

NOSVA LIMITED PARTNERSHIP

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

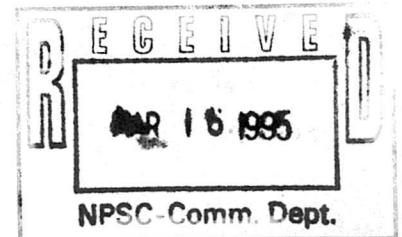
C-2549

TITLE SHEET

TARIFF OF
NOSVA LIMITED PARTNERSHIP

This tariff, filed with the Nebraska Public Service Commission contains the rates, terms and conditions applicable to the Resale Telecommunications Services provided by NOSVA LIMITED PARTNERSHIP 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
Bethesda, Maryland 20817

CHECK SHEET

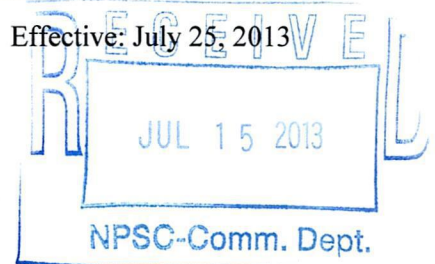
Sheets 1 through 66, inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION LEVEL</u>	<u>SHEET</u>	<u>REVISION LEVEL</u>
1	Original	18.1.5	First Revised
2	Seventy Fifth Revised*	18.1.6	First Revised
2.1	Forty Sixth Revised*	18.1.7	First Revised
3	Fourth Revised	18.1.8	First Revised
4	Original	18.1.9	First Revised
5	Original	18.1.10	First Revised
6	Original	18.1.11	First Revised
7	Third Revised	18.2	Fourth Revised
7.1	Original	18.2.1	Fourth Revised
8	Fifth Revised	18.2.2	First Revised
8.1	Original	18.2.3	Second Revised
9	Original	18.2.4	Second Revised
10	Original	18.2.5	Second Revised
11	Original	18.2.6	Second Revised
11.1	Original	18.2.7	Second Revised
12	Original	18.3	Thirty Third Revised*
13	Original	18.4	First Revised
14	Original	19	First Revised
15	Original	20	First Revised
16	Original	21	Second Revised
16.1	First Revised	21.1	First Revised
16.2	Original	22	Original
16.3	Original	23	First Revised
16.4	Original	24	Second Revised
16.5	Original	25	Third Revised
16.6	Original	26	Third Revised
16.7	Original	27	Fifth Revised
16.8	Original	27.1	Thirteenth Revised
16.8.1	Original	27.2	Tenth Revised
16.8.2	Original	27.2.1	Seventh Revised
16.9	Original	27.2.1.1	Second Revised
17	Third Revised	27.2.2	Second Revised
17.1	Third Revised	27.3	Fourth Revised
18	Fourth Revised	27.4	First Revised
18.1	Third Revised	28	Sixth Revised
18.1.1	Second Revised	28.1	Third Revised
18.1.2	First Revised	28.1.1	Original
18.1.3	First Revised	28.2	First Revised
18.1.4	First Revised	28.3	First Revised

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By: Tariff Administrator
250 Pilot Road, Suite 300
Las Vegas, NV 89119

Effective: July 25, 2013



CHECK SHEET

Sheets 1 through 66, 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.

<u>SHEET</u>	<u>REVISION LEVEL</u>	<u>SHEET</u>	<u>REVISION LEVEL</u>
28.4	First Revised	45	Second Revised
28.5	First Revised	46	Original
28.6	Second Revised	47	Original
28.7	Second Revised	48	Original
28.7.1	First Revised	49	Original
28.7.2	First Revised	50	Original
28.8	Second Revised	51	Original
28.9	Second Revised	52	Original
28.10	Second Revised	53	Original
28.11	Second Revised	54	Original
28.12	Second Revised	55	Original
28.13	First Revised	56	Original
28.14	Second Revised	57	Original
28.15	First Revised	58	Original
29	Thirty First Revised*	59	Original
30	Seventh Revised	60	Original
30.1	Fifth Revised	61	Original
31	Sixth Revised	62	Original
32	Eighth Revised	63	Original
32.1	Ninth Revised	63.1	Original
32.2	First Revised	64	First Revised
33	Second Revised	65	First Revised
34	Second Revised	66	Original
35	Third Revised		
36	Second Revised		
37	Third Revised		
38	Third Revised		
39	First Revised		
39.1	Original		
39.2	Original		
39.3	Original		
39.4	First Revised		
40	First Revised		
41	First Revised		
42	Third Revised		
42.1	Second Revised		
42.2	Second Revised		
43	First Revised		
44	Thirty Third Revised*		

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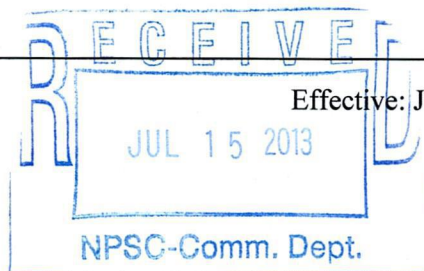
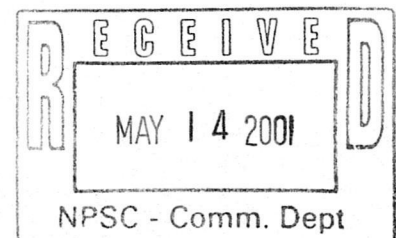


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Issued: May 14, 2001

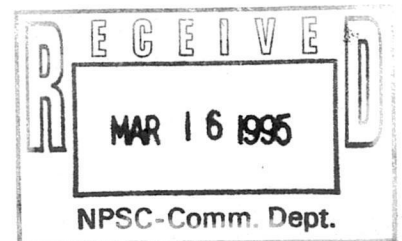
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Issued By: Glenn T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
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SYMBOLS

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

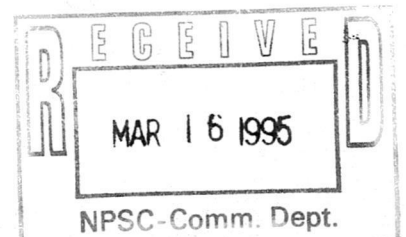
A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

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.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

D. **Check Sheets** - When a tariff filing is made with the NPSC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new 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.)



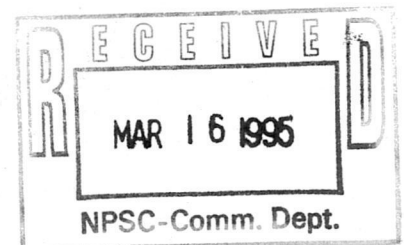
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Application of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate resale common carrier communications service by NOSVA LIMITED PARTNERSHIP within the State of Nebraska.



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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's telephone to an NOSVA Limited Partnership 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.

Bill Second - One-sixtieth of a minute.

(N)

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

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

(N)

(N)

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

(T)

(T)

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

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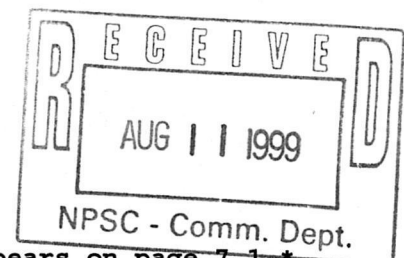
Cents Per Minute ("CPMU") - The carrier's charges billed in whole cents or fractions of cents as Minimum and/or Incremental Call Units and apply to the duration of time in minutes or fractions thereof beginning when the Customer's call is connected to Carrier's network and ending when the call is disconnected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

(T)

(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 - NOSVA Limited Partnership unless otherwise clearly indicated by the context.



(M)

* Material formerly appearing on this page now appears on page 7-1 *

(M)

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

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

(M)

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

(T)

(T)

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

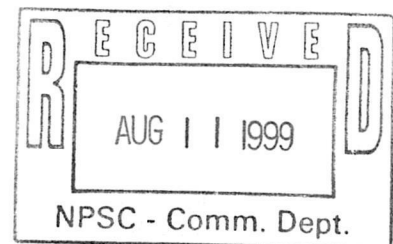
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Incremental Call Unit (ICU) - The Call Unit, expressed in dollars and/or cents or decimal fractions thereof, applied pursuant to this tariff to recover the transport (usage) costs of the incremental duration of a call and measured in 6, 30, 60, or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

(T)

M/T



* Material formerly appearing on page 7 now appears here. *

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

LEC - Local Exchange Company.

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

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

NOSVA - Used throughout this tariff to mean NOSVA Limited Partnership.

NPSC - Nebraska Public Service Commission.

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

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

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.

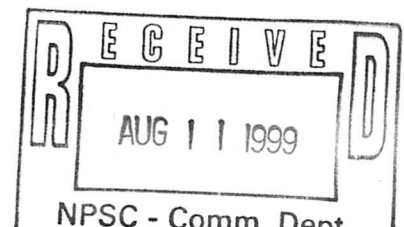
Switched Access Origination/Termination - Where access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is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

* Material formerly appearing on this page now appears on page 8.1 *

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

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

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

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

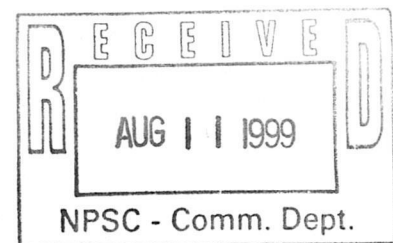
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(T)

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* Material formerly appearing on page 8 now appears here. *

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of NOSVA LIMITED PARTNERSHIP

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.

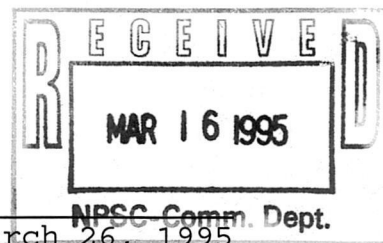
2.2 Limitations

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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SECTION 2 - RULES AND REGULATIONS, CON'T.

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.

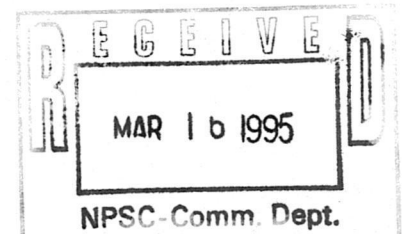
2.3 Use

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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SECTION 2 - RULES AND REGULATIONS, CON'T.

2.4 Liabilities of Company, con't.

2.4.2 (continued)

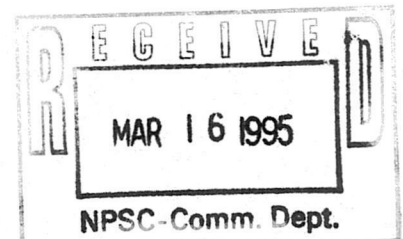
than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

2.4.3

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

2.4.4

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



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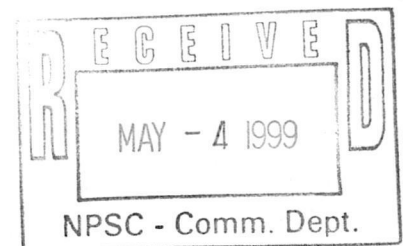
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SECTION 2 - RULES AND REGULATIONS (Cont'd)

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 compliant. As the Year 2000 approaches, date information associated with any interfaces between the Company and Customer and/or its Authorized User shall be considered to remain as it is. Any changes in the interfaces, interface format or formats associated with date information shall be processed and worked by Company's Y2K Compliance Division and no change of any nature may be made, used or implemented unless and until approved by Company's Y2K Compliance Division and tested successfully for Y2K compliance. Customer's service may be delayed, canceled, temporarily or permanently discontinued or terminated, without liability in the event Company determines that harm to its network, equipment, facilities or services may be caused by a Customer's not having provided proof of its compliance with the Y2K phenomenon.



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SECTION 2 - RULES AND REGULATIONS, CON'T.

2.5 Deposits

The Company does not collect deposits from customers.

2.6 Advance Payments

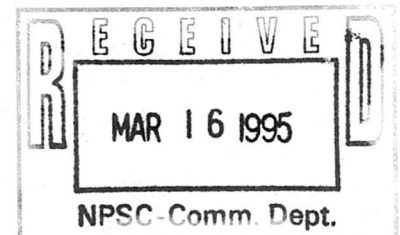
For customers whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected 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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SECTION 2 - RULES AND REGULATIONS, CON'T.

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

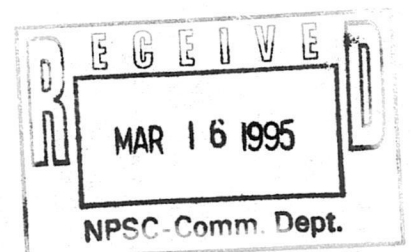
The customer is responsible for payment of all charges for services and equipment furnished to the customer or to an authorized user of the customer by the Company. All charges due by the customer are payable to the Company or to the Company's authorized billing agent. Terms of payment shall be according 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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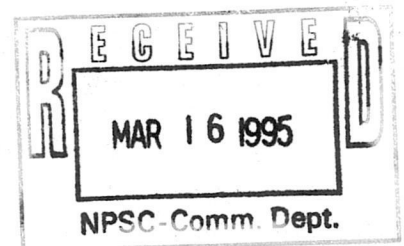
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SECTION 2 - RULES AND REGULATIONS, CON'T.

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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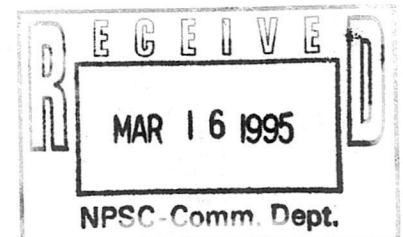
SECTION 2 - RULES AND REGULATIONS, CON'T.

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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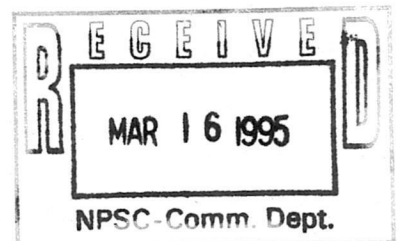
SECTION 2 - RULES AND REGULATIONS, CON'T.

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)

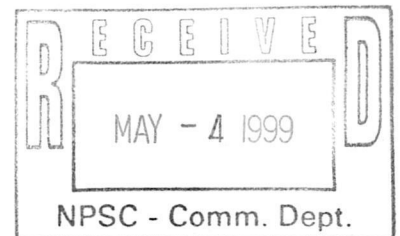
Customer agrees that all actions, suits, or proceedings to recover charges due under this tariff shall, at the Company's discretion, be prosecuted in the state or federal courts in the state in which the Company maintains its principal offices or in which it administers its legal/regulatory affairs. 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 or 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)



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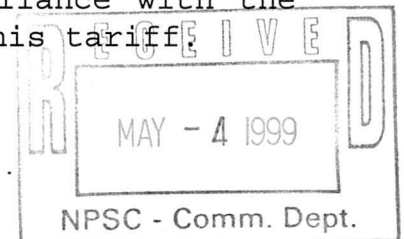
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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.19 Responsibilities of the Customer

- 2.19.1 The customer is responsible for placing any necessary orders; for complying with tariff regulations; and for assuring that users comply with tariff regulations. The customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the customer to Authorized Users. The customer is responsible for the payment of charges for all calls originated at the customer's premises utilizing the Company's services.
- 2.19.5 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.
- 2.19.6 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.
- 2.19.7 The customer must pay for the loss through theft of any the Company equipment installed at customer's premises.
- 2.19.8 The customer is responsible for payment of the charges set forth in this tariff.
- 2.19.9 The customer is responsible for compliance with the applicable regulations set forth in this tariff.



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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.20 Service Cancellation, Discontinuance and Termination

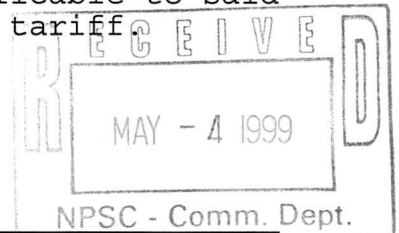
Subject to and to be construed consistent with section 2.13, preceding, and under applicable circumstances as set forth following, Company's services may be canceled, temporarily or permanently discontinued or terminated without liability of any kind to customer or any third party. Company's right to 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.

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



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SECTION 2 - RULES AND REGULATIONS (Cont'd)

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

2.20.1 Definitions (Cont'd)

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

2.20.2 Cancellation

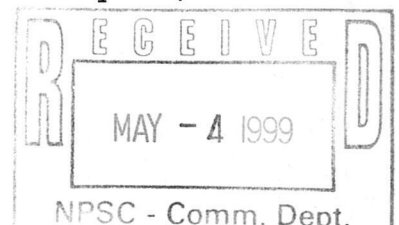
2.20.2.1 A specific service or any combination of multiple services may be canceled without prior notice of any kind, if Company determines the customer's service profile does not meet the eligibility requirements applicable to the service or services under this tariff. Company will provide verbal or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

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

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

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

2.20.2 Cancellation (Cont'd)

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

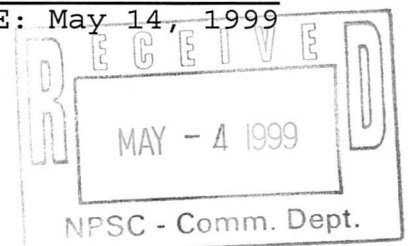
2.20.3 Temporary Discontinuance

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

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

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

2.20.3 Temporary Discontinuance (Cont'd)

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

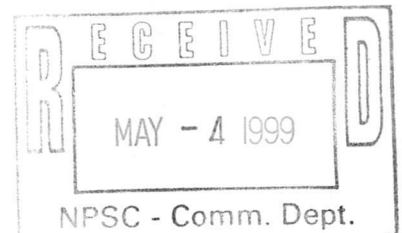
2.20.3.3 A specific service or any combination of multiple services may be temporarily discontinued without prior notice if Company determines that customer's most recent payment was remitted without sufficient funds to cover the then outstanding charges and any arrearage, and customer, having been notified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

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

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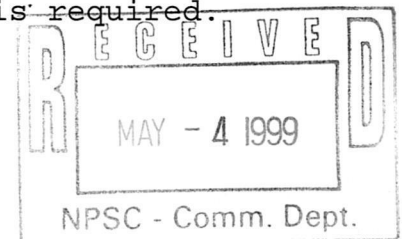
SECTION 2 - RULES AND REGULATIONS (Cont'd)

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

2.20.3 Temporary Discontinuance (Cont'd)

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

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



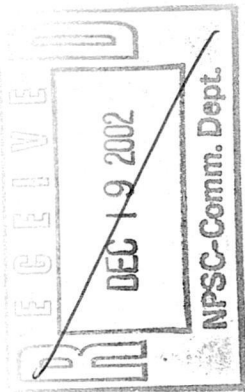
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****ALL MATERIAL ON THIS PAGE IS NEW******SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.20 Service Cancellation, Discontinuance and Termination (Cont'd)****2.20.6 Service Term Commitments**

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

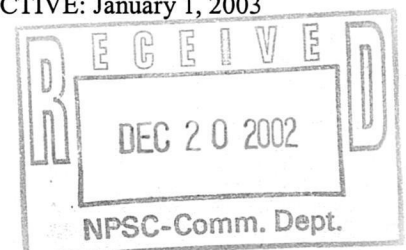


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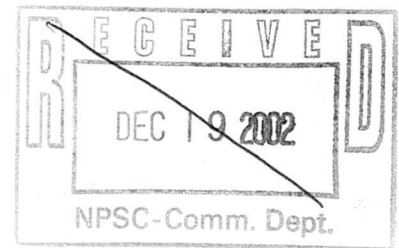
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SECTION 2 - RULES AND REGULATIONS (Cont'd)

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

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



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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.21 General Customer Eligibility Requirements.

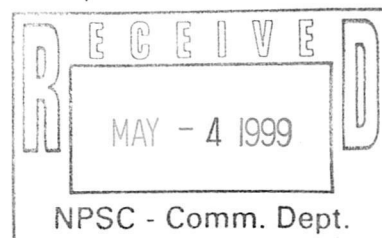
Company offers service to all persons and/or entities which meet the following general eligibility requirements. Additional eligibility requirements may apply for specific services and will be described and prescribed in the sections of this tariff applicable to each service offering based on specific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

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

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

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

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



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SECTION 2 - RULES AND REGULATIONS (Cont'd)

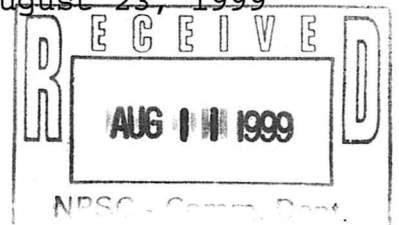
2.22 Limitations of Actions

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

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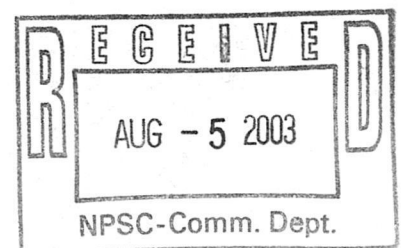
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2.23 Arbitration of Disputes

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SECTION 3 - EXPLANATION OF RATES

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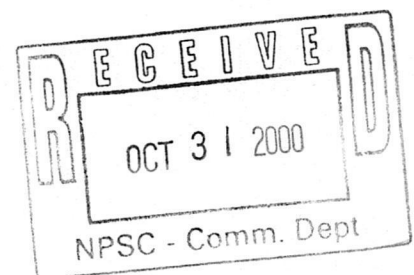
3.1 General

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

3.2 Rate Elements

(T)

- 3.2.1 Long distance usage charges are based on the usage of the Company's network. The Company will determine that a call has been established through industry standard answer detection methods, including hardware answer detection.
- 3.2.2 Chargeable time for a call ends upon disconnection by either party.
- 3.2.3 Charges for calls are based on usage of the 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, 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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Chief Counsel, Tariff and Regulatory Affairs
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SECTION 3 - EXPLANATION OF RATES (Cont'd)

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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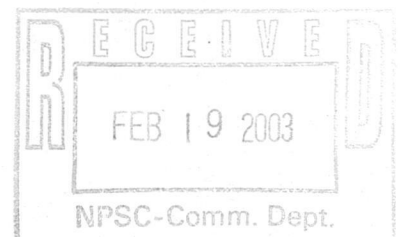
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SECTION 3 - EXPLANATION OF RATES (Cont'd)**3.2 Rate Elements (Cont'd)****3.2.8 Call Unit Calculations**

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

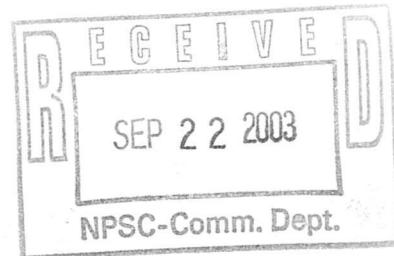
<u>Duration (In seconds)</u>	<u>TCU's</u>
1-18*	3.2
19-22	3.3
23-24	3.4
25-26	3.5
27-29	3.6
30	3.7
31-35	3.9
36	4.0
37-42	4.1
43-44	4.2
45-48	4.3
49-53	4.4
54	4.5
55-58	4.6
59	4.7
60	4.8

* calls are subject to an 18-second minimum.

TABLE 2 - Calls in Minutes

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

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



SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

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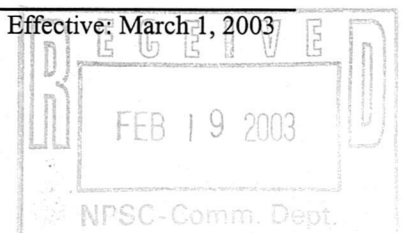
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SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

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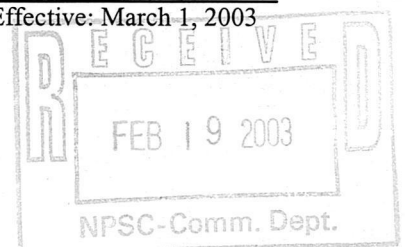
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SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

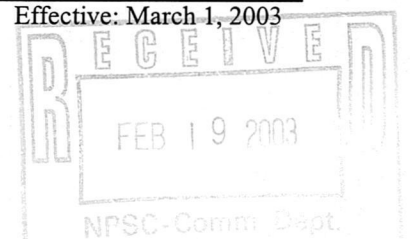
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SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

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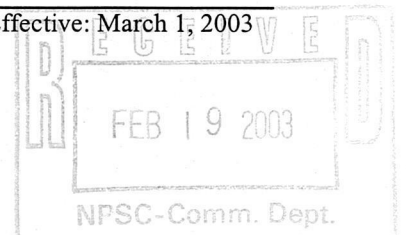
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SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

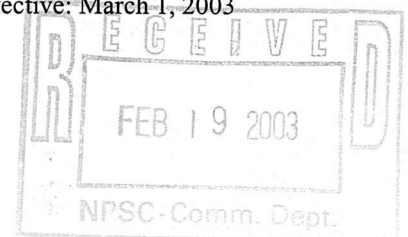
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Issued: February 19, 2003

Effective: March 1, 2003

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



SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

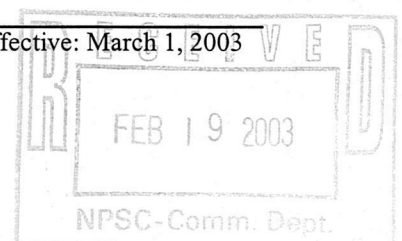
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SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

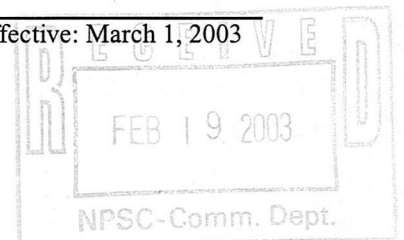
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SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

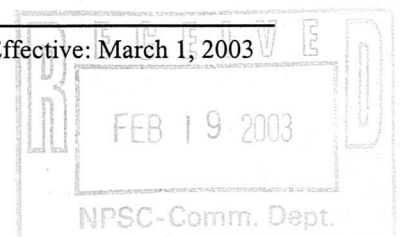
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Las Vegas, NV 89121

Effective: March 1, 2003



SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

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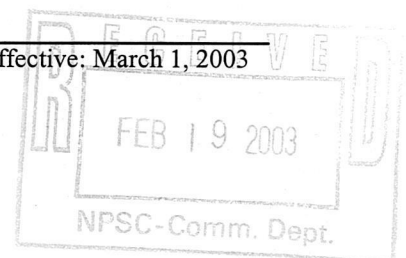
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SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

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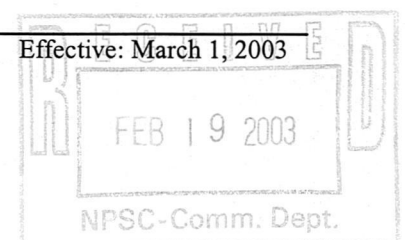
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SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

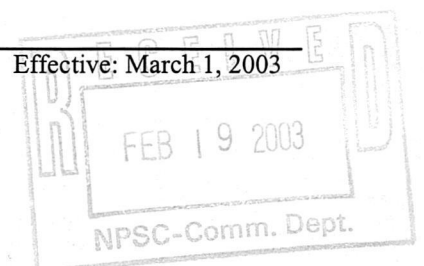
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Effective: March 1, 2003



SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

3.2.12 Reserved for Future Use

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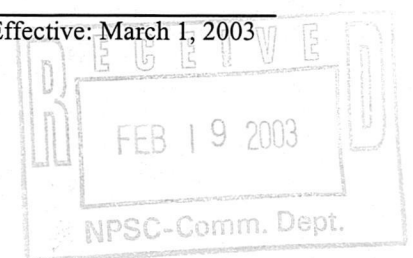
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SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

3.2.12 Reserved for Future Use

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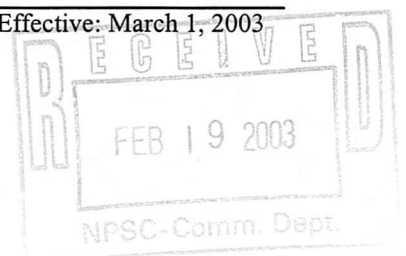
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SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

3.2.12 Reserved for Future Use

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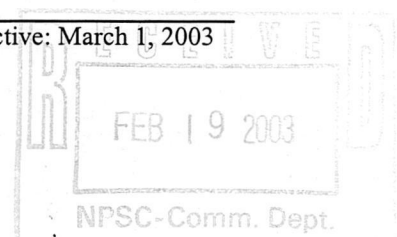
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SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

3.2.12 Reserved for Future Use

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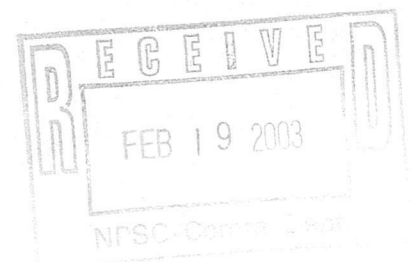
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SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

3.2.12 Reserved for Future Use

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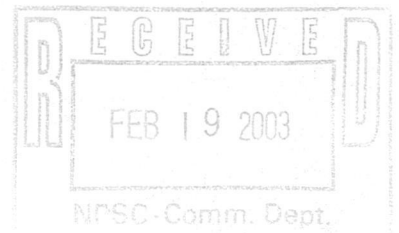
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Effective: March 1, 2003

Issued By:

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Las Vegas, NV 89121



SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.3 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.

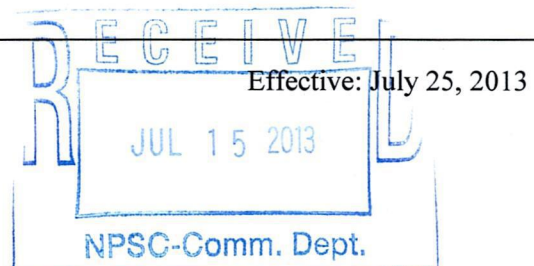
Table 1

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	II
Cairo 2	I

- 3.3.1** Any Rate Category I-VII customers in service on or before April 15, 2013, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories, effective for all calls on or after July 25, 2013, that are reflected on invoices rendered on or after August 15, 2013. (C/I)
- 3.3.2** Any Rate Category VIII customers in service on or before April 15, 2013, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted to Rate Category IX, effective for all calls on or after July 25, 2013, that are reflected on invoices rendered on or after August 15, 2013. (C/I)

ISSUED: July 15, 2013

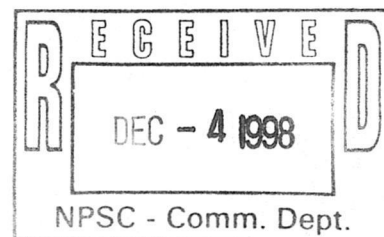
By: Tariff Administrator
 250 Pilot Road, Suite 300
 Las Vegas, NV 89119



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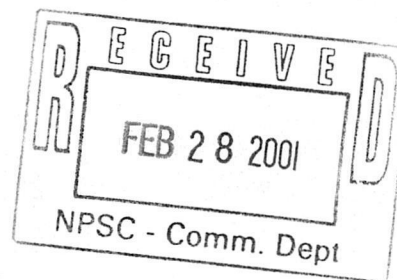
Issued: December 4, 1998

Effective: December 14, 1998

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

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

3.4 Reserved For Future Use



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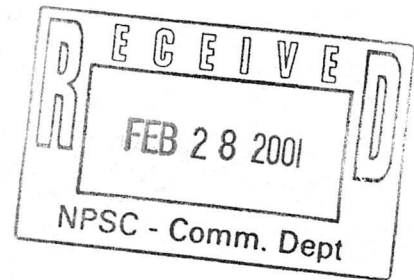
Issued: February 28, 2001

Effective: March 30, 2001

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

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

3.4 Reserved For Future Use



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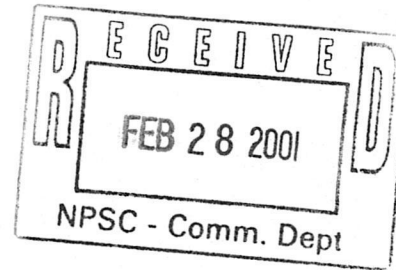
Issued: February 28, 2001

Effective: March 30, 2001

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Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

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

3.4 Reserved For Future Use



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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.

Issued: February 28, 2001

Effective: March 30, 2001

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

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**3.5 Telecompetitive Service Offerings ("TSOs") (Cont'd)**

- 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

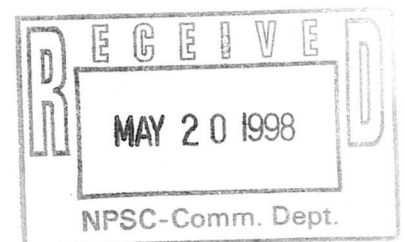
Certain rates set forth in Section 4 of this tariff are "benchmarked," that is, keyed to a customer's monthly revenue volume and/or term commitments. Customers whose monthly revenue volume and/or term commitments do not meet the applicable benchmark(s) may obtain the benchmarked rate pursuant to Section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

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Issued: May 19, 1998

Effective: May 30, 1998

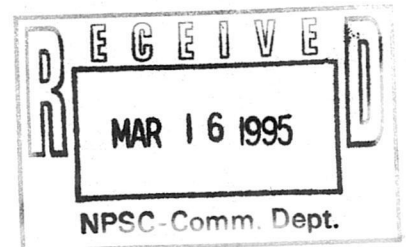
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Las Vegas, Nevada 89121



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.



Issued: March 16, 1995

Effective: March 26, 1995

Issued by: Tariff Administrator
 6701 Democracy Blvd., Suite 811
 Bethesda, Maryland 20817

SECTION 4 - RATES, CON'T.

4.2 Time of Day Rate Periods

The appropriate rates apply for day, evening and night/weekend calls based on the following chart.

Times	Mon	Tues	Wed	Thur	Fri	Sat	Sun
9:00 am to 4:00 pm	Daytime Period					Eve.	
4:01 pm to 11:00 pm	Evening Period						
11:01 pm to 8:59 am	Night/Weekend Period						

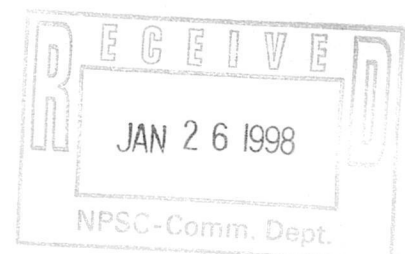
The appropriate rates apply for Peak/Business Day and Non-Peak/Non-Business Day calls based on the following chart.

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

Issued: January 26, 1998

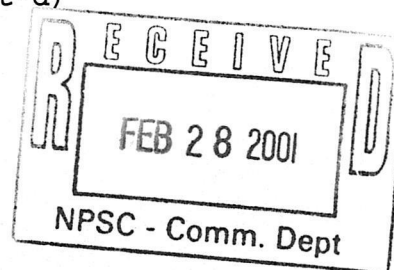
Effective: February 6, 1998

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Las Vegas, Nevada 89121



SECTION 4 - RATES, (Cont'd)

4.3 Reserved For Future Use



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4.4 Reserved For Future Use

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4.5 Reserved For Future Use

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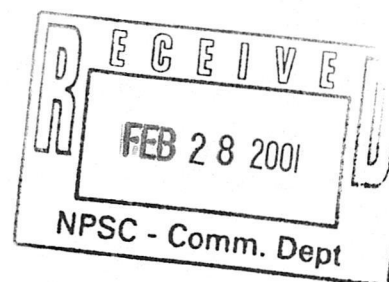
Issued: February 28, 2001

Effective: March 30, 2001

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Chief Counsel, Tariff and Regulatory Affairs
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Las Vegas, NV 89121

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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4.8 Reserved For Future Use

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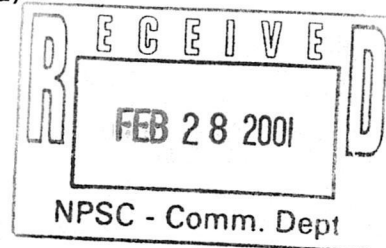
Issued: February 28, 2001

Effective: March 30, 2001

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Las Vegas, NV 89121

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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4.11 Reserved For Future Use

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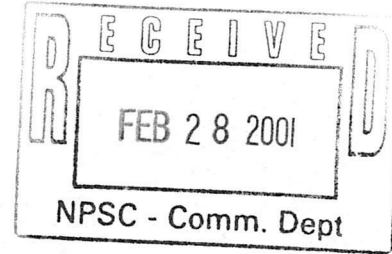
Issued: February 28, 2001

Effective: March 30, 2001

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Chief Counsel, Tariff and Regulatory Affairs
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Las Vegas, NV 89121

SECTION 4 - RATES (Cont'd)

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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Las Vegas, NV 89121

SECTION 4 - RATES (Cont'd)

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, Universal, Prime 2, Prime 1, Super 1, Super 2, Cairo 1 and Cairo 2 are offered. The provisions of Sections 3.2, 3.3 and 4.31.2 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 \$10.00 at the following rates:

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

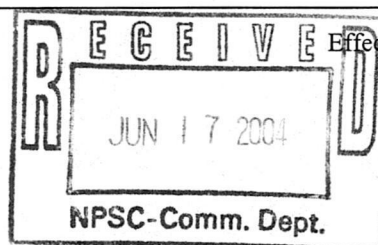
4.19 Prime 2 Rate Plan

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

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

ISSUED: June 21, 2004

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



Effective: July 1, 2004

SECTION 4 - RATES (Cont'd)**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 or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	\$0.0507	\$0.0169
Off-Peak/Non-Business Day	\$0.0507	\$0.0169

4.21 Super 1 Rate Plan

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

	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

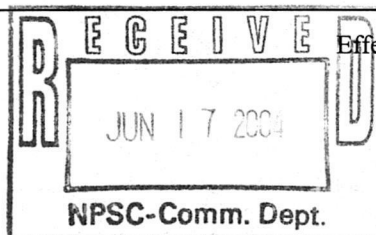
4.23 Cairo 1 Rate Plan

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

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

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4380 Boulder Highway
Las Vegas, NV 89121



Effective: July 1, 2004

SECTION 4 - RATES (Cont'd)

4.24 Cairo 2 Rate Plan

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

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

4.25 Limited-Class Switched Rates

4.25.1 **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

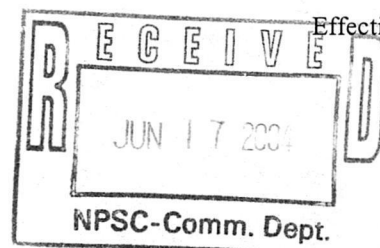
C. D-4 Rate Plan

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

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



Effective: July 1, 2004

SECTION 4 - RATES (Cont'd)

4.25 Limited-Class Switched Rates (Cont'd) (T)

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

A. X-1 Rate Plan

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

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

B. X-2 Rate Plan

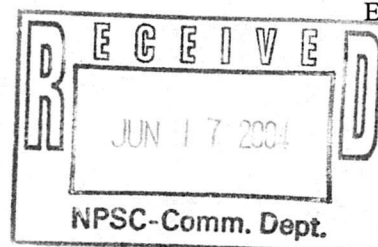
X-2 rates are provided to customers whose estimated minimum monthly intrastate usage is over \$110.00 at the following rates:

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

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

Effective: July 1, 2004



SECTION 4 - RATES (Cont'd)

4.26 - 4.28 Reserved For Future Use

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4.29 Reserved For Future Use

4.30 Reserved For Future Use

4.31 Rates for Calling Cards and Calls Terminated to a Mobile Phone or Pager

4.31.1 Calling Card Rates

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

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

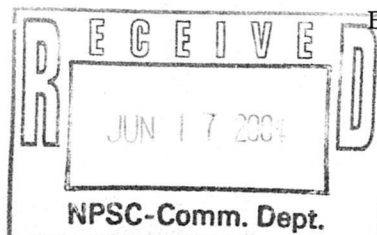
4.31.2 Rates for Calls Terminated to a Mobile Phone or Pager

From and after January 17, 2000, all calls terminated to a mobile phone or pager shall be charged at the following rates:

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

ISSUED: June 21, 2004

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



Effective: July 1, 2004

SECTION 4 - RATES (Cont'd)**4.32 Miscellaneous Charges****4.32.1 Payphone Surcharge**

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

Per Call: \$0.69

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4.32.2 Directory Assistance Rate per call: \$1.25**4.32.3 Calling Card "Bong" Charge**

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

4.32.4 Account Recourse Charges (ARCs)

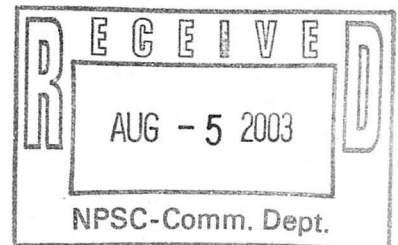
Customers choosing to close their respective accounts with Company prior to the completion of a continuous service period of six consecutive invoices are subject to Account Recourse Charges (ARCs). Account Recourse Charges include one of two applicable one-time adjustments in service rate(s) and a separate 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) \$0.650 per applicable full
For a Customer whose last service billing increment
date is less than 18 days into
Customer's final billing cycle.

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

Final Adjusted Invoice Rate (FAIR) \$0.224 per applicable full
Calling Card Service 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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SECTION 4 - RATES (Cont'd)

(T)

(T)

4.32 Miscellaneous Charges

(T)

4.32.5 Universal Service Fund Assessment

(T)

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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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.

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. (T)

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 within the 30 day period preceding customer's service commencement date with Company. (T)

5.2 Companion Federal Rate Guarantee. (T)

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 guarantee.

5.3 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. (T)

5.4 20% Credit Every 6 Months (T)

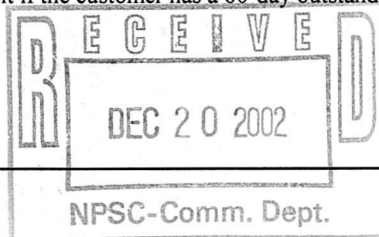
Company will offer the following to new business customers and existing business customers who qualify as a "save" or "winback" customer whose service plan calculates charges by Total Call Units (TCUs):

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

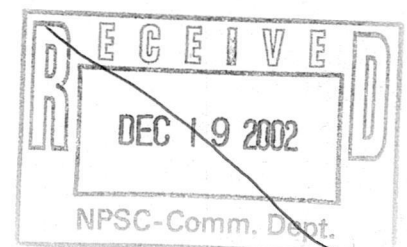
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Effective: January 1, 2003



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

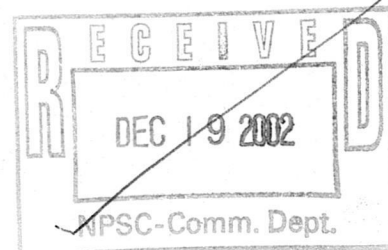
5.5 "One, Two, Three, Every Third Invoice Free" Promotion

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

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

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

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



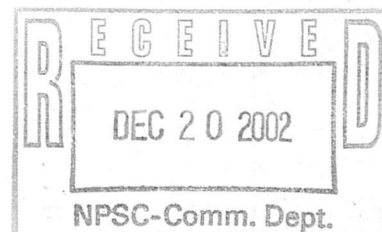
****Material formerly appearing on this page now appears on Original Page 28.1.1****

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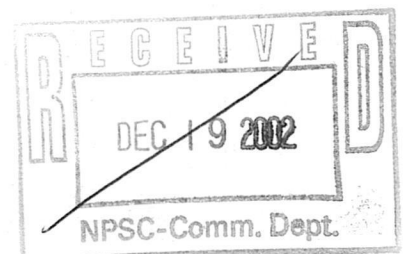


**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, and TELECOMPETITIVE
SERVICE OFFERINGS (Cont'd)****5.6 INETBA Service**

(M)

INETBA Service offers Company's Freedom Plan 2000 and Freedom Plan for Business Users (collectively, the "Freedom Plans") intrastate interexchange services in exclusive combination with its Internet Web page design and hosting services and its Internet Access - DSL services where facilities are available. Any small business which orders Company's Internet Web page design and hosting services and who meets all other eligibility requirements applicable to the Freedom Plans set forth in this tariff is eligible for INETBA Service. INETBA Service is available for calls that originate and terminate within this state, and includes 1+ Outbound, Toll Free Access (800/888/877), and Calling Card calling. All rate provisions applicable to Company's Freedom Plans, Sections 3.2, 3.3, and 4.16 - 4.32, and all other provisions of this tariff applicable to the Freedom Plans apply to INETBA Service except as otherwise provided.

(M)

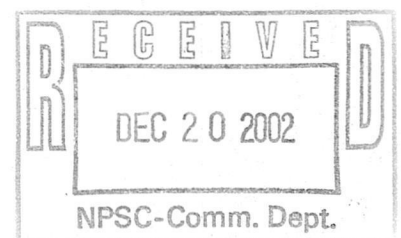


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**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, and TELECOMPETITIVE
SERVICE OFFERINGS (Cont'd)****5.7 Advantage Card Service (ACS)**

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in 5.7.1 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").

5.7.1 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).

5.7.2 Limitations and Disclaimers

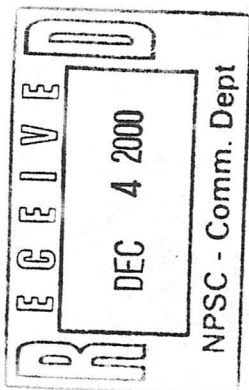
A. ACS is offered only in conjunction with Company's interstate and international companion ACS offerings as tariffed with the FCC.

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 5.7.1 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 5.7.1 preceding.



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

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

(T)

5.7.2 Limitations and Disclaimers (Cont'd)

(T)

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

5.7.3 Reinstatement

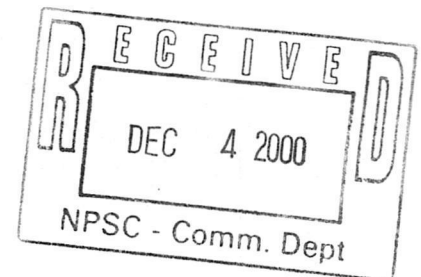
(T)

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.

5.7.4 Rates

(T)

The rates set forth in Section 4.31.1 preceding apply to ACS service.



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

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5.8 Customer Advantage Plans ("CAPs")

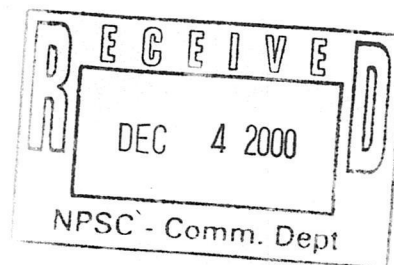
(T)

5.8.1 General Terms and Conditions

(T)

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)(T)
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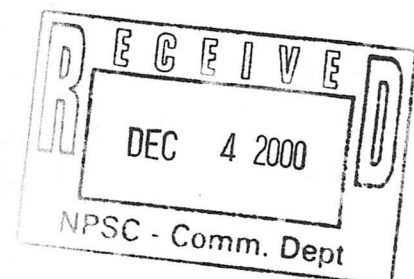
5.8 Customer Advantage Plans (Cont'd)

(T)

5.8.1 General Terms and Conditions (Cont'd)

(T)

- 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 5.8.2 through and including 5.8.6 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.

(T)
(T)

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

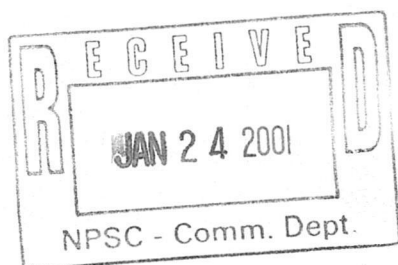
5.8 Customer Advantage Plans (Cont'd)

5.8.2 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.

- 5.8.2.1 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. (C)
(T)
(N)
|
(N)

- 5.8.2.2 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 5.8.2.1, preceding.



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

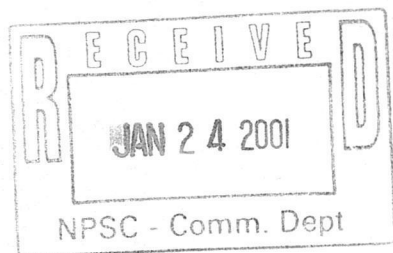
5.8 Customer Advantage Plans (Cont'd)

5.8.3 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.

- 5.8.3.1 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, 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. (C) (T) (N) (N)

- 5.8.3.2 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 5.8.3.1, preceding.



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

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(T)

5.8 Customer Advantage Plans (Cont'd)

(T)

5.8.4 Customer "Thanks for Taking the Time" Advantage Plans

(T)

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

(T)

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.

5.8.4.1.1 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.

(T)

DenominationMonthly Usage Volume

\$25.00

0 - \$49.99

\$50.00

\$50.00 - \$149.99

\$150.00

\$150.00 - \$249.99

5.8.4.1.2 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.

(T)

Minimum Call
Unit Value
@ 60 seconds
or Fraction

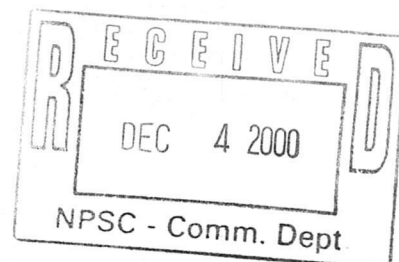
Incremental Call
Unit Value
@ 60 seconds
or Fraction

\$0.224

\$0.224

5.8.4.1.3 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.

(T)



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

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5.8 Customer Advantage Plans (Cont'd)

(T)

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

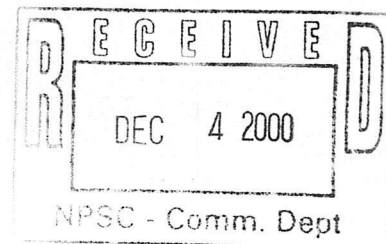
(T)

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

(T)

5.8.4.1.4 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.

(T)



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

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5.8 Customer Advantage Plans (Cont'd)

(T)

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

(T)

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

(T)

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.

5.8.4.2.1 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.

(T)

DenominationMonthly Usage Volume

\$250.00

\$250.00+

5.8.4.2.2 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.

(T)

Value

Minimum Call Unit Value

Incremental Call Unit

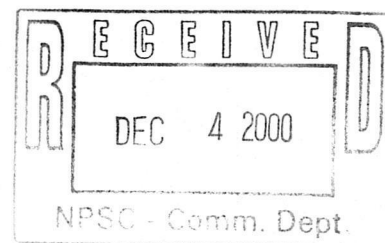
@ 60 seconds or Fraction@ 60 seconds or Fraction

\$0.224

\$0.224

(T)

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

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5.8 Customer Advantage Plans (Cont'd)

(T)

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

(T)

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

(T)

5.8.4.2.4 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.

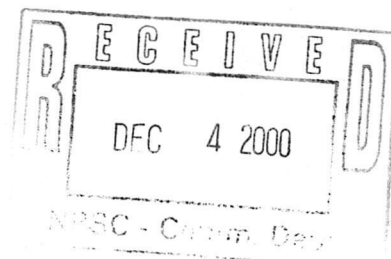
(T)

5.8.4.2.5 Second Card Availability. During the term of this promotional offering, a second TTT Card in the same denomination listed in Section 5.8.4.2.1 preceding will be made available to customers requesting and receiving Company's Website Design and Hosting Services as set forth in 5.6 preceding.

(T)

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(T)



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

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5.8 Customer Advantage Plans (Cont'd)

(T)

5.8.5 Customer S&W Prepaid Advantage Plan

(T)

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)
\$ 50.00	x 2.5	\$125.00
75.00	x 2.5	187.50
90.00	x 2.5	225.00
100.00	x 2.5	250.00
150.00	x 2.5	250.00 + 125.00
250.00	x 2.5	250.00 + 250.00 +
125.00		

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

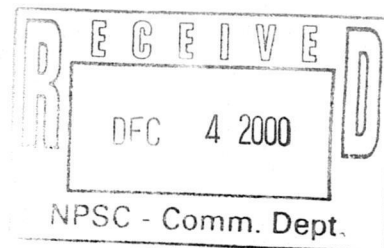
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5.8.5.1 Rates. The rates for calls using the Company's S&W Card are time of day insensitive; decremented in sixty (60) second increments with a minimum call unit of 60 seconds; and are rounded to the next whole 60 second increment.

Minimum Call Unit <u>@ 60 seconds or Fraction</u>	Incremental Call Unit <u>@ 60 seconds or Fraction</u>
\$0.224	\$0.224

(T)

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

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5.8 Customer Advantage Plans (Cont'd)

(T)

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

(T)

5.8.5.3 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).

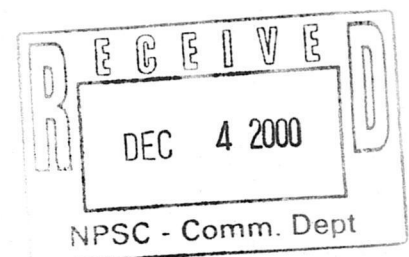
(T)

5.8.5.4 Second S&W Card Availability. An additional S&W Card(s) in the qualifying denomination of the Customer as listed in Section 5.8.5.1 preceding will be made available to any such customer which requests and receives Company's Website Design and Hosting Services as set forth in 5.6 preceding.

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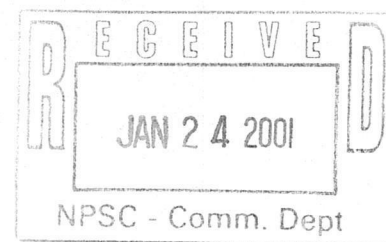
SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, and TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.8 Customer Advantage Plans (Cont'd)

5.8.6 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.

- 5.8.6.1 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) (C) 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 (T) period preceding Customer's 6th invoice; second, for the consecutive eight-month period preceding Customer's 9th invoice; third, for the consecutive twelve-month period preceding Customer's 13th invoice; fourth, for the consecutive eighteen-month period preceding Customer's 19th invoice; fifth, for the consecutive twenty-one-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 (N) the eligible charges on the invoice in which the credit is applied. (N)



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

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5.8 Customer Advantage Plans (Cont'd)

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

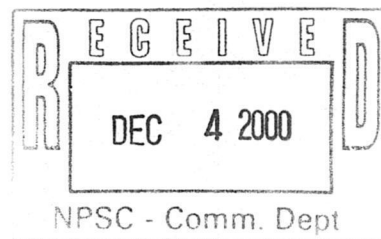
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5.8.6.2 Eligibility. To be eligible for the 6th, 9th, 13th,
19th, 22nd, and 26th invoice free bonuses, each
Customer must:

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- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no 90-day or older outstanding unpaid balance, and no 60-day or older outstanding unpaid balance equal to or greater than \$50.00;
- have received first five, eight, twelve, eighteen, twenty-one, and then twenty-five additional consecutive and uninterrupted invoices over the preceding twenty-five month period;
- have selected the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
- pay all charges rendered in Customer's fifth and related eighth, twelfth, eighteenth, twenty-first, and twenty-fifth invoice in excess of the amount of the applicable credits as calculated under 5.8.6.1, preceding.

(T)



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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, and TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)(T)
(T)**5.8 Customer Advantage Plans (Cont'd)**

(T)

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

(T)

5.8.6.2 (Cont'd)

(T)

- 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.

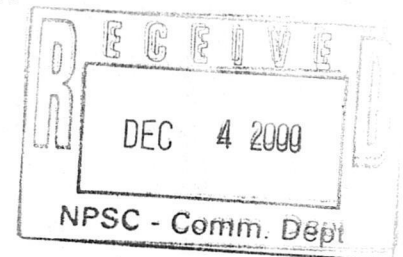
Example: A Customer that meets all other eligibility requirements, except that it does not contact Customer Care prior to the last day in the period of service covered by Customer's fifth invoice to activate the promotion, calls Customer Care to activate the promotion two weeks later. The Customer will receive credits calculated according to Section 5.8.6.1 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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5.8.7 Save/Winback Off-Peak/Non-Business Day Adjustments

Customers whose rates are adjusted pursuant to 4.30 preceding and who then qualify as a "save" or "winback" customer are eligible to be re-rated to the off-peak rate prior to any applicable adjustment made pursuant to 4.30.



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

5.9 1st and 3rd Invoice Credit

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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.

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5.9.1 Eligibility

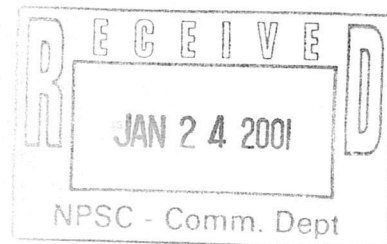
To be eligible for the first and third invoice credits, each customer must have initiated the TCU service; have current usage which exceeds applicable monthly minimum usage levels, if any; have a credit worthy history or profile; have received three consecutive and uninterrupted invoices over the preceding 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.

(N)

5.9.2 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.

(N)



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**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, and TELECOMPETITIVE
SERVICE OFFERINGS (Cont'd)****5.10 Freedom Plan Plus (FPP)**

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

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

All conditions applicable to Freedom Plan customers must be satisfied in order for a customer to qualify for Freedom Plan Plus. A Customer under Freedom Plan Plus shall be billed at Freedom Plan Rates for Freedom Plan Services, as determined by the Customer's applicable Freedom Plan Rate Category. However, Freedom Plan Plus Customers' accounts must have an applicable Freedom Plan Rate Category which corresponds to a call unit rate of \$0.149 or higher. Freedom Plan customers who select Freedom Plan Plus, whose accounts are subject to a Freedom Plan Rate Category which corresponds to a lower call unit rate than \$0.149 will have their Rate Category adjusted upward to a Rate Category corresponding to a call unit rate of \$0.149 or higher. The same promotions and incentives available to other Freedom Plan customers are available to Freedom Plan Plus customers, subject to the same qualifications and other requirements applicable to other Freedom Plan customers for those promotions or incentives.

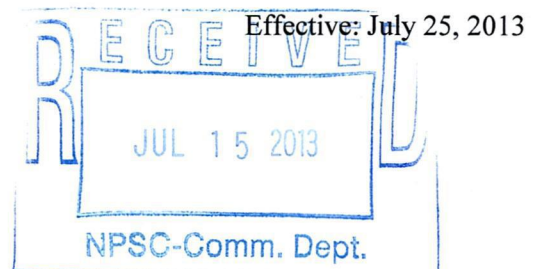
As of October 1, 2003, any Customer who has had the Freedom Plan Plus service offering active on their account for six or more consecutive invoices shall have this offering removed from their calling plan.

All Freedom Plan Plus customers in service on or before April 15, 2013, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories or to the highest available rate category, whichever is lower, effective for all calls on or after July 25, 2013, that are reflected on invoices rendered on or after August 15, 2013.

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ISSUED: July 15, 2013

By: Tariff Administrator
250 Pilot Road, Suite 300
Las Vegas, NV 89119



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

5.10 "25% Invoice Credit" Promotion

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

Customers with the "25% Invoice Credit" Promotion applied to their account are eligible to have this promotion applied to their account for a maximum of six consecutive invoices.

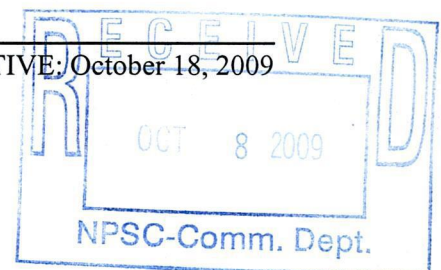
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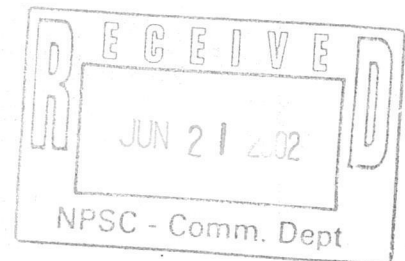
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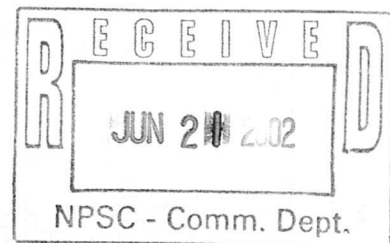
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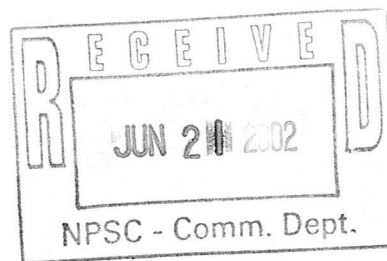
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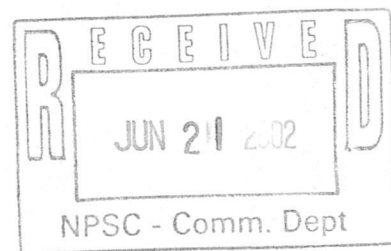
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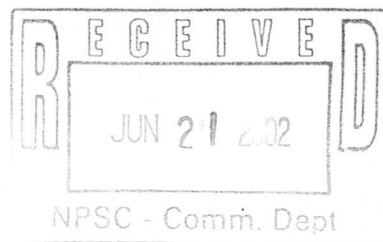
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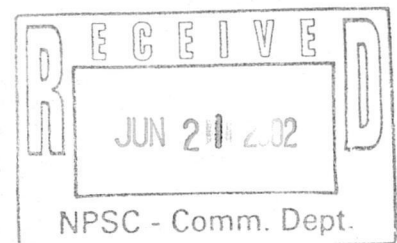
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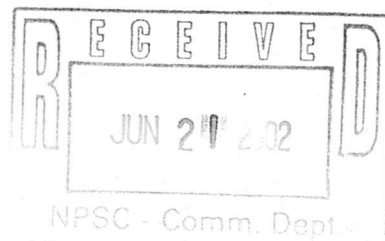
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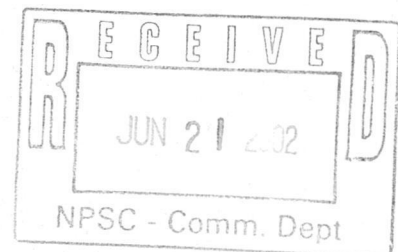
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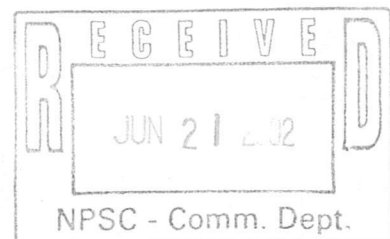
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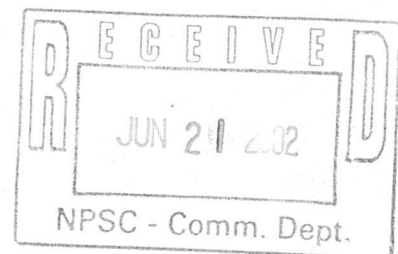
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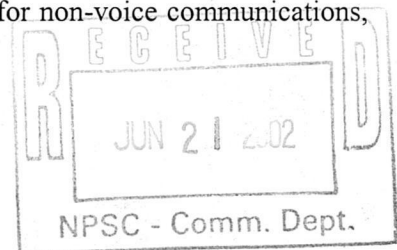
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5.11 Save/Winback off-Peak/Non-Business Day Adjustments

Customers whose rates are adjusted pursuant to 5.10.2.7 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 5.10.2.7 preceding.

5.12 Non-Voice Communications

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



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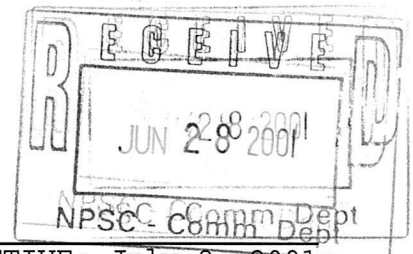
5.13 Service Term Invoice Free Credit. New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 5.13.2 shall receive the Service Term Invoice Free Credit.

5.13.1 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.

5.13.2 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 5.13.1, preceding.

(C)



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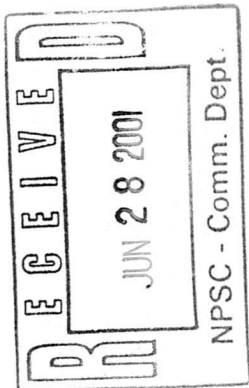
**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, and TELECOMPETITIVE
SERVICE OFFERINGS (Cont'd)**

5.14 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 5.14.2 shall receive the Service Term Invoice Free Credit II.

5.14.1 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.

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

- A.** Have initiated service under a Freedom Plan for Business Users Plan;
- B.** Have current usage which exceeds the established minimum monthly usage levels for the applicable Freedom Plan for Business Users Plan;
- C.** Have no record of nonpayment, delinquencies or issues of credit worthiness;
- D.** Have received three months of consecutive and uninterrupted service preceding each credit invoice;
- E.** Have selected this Service Term Invoice Free Credit II at the initiation of service or at any time during the first three service months but not later than the first day of service in the fourth month; and,
- F.** Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 5.14.1, preceding.



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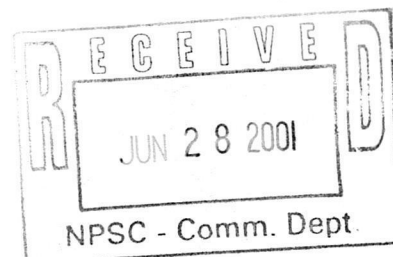
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**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, and TELECOMPETITIVE
SERVICE OFFERINGS (Cont'd)**

5.15 Cross Over Special Service Offers

5.15.1 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 5.15.1.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 5.15.2 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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Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

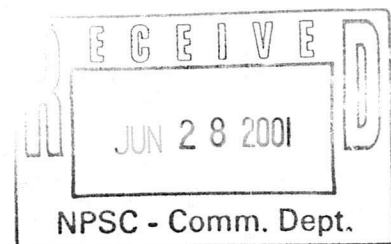
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**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, and TELECOMPETITIVE
SERVICE OFFERINGS (Cont'd)**

5.15 Cross Over Special Service Offers (Cont'd)

5.15.2 Cross Over Century Card (COCC)

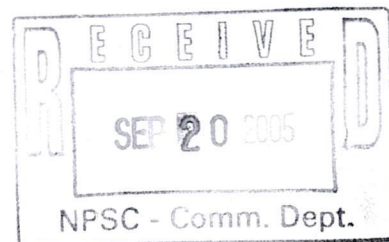
- A.** To induce new customers to order service, for any customer ordering service and which institutes service within 30 days of such order, Company will provide its "Cross Over Century Card" or "COCC," a prepaid calling card worth \$100 for each \$1000 of usage charges incurred by customer in its final 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 5.15.1 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 6 - DESCRIPTION OF SERVICES & RATES

6.1 CierraCom Systems Plan Services & Rates

Company offers the following CierraCom Systems rate plan. Company's standard tariff rate methodology applies in each invoice under this plan. The provisions of Section 3.2 preceding and Section 6.3 following apply. The CierraCom Systems Rate Plan Rates are follows:

6.1.1 Classic 2/Classic Q Rate Plan

(T)

The following rate is available to all customers qualifying for application of the rate cap under the Company's "Welcome Customer Rate Cap Program" under Company's Tariff F.C.C. No. 4, section 4.19, effective April 2, 1998, and to those customers with no minimum monthly intrastate usage at the following rates:

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

(D)

(D)

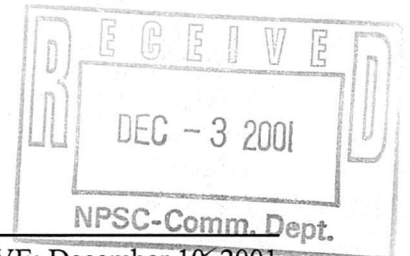
6.1.2 Classic 1 Rate Plan

(T)

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

(T)

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



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SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.1 CierraCom Systems Plan Services & Rates (Cont'd)

6.1.3 Universal Rate Plan (T)

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

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

6.1.4 Prime 2 Rate Plan (T)

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

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

6.1.5 Prime 1 Rate Plan (T)

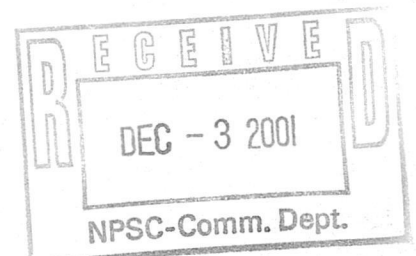
Prime 1 rates are provided to customers whose minimum monthly intrastate usage is over \$20.00 at the following rates: (T)

	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

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SECTION 6 - DESCRIPTION OF SERVICES & RATES**6.1 CierraCom Systems Plan Services & Rates (Cont'd)****6.1.6 Super 1 Rate Plan**

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

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

6.1.7 Super 2 Rate Plan

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

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

6.1.8 Cairo 1 Rate Plan

(T)

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

(T)

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

6.1.9 Cairo 2 Rate Plan

(N)

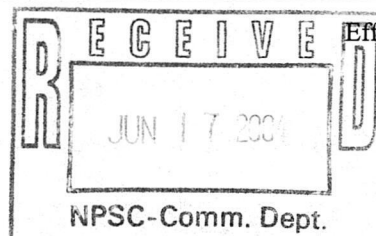
The Cairo 2 Rate Plan can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided to new, "saved" or "Winback" customers, whose minimum monthly intrastate usage is over \$30.00, at the following rates:

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

(N)

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4380 Boulder Highway
Las Vegas, NV 89121



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SECTION 6 - DESCRIPTION OF SERVICES & RATES**6.1 CierraCom Systems Plan Services & Rates (Cont'd)****6.1.10 Limited-Class Switched Rates** (T)

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

A. D-1/D-2 Rate Plan

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

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

B. D-3 Rate Plan

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

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

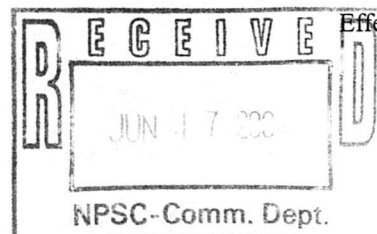
C. D-4 Rate Plan

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

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

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SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.1 CierraCom Systems Plan Services & Rates (Cont'd)

6.1.10 Limited-Class Switched Rates (Cont'd) (T)

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

A. X-1 Rate Plan

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

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

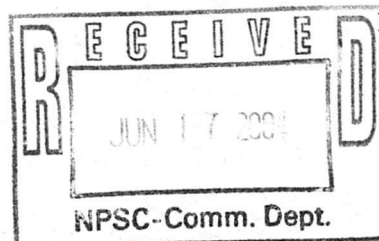
B. X-2 Rate Plan

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

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

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



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SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.2 Rate Plan Adjustment for Customers Billing \$50.00 or Less

(N/I)

- A. Any Rate Category I-V customer (as defined in Table 1 of Section 6.5) in service before August 30, 2001, whose services are not part of an unexpired term plan or usage rate guarantee and which are not subject to treatment procedures, and who billed \$50.00 or less in intrastate calling charges on their November invoice, shall have their peak/business day rates adjusted upward by two Rate Categories effective December 1, 2001.
- B. Any Rate Category VI customer (as defined in Table 1 of Section 6.5) in service before August 30, 2001, whose services are not part of an unexpired term plan or rate guarantee and which are not subject to treatment procedures, and who billed \$50.00 or less in intrastate calling charges on their November invoice, shall have their peak/business day rates adjusted to Rate Category VII effective December 1, 2001.

(N/I)

6.3 Rates for Calls Terminated to a Mobile Phone or Pager

(T)

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

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

6.4 Rates for Calling Cards

(T)

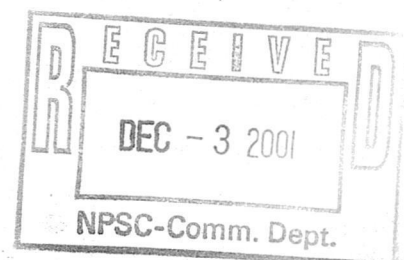
Rates for calling card calls which are not associated with other services are time of day sensitive.

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

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Las Vegas, NV 89121



SECTION 6 - DESCRIPTION OF SERVICES & RATES**6.4 Graduated Rate Categories**

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

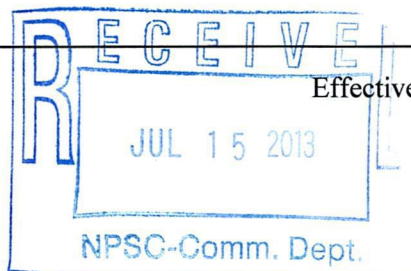
Table 1

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

- A.** Any Rate Category I-VII customers in service on or before April 15, 2013, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories, effective for all calls on or after July 25, 2013, that are reflected on invoices rendered on or after August 15, 2013. (C/I)
- B.** Any Rate Category VIII customers in service on or before April 15, 2013, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted to Rate Category IX, effective for all calls on or after July 25, 2013, that are reflected on invoices rendered on or after August 15, 2013. (C/I)

ISSUED: July 15, 2013

By: Tariff Administrator
250 Pilot Road, Suite 300
Las Vegas, NV 89119



Effective: July 25, 2013

SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.5 Calling Card "Bong" Charge

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

6.6 Directory Assistance Rate per call: \$1.25

6.7 Miscellaneous Charges

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

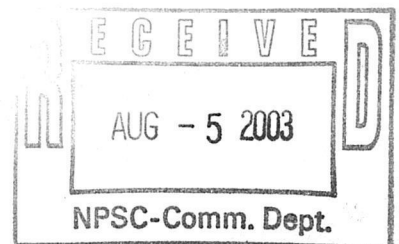
Per Call: \$0.69

(I)

6.8 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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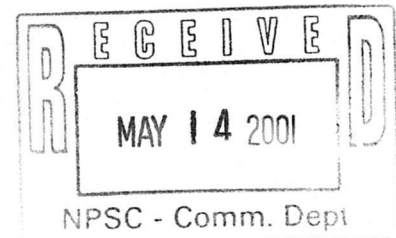
SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.8 CierraCom Systems Service Customer Loyalty Plans

6.8.1 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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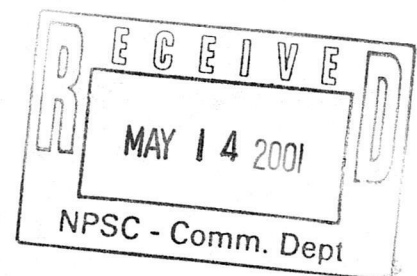
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SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.10 CierraCom Systems Service Customer Loyalty Plans (Cont'd)

6.10.1 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 6.
- 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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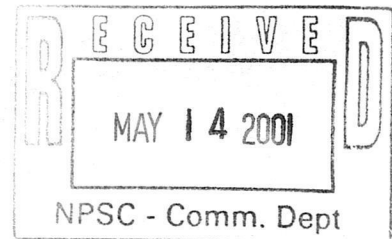
SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.8 CierraCom Systems Service Customer Loyalty Plans (Cont'd)

6.8.2 Customer Loyalty Plan I

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

- A. For each five invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive five-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- B. Eligibility. To be eligible for the 6th invoice free bonus, each customer must:
- have initiated service under CierraCom Systems Service;
 - have current usage which exceeds the established minimum monthly usage levels for the applicable CierraCom Systems Service;
 - have no record of nonpayment in any of the preceding consecutive five-month period of service;
 - have received five consecutive and uninterrupted invoices over the preceding five-month period;
 - have selected the 6th invoice free bonus incentive prior to the first day in the period of service covered by customer's fifth invoice; and
 - pay all charges rendered in customer's fifth invoice in excess of the amount of the applicable credit as calculated under Section 6.8.2.A preceding.



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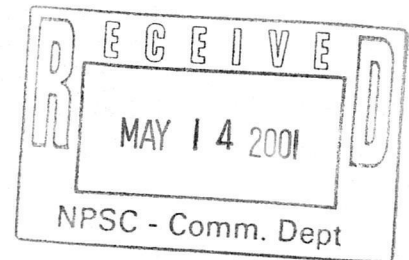
SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.8 CierraCom Systems Service Customer Loyalty Plans (Cont'd)

6.8.3 Customer Loyalty Plan II

CierraCom Systems 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.

- A. For each eight invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive eight-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- B. Eligibility. To be eligible for the 9th invoice free bonus, each customer must:
- have initiated service under the CierraCom Systems Service;
 - have current usage which exceeds the established minimum monthly usage levels for the applicable CierraCom Systems Service;
 - have no record of nonpayment in any of the preceding consecutive eight-month period of service;
 - have received eight consecutive and uninterrupted invoices over the preceding eight-month period;
 - have selected the 9th invoice free bonus incentive prior to the first day in the period of service covered by customer's eighth invoice; and
 - pay all charges rendered in customer's eighth invoice in excess of the amount of the applicable credit as calculated under Section 6.8.3.A preceding.



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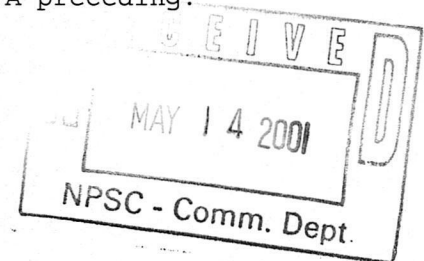
SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.8 CierraCom Systems Service Customer Loyalty Plans (Cont'd)

6.8.4 Customer Loyalty Plan III

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

- A. For each twelve invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive twelve-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- B. Eligibility. To be eligible for the 13th invoice free bonus, each customer must:
- have initiated service under the CierraCom Systems Service;
 - have current usage which exceeds the established minimum monthly usage levels for the applicable CierraCom Systems Service;
 - have no record of nonpayment in any of the preceding consecutive twelve-month period of service;
 - have received twelve consecutive and uninterrupted invoices over the preceding twelve-month period;
 - have selected the 13th invoice free bonus incentive prior to the first day in the period of service covered by customer's twelfth invoice; and
 - pay all charges rendered in customer's twelfth invoice in excess of the amount of the applicable credit as calculated under Section 6.8.4.A preceding.



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SECTION 6 - DESCRIPTION OF SERVICES & RATES

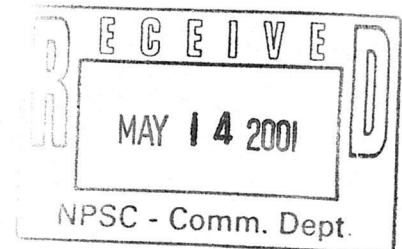
6.8 CierraCom Systems Service Customer Loyalty Plans (Cont'd)

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

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

6.8.6 **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 6 - DESCRIPTION OF SERVICES & RATES

6.9 CierraCom Systems Advantage Card Service (ACS)

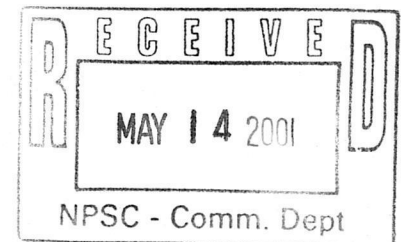
Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in Section 6.11.1 following. Each ACS customer who maintains its eligibility is entitled to free calling card calling equal to 30% of the average monthly charges incurred for the ACS customer's non-calling card calling beginning with customer's 2nd invoice following customer commencement of service as an ACS customer ("Total Calling Advantage").

6.9.1 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).

6.9.2 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 6 - DESCRIPTION OF SERVICES & RATES

6.9 CierraCom Systems Advantage Card Service (ACS) (Cont'd)

6.9.2 Limitations and Disclaimers (Cont'd)

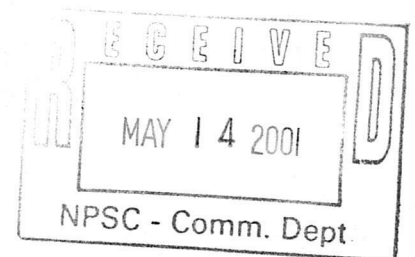
- E. Subject to and in accordance with the provisions of Section 3.5 preceding and the eligibility requirements of Section 6.9.1 preceding, ACS service may be offered to counter a competitive offer that would cause or has caused any customer to select another carrier for its services, that is, ACS service may be offered to "save" or "winback" such customers; provided that at the time customer is "saved" or "wonback," customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required by Section 6.9.1 preceding.
- F. An ACS customer whose service is terminated for cause or which voluntarily terminates Company's service forfeits all unused credits.

6.9.3 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.

6.9.4 Rates

The rates in Section 6.3 preceding apply to the CierraCom Systems ACS service.



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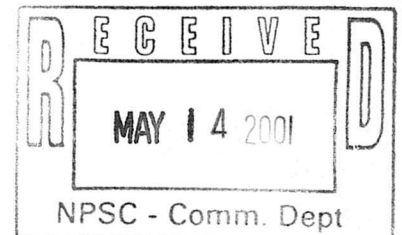
SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.10 Customer Advantage Plans ("CAPs")

6.10.1 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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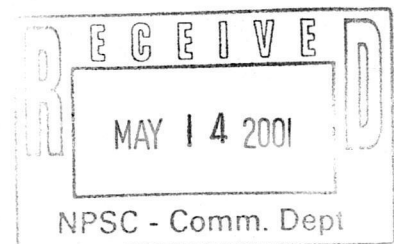
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SECTION 6 - DESCRIPTION OF SERVICES & RATES

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

6.10.1 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 6.
- F. All of the conditions set forth above must exist in order to qualify for the following Customer Advantage Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments, may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Advantage Plans.
- G. To receive the Invoice Free CAPs pursuant to Section 6.10.2 through and including Section 6.10.6 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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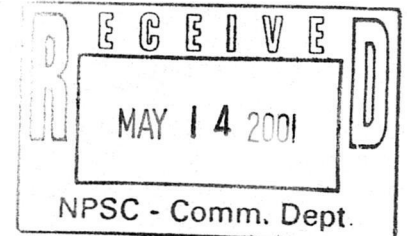
SECTION 6 - DESCRIPTION OF SERVICES & RATES

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

6.10.2 Customer 6th and 12th Invoice Advantage Plan

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

- A. For each five and immediately succeeding six additional invoices of consecutive uninterrupted service (total of 11 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding customer's 6th invoice and for the consecutive eleven-month period preceding customer's 12th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- B. Eligibility. To be eligible for the 6th and 12th invoice free bonuses, each customer must:
- have initiated service;
 - have current usage which exceeds the established minimum monthly usage levels for the applicable service;
 - have no record of nonpayment in any of the preceding consecutive monthly qualifying periods (5 and 11 months) of service;
 - have received first five, then six additional consecutive and uninterrupted invoices over the preceding eleven-month period;
 - have selected the 6th and 12th invoice free bonus incentives prior to the first day in the period of service covered by customer's fifth invoice; and
 - pay all charges rendered in customer's fifth and related eleventh invoice in excess of the amount of the applicable credits as calculated under Section 6.10.2.A preceding.



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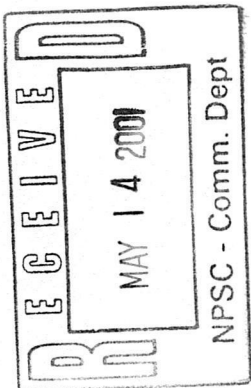
SECTION 6 - DESCRIPTION OF SERVICES & RATES

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

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

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

- A. For each five and immediately succeeding four and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 13 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding customer's 6th invoice, for the consecutive nine-month period preceding customer's 10th invoice, and for the consecutive thirteen month period preceding customer's 14th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- B. Eligibility. To be eligible for the 6th, 10th, and 14th invoice free bonuses, each customer must:
- have initiated service;
 - have current usage which exceeds the established minimum monthly usage levels for the applicable service;
 - have no record of nonpayment in any of the preceding consecutive monthly qualifying periods (5, 9, and 13 months) of service;
 - have received first five, nine, and then thirteen additional consecutive and uninterrupted invoices over the preceding thirteen-month period;
 - have selected the 6th, 10th, and 14th invoice free bonus incentives prior to the first day in the period of service covered by customer's fifth invoice; and
 - pay all charges rendered in customer's fifth and related ninth and thirteenth invoice in excess of the amount of the applicable credits as calculated under Section 6.10.3.A preceding.



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SECTION 6 - DESCRIPTION OF SERVICES & RATES

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

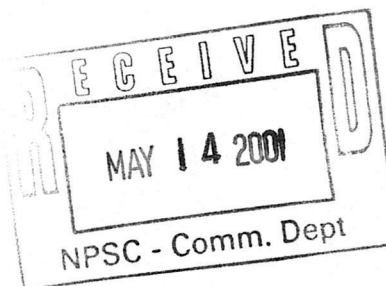
6.10.4 Customer S&W Prepaid Advantage Plan

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

Table

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

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



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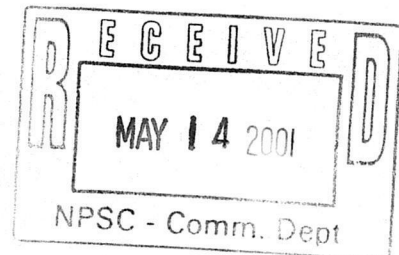
SECTION 6 - DESCRIPTION OF SERVICES & RATES

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

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

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

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



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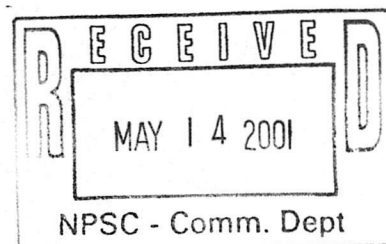
SECTION 6 - DESCRIPTION OF SERVICES & RATES

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

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

- B. Eligibility. To be eligible for the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonuses, each customer must:
- have initiated service;
 - have current usage which exceeds the established minimum monthly usage levels for the applicable service;
 - have no 90-day or older outstanding unpaid balance, and no 60-day or older outstanding unpaid balance equal to or greater than \$50.00;
 - have received first five, eight, twelve, eighteen, twenty-one, and then twenty-five additional consecutive and uninterrupted invoices over the preceding twenty-five month period;
 - have selected the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonus incentives prior to the first day in the period of service covered by customer's fifth invoice; and
 - pay all charges rendered in customer's fifth and related eighth, twelfth, eighteenth, twenty-first, and twenty-fifth invoice in excess of the amount of the applicable credits as calculated under Section 6.10.5.A preceding.
 - contact Company's Customer Care Department to confirm eligibility and to activate the Promotion. A customer must contact Customer Care prior to the last day in the period of service covered by customer's fifth invoice in order to receive all six invoice credits. A customer who meets and continues to meet all other Eligibility requirements except that it does not contact Customer Care to activate the promotion until a date subsequent to the last day in the period of service covered by customer's fifth invoice, will receive all credits on specified invoices (9th, 13th, 19th, 22nd, and 26th) generated by Company after the required contact with Customer Care is made, but will not retroactively receive a credit for any specified invoice already generated by Company.

Example: A customer that meets all other eligibility requirements, except that it does not contact Customer Care prior to the last day in the period of service covered by customer's fifth invoice to activate the promotion, calls Customer Care to activate the promotion two weeks later. The customer will receive credits calculated according to Section 6.12.5.A preceding for the 9th, 13th, 19th, 22nd, and 26th invoices; the customer will not retroactively receive the 6th invoice credit to which it would otherwise have been entitled.



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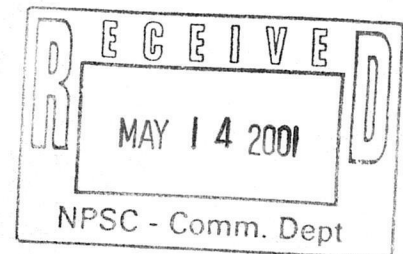
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SECTION 6 - DESCRIPTION OF SERVICES & RATES

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

6.10.6 Customer "Welcome Aboard" Advantage Plan

For new customers who meet the eligibility requirements of Section 6.10.1 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.



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SECTION 6 - DESCRIPTION OF SERVICES & RATES

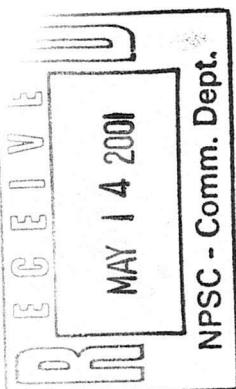
6.11 Service Term Invoice Free Credit

New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 6.11.2 shall receive the Service Term Invoice Free Credit.

6.11.1 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.

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

- A. Have initiated service under an CierraCom Systems Service Plan;
- B. Have current usage which exceeds the established minimum monthly usage levels for the applicable CierraCom Systems 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 6.11.1 preceding.



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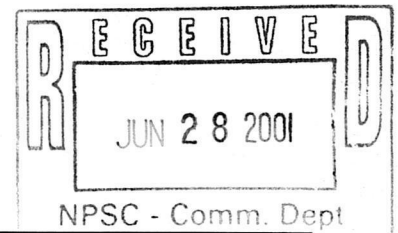
SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.12 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 6.12.2 shall receive the Service Term Invoice Free Credit II.

6.12.1 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.

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

- A. Have initiated service under a CierraCom Systems Service Plan;
- B. Have current usage which exceeds the established minimum monthly usage levels for the applicable CierraCom Systems Service Plan;
- C. Have no record of nonpayment, delinquencies or issues of credit worthiness;
- D. Have received three months of consecutive and uninterrupted service preceding each credit invoice;
- E. Have selected this Service Term Invoice Free Credit II at the initiation of service or at any time during the first three service months but not later than the first day of service in the fourth month; and,
- F. Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 6.12.1, preceding.



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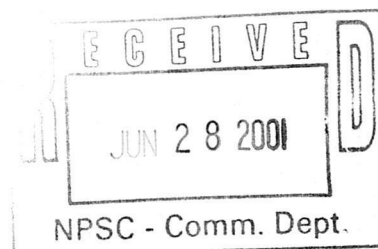
SECTION 6 - DESCRIPTION OF SERVICES & RATES

6.13 20% Credit Every 6 Months

(C)

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

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



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SECTION 6 - DESCRIPTION OF SERVICES & RATES**6.14 1st and 3rd Invoice Credit**

(C)

For new customers and those qualifying as save or winback customers, and who meet the eligibility requirements of Section 6.14.1 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.

(C)

6.14.1 Eligibility

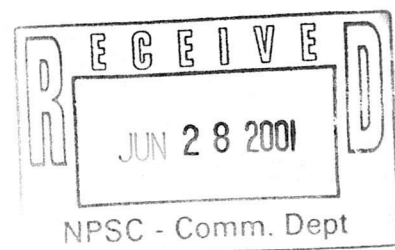
(C)

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.

6.14.2 Terms

(C)

Each \$50.00 pre-paid calling card is decremented at the rates set forth in Section 6.3 for peak rates with each fractional increment of less than 60 seconds rounded to the next full 60 second increment (full minute billing). Rates are distance and time-of-day insensitive.



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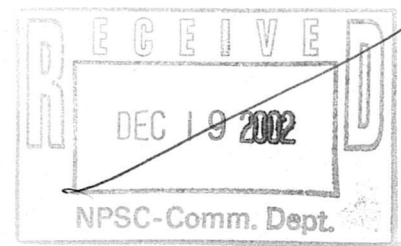
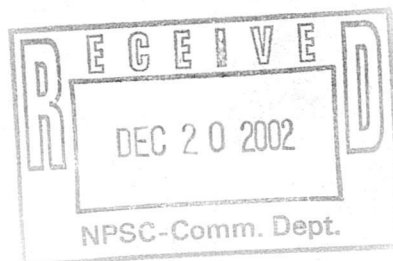
6.15 "One, Two, Three, Every Third Invoice Free" Promotion

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 (6th, 9th, 12th, etc.), equal to an average of the long distance call traffic charges appearing on the two invoices immediately preceding the credit invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges.

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

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



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