REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLYING TO RESOLD END-USER LONG DISTANCE COMMUNICATIONS SERVICES WITHIN THE COMMONWEALTH OF KENTUCKY

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PUBLIC SERVICE COMMISSION
OF KENTUCKY
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PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By
Executive Director

CHECK SHEET

The Title Page and Pages 1 to 121, inclusive, of this tariff are effective as of the date shown. Original and revised pages, as named below, contain all changes from the original tariff that are in effect on the date thereon, except as otherwise noted.

PAGE	REVISION NUMBER	PAGE	REVISION NUMBER	PAGE	REVISION NUMBER
1	Sixth Revised	18.1	Fifth Revised	29.8	Fourth Revised
2	Forty Ninth Revised*	18.2	Third Revised	29.9	Fourth Revised
2.1	Sixteenth Revised	19	Sixth Revised	29.10	Fourth Revised
3	Third Revised	19.1	Third Revised	29.11	Fourth Revised
4	Eighth Revised	19.2	Third Revised	29.12	Fourth Revised
5	Fifth Revised	19.3	Third Revised	29.13	Third Revised
6	Fifth Revised	19.4	Third Revised	29.14	Third Revised
7	Fourth Revised	19.5	Third Revised	29.15	Third Revised
8	Second Revised	19.6	Third Revised	29.16	Second Revised
9	Second Revised	20	Second Revised	30	Eleventh Revised*
10	Second Revised	21	Third Revised	31	Tenth Revised
11	Second Revised	21.1	Twenty Ninth Revised	32	Eighth Revised
12	Third Revised	21.2	Third Revised	33	Eleventh Revised
13	Third Revised	21.3	Second Revised	33.1	Twelfth Revised
14	Third Revised	21.4	Second Revised	33.2	Third Revised
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17	Fourth Revised	27.5	Third Revised	41	Fourth Revised
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18.0.5	Second Revised	29.5	Fourth Revised	45.2	Second Revised
18.0.6	Second Revised	29.6	Fourth Revised	46	Twenty Sixth Revised
18.0.7	Second Revised	29.7	Fourth Revised	47	Fifth Revised
18.0.8	Second Revised	29.7.1	Third Revised	48	Third Revised
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TARIFF FORMAT

Page Numbering - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1.

Explanation of Symbols - When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised page(s) through the use of the following symbols:

(C) - To signify changed regulation.

(D) - To signify discontinued rate or regulation.

(I) - To signify increased rates.

(M) - To signify material relocated from one page to another without change.

(N) - To signify new rate, regulation, or text.

(R) - To signify reduced rate.

(T) - To signify a change in text, but no change in rate or regulation.

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1.0 EXPLANATION OF TERMS AND ABBREVIATIONS

Access Line _ An arrangement which connects the Customer's telephone to the Company's designated switching center or point of presence.

ANI - Used throughout this tariff to mean Affinity Network Incorporated.

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

Bill Second - One-sixtieth of a minute.

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

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

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

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

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

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1.0 EXPLANATION OF TERMS AND ABBREVIATIONS (CONT'D)

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 - Affinity Network Incorporated unless otherwise clearly indicated by the context.

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

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

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

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

LEC - Local Exchange Carrier.

KPSC - Kentucky Public Service Commission.

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.

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1.0 EXPLANATION OF TERMS AND ABBREVIATIONS (CONT'D)

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

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

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

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

Total Call Units (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."

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

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

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2.0 RULES AND REGULATIONS

2.1 Application of Tariff

2.1.1 This tariff contains the regulations and rates applicable to intrastate long distance resale telecommunications services between points within the State of Kentucky.

(A) The Company may, from time to time, offer various enhanced services and information services within the State of Kentucky. Such services will be provided pursuant to contract and will not be governed by this tariff.

(B) The Company may also, from time to time, offer switching and/or transmission to other telecommunications carriers, for resale to such companies' customers. The rates for any such services will be determined pursuant to contract, and Section 4 of this Tariff will not apply thereto.

2.1.2 The services of the Company are not part of a joint undertaking with any other telecommunications entity, but do involve the resale of the Intrastate Long Distance Message Toll Services (MTS) of underlying common carriers.

2.1.3 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company.

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2.0 RULES AND REGULATIONS (CONT'D)

2.2 Use of Services

2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.

2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

2.2.4 The Company's services are available for use twenty-four hours per day, seven days per week.

2.2.5 The Company does not undertake to transmit messages pursuant to this tariff, but its services may be used for that purpose.

2.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff in compliance with 807 KAR 5:006, Section 11 and paragraph 2.5.1 of this tariff.

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2.0 RULES AND REGULATIONS (CONT'D)

2.3 Liability of The Company

2.3.1 The Company's liability for damages arising from any failure of service shall not exceed an amount equivalent to the proportionate charge to the customer for the period during which the failure occurs.

2.3.2 The Company shall be indemnified and saved harmless by any customer, user or by any other entity against claims for libel, slander or the infringement of copyright arising from the material transmitted over its services; and against all other claims arising out of any act or omission of a customer or of any other entity in connection with the services provided by the Company.

2.3.2 The Company is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the services of the Company.

2.3.3 Acceptance by the Commission of the liability provisions contained in this tariff does not constitute its determination that the limitation of liability imposed by the Company should be upheld in a court of law, but the recognition that, as it is the duty of the courts to adjudicate negligence claims and rights to recover damages, therefore, so it is the duty of the courts to determine the validity of exculpatory provisions of this tariff.

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2.0 RULES AND REGULATIONS (CONT'D)

2.3 Liability of The Company (cont'd)

2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any customer, user or other entity from any and all loss, claims, demands, suits, or other action or any liability whatever, whether suffered, made, instituted, or asserted by any customer, user or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any customer, user or any other entity or any other property whether owned or controlled by the customer, user or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the customer, user or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by the Company which is not the direct result of the Company's negligence.

2.3.6 The Company shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.

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2.0 RULES AND REGULATIONS (Cont'd)

2.3 Liability of The Company (Cont'd)

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

2.4 Responsibilities of the Customer

2.4.1 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.

2.4.2 The customer is responsible for charges incurred for special construction and/or special facilities which the customer requests and which are ordered by the Company on the customer's behalf.

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2.0 RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Customer (Cont'd)

2.4.2 The customer is responsible for charges incurred for special construction and/or special facilities which the customer requests and which are ordered by the Company on the customer's behalf.

2.4.3 If required for the provision of the Company's services, the customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.

2.4.4 The customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the customer when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.

2.4.5 The customer shall ensure that the equipment and/or system is properly interfaced with the Company facilities or services, that the signals emitted into the Company network are of the proper mode, bandwidth, power, and signal level for the intended use of the customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices.

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2.0 RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Customer (Cont'd)

2.4.5 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.

2.4.6 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.

2.4.7 The customer must pay for the loss through theft of any the Company equipment installed at customer's premises.

2.4.8 The customer is responsible for payment of the charges set forth in this tariff.

2.4.9 The customer is responsible for compliance with the applicable regulations set forth in this tariff.

2.5 Cancellation or Interruption of Services

2.5.1 The Company may discontinue service without incurring liability in accordance with and following proper notice pursuant to 807 KAR 5:006, Section 14 under the conditions summarized below:

(A) With ten days written notice to the customer for noncompliance with utility or commission rules and regulations after a reasonable effort has been made to induce compliance.

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2.0 RULES AND REGULATIONS (Cont'd)

2.5 Cancellation or Interruption of Services (Cont'd)

(B) Without prior notice when a dangerous condition exists on the customer's or applicant's premises. The Company must immediately notify the customer of the reason(s) service was disconnected and the corrective action necessary for service restoral.

(C) With fifteen days written notice when a customer or applicant refuses or neglects to provide reasonable access to the premises.

(D) The Company is not required to furnish service to any applicant when such applicant is indebted to the Company until such applicant pays the indebtedness.

(E) Service may be discontinued or refused if the customer or applicant does not comply with state, municipal or other codes, rules and regulations applying to such service.

(F) With five (5) days written notice (separate from the bill) for nonpayment of bills. The Company must make a reasonable effort to induce the customer to pay and shall not cut_off service before twenty (20) days after the mailing of the original bill.

(G) Without notice for illegal use or theft of service pursuant to 807 KAR 5:006, Section 14 (1) (g).

2.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of customer and Company equipment and services and may continue such interruption until any items of non_compliance or improper equipment operation so identified are rectified.

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2.0 RULES AND REGULATIONS (Cont'd)

2.6 Contested Charges

Customer complaints and contested charges will be handled in accordance with 807 KAR 5:006, Section 9. For consideration of any disputed charge, a user must submit in writing, in person or by telephone, to the Company, within 30 days of the date the bill is issued, the call details and the basis for any requested adjustment. The Company will promptly investigate and advise the user as to its findings and disposition, and their right of appeal to the Kentucky Public Service Commission. Any undisputed charges must be paid on a timely basis.

2.7 Deposits

The Company does not require a deposit from the customer.

2.8 Taxes

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

2.9 Late Payment Charge

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

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2.0 RULES AND REGULATIONS (Cont'd)

2.10 Service Cancellation, Discontinuance and Termination

Subject to and to be construed consistent with section 2.5.1, 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.

2.10.1 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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2.0 RULES AND REGULATIONS (Cont'd)

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

2.10.1 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.

2.10.2 Cancellation

2.10.2.1 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.

2.10.2.2 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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2.0 RULES AND REGULATIONS (Cont'd)

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

2.10.2 Cancellation (Cont'd)

2.10.2.3 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.

2.10.3 Temporary Discontinuance

2.10.3.1 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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2.0 RULES AND REGULATIONS (Cont'd)

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

2.10.3 Temporary Discontinuance (Cont'd)

2.10.3.2 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.

2.10.3.3 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.

2.10.3.4 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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2.0 RULES AND REGULATIONS (CONT'D)

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

2.10.3.4 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.

2.10.4 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 2.10.3.4, 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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2.0 RULES AND REGULATIONS (Cont'd)

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

2.10.5 Termination. A specific service or any combination of multiple services may be terminated if Company determines to cease provisioning the service or services for a customer or class of customers for cause. For purposes of this section, "cause" is defined as follows:

2.10.5.1 The circumstances giving rise to Company's determination to cancel, temporarily discontinue or permanently discontinue a service or any combination of multiple services are determined by Company to be immune to positive changes or improvement.

2.10.5.2 The offering of the service or services is no longer warranted because customer demand for the service or services has fallen below the level needed to maintain the service or services on a cost effective or operationally practical basis or both

2.10.5.3 The offering of the service or services is no longer warranted because applicable laws, regulation, or government policy have separately or in combination made continued provisioning of the service or services technically and/or competitively infeasible, economically unviable or operationally impracticable.

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2.0 RULES AND REGULATIONS (Cont'd)

2.11 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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2.0 RULES AND REGULATIONS (Cont'd)

2.11 Service Term Commitments (Cont'd)

D. **1-Year Term Agreement** – In consideration for a guarantee, granted to certain new customers, that a customer's long distance Interstate and Intrastate/IntraLata usage rates will not increase during the Agreement term, such customers may elect to be subject to a 1-Year Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by twelve (12) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination.

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

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2.0 RULES AND REGULATIONS (Cont'd)

2.12 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.

2.12.1 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.

2.12.2 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.

2.12.3 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.

2.12.4 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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2.0 RULES AND REGULATIONS (Cont'd)

2.13 Arbitration of Disputes

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

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

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3.0 DESCRIPTION OF SERVICE

3.1 General Description of Services

Company's intrastate toll services include switched and dedicated outbound and inbound services or specified combinations thereof and include calling card service as specified. No minimum monthly usage and no installation charges apply. Company's services are offered only in conjunction with its interstate services as tariffed before the Federal Communications Commission and are offered on an intrastate basis subject to the provisions of Sections 3.2, 3.3 and 3.4, following, as applicable. Company offers flat rate service as its "All Time Period" or "ATP" service and peak (business day)/off-peak (non-business day) service as its "Time Period" or "TP" service. Discounted rates are available based on volume and term commitments. All service is provided via standard business or residential access lines, with dedicated line services offered to businesses and other customers whose volume of service requires dedicated facilities. Services originate from equal access areas only unless otherwise specified in this tariff. Directory assistance is available.

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SECTION 3 -EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

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, Equivalent, and Total and are in lieu of additional surcharges, the imposition of minimum service terms or other special charges, unless expressly set forth in this tariff.

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SECTION 3 -EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

3.2.5 Call Unit Calculations

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

TABLE 1 - Calls of a Minute or Less

Duration (In seconds)	TCU's	
1-18*	3.2	(I)
19-22	3.3	|
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	(I)

* calls are subject to an 18-second minimum.

TABLE 2 - Calls in Minutes

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

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

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SECTION 3 -EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

3.2.6 Reserved for Future Use

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SECTION 3 -EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

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3.2 Rate Elements (Cont'd)

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3.2 Rate Elements (Cont'd)

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3.2 Rate Elements (Cont'd)

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3.2 Rate Elements (Cont'd)

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3.2 Rate Elements (Cont'd)

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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)

3.2.8 All calls incur charges for Minimum and applicable Equivalent Call Units and all calls of more than 18 seconds will also incur charges for applicable Incremental Call Units.

3.2.9 When the connection is established in one rate period and ends in another, the rate for each rate period applies to the portion of the connection occurring within that rate period. In the event that a billing increment is split between two rate periods the rate in effect at the start of the billing increment applies.

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SECTION 3 -EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

3.2.10 Rounding

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

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

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3.2 Rate Elements (Cont'd)

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SECTION 3 -EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

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3.0 DESCRIPTION OF SERVICE (CONT'D)

3.3 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call. At present, Carrier does not offer mileage sensitive products or services.

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

Step 1 _ Obtain the "V" and "H" coordinates for the rate center of the customer's switch and the destination point.

Step 2 _ Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the Difference between the "H" coordinates.

Step 3 _ Square the differences obtained in Step 2.

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

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

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

Formula:

$$\sqrt{\frac{(V_1_V_2)^2+(H_1_H_2)^2}{10}}$$

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3.0 DESCRIPTION OF SERVICE (Cont'd)

3.4 Rating Periods

3.4.1 Peak (Business Day)/Off Peak (Non-Business Day) Rate Periods

The appropriate rates apply for peak (business day) and off-peak (non-business day) calls based on the following time periods.

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

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

3.4.2 Time of Day Rate Periods

The appropriate rates apply for day, evening and night/weekend calls based on the following chart. At present, Carrier does not offer services based on the traditional day, evening, night time of day rating periods.

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

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SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.5 Freedom Plans

Subject to Section 6.1 following, carrier offers services under its Freedom Plan 2000 and Freedom Plan for Business Users (collectively, the "Freedom Plans") based on the Rate Plans and categories as specified following. Rates are graduated as shown in Table 1 following, higher to lower, that is, Rate Category I for the Cairo 2 Rate Plan contains Carrier's lowest offered rates and Rate Category XI for the Basic Q Rate Plan contains Carrier's top rates.

Table 1

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

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

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

3.5.3 **Reserved for Future Use.**

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3.0 DESCRIPTION OF SERVICE (CONT'D)

3.6 Telecompetitive Service Offerings ("TSOs")

3.6.1 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.

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

3.6.3 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.

3.6.4 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.

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

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3.0 DESCRIPTION OF SERVICE (CONT'D)

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

3.6.6 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.

3.7 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 3.6 preceding.

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4.0 - RATES

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4.0 - RATES (Cont'd)

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4.5 TSO Service - Specific Offerings

4.5.1 TSO Standard ATP Rate Plan - 1

Switched outbound and/or inbound services during all time periods are provided to customers at the following rates. No minimum monthly usage is required.

Minimum Call Unit or Fraction	Incremental Call Units or Fraction
$0.0426	$0.0142

4.5.2 TSO Dedicated Outbound/Inbound ATP Rate Plan -1

Dedicated outbound and/or inbound services during all time periods are provided to customers at the following rates. No minimum monthly usage is required.

Minimum Call Unit or Fraction	Incremental Call Units or Fraction
$0.027	$0.009

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4.0 - RATES (Cont'd)

4.7 Freedom Plans

Company offers two Freedom Plans, its Freedom Plan 2000 and its Freedom Plan for Business Users. Company's standard tariff rate methodology applies in each invoice under its Freedom Plan 2000. Section 6.1 applies to Company's Freedom Plan for Business Users. The following Freedom Plans rate plans, the Basic Q, Classic Q, Classic 2, Classic 1, Universal, Prime 1, Prime 2, Super, and Cairo Rate Plans are offered. The provisions of Section 3.2, 3.5 and 4.8.2 of this tariff apply. The Freedom Plan Rates are as follows: (T)

4.7.1 Basic Q

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0573	$0.0191
Off-Peak/Non-Business Day	$0.0573	$0.0191

4.7.2 Classic Q Rate Plan

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0456	$0.0152
Off-Peak/Non-Business Day	$0.0456	$0.0152

4.7.3 Classic 2 Rate Plan

Classic 2 rates are provided to customers whose minimum monthly intrastate usage is over $10.00 at the following rates: (C)

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

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4.0 - RATES (Cont'd)

4.7 Freedom Plans (Cont'd)

4.7.4 Classic 1 Rate Plan

Classic 1 rates are provided to customers whose minimum monthly intrastate usage is over $15.00 at the following rates: (C)

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0417	$0.0139
Off-Peak/Non-Business Day	$0.0417	$0.0139

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4.0 - RATES (Cont'd)

4.7 Freedom Plans (Cont'd)

4.7.5 Universal Rate Plan

Universal rates are provided to customers whose minimum monthly intrastate usage is over $20.00 at the following rates: (C)

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0387	$0.0129
Off-Peak/Non-Business Day	$0.0387	$0.0129

4.7.6 Prime 2 Rate Plan

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0297	$0.0099
Off-Peak/Non-Business Day	$0.0297	$0.0099

4.7.7 Prime 1 Rate Plan

Prime 1 rates are provided to customers whose minimum monthly intrastate usage is over $30.00 at the following rates: (C)

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

4.7.8 Super 1 Rate Plan

Super 1 Rates are provided to customers whose minimum monthly intrastate usage is over $35.00 at the following rates: (C) (C)

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

4.7.9 Super 2 Rate Plan

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

	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

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4.0 - RATES (Cont'd)

4.7 Freedom Plans (Cont'd)

4.7.10 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)

	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

4.7.11 Cairo 2 Rate Plan (N)

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

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

(N)

4.8 Rates for Calling Cards and Mobile Phone/Pager Termination

4.8.1 Rates for Calling Cards

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0636	$0.0212
Off-Peak/Non-Business Day	$0.0573	$0.0191

4.8.2 Rates for Calls Terminated on a Mobile Phone or Pager

From and after January 4, 2000, all calls terminated to a mobile phone shall be charged the following rates:

Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
$0.0537	$0.0179

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4.0 - RATES (Cont'd)

4.9 Miscellaneous Charges

4.9.1 Payphone Surcharge

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

Per Call $0.69 (I)

4.9.2 Directory Assistance Rate per call: $ 1.25

4.9.3 Calling Card "Bong" Charge

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

4.9.4 Account Recourse Charges (ARCs)

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

Final Adjusted Invoice Rate (FAIR) For a Customer whose last service date is less than 18 days into Customer's final billing cycle.	$ 0.458 per applicable full billing increment
Final Adjusted Invoice Rate (FAIR) For a Customer whose last service date is more than 18 days into Customer's final billing cycle.	$ 0.229 per applicable full billing increment
Final Adjusted Invoice Rate (FAIR) Calling Card Service	$ 0.212 per applicable full billing increment for all services plus a call set up charge of $0.50 per call

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

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4.0 - RATES (Cont'd)

4.9 Miscellaneous Charges

4.9.5 Limited-Class Switched Rates

4.9.5.1 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	$0.0237	$0.0079
Off-Peak/Non-Business Day	$0.0237	$0.0079

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

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	$0.0177	$0.0059
Off-Peak/Non-Business Day	$0.0177	$0.0059

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4.0 - RATES (Cont'd)

4.9 Miscellaneous Charges

4.9.5 Limited-Class Switched Rates (Cont'd)

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

A. X-1 Rate Plan

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0357	$0.0119
Off-Peak/Non-Business Day	$0.0357	$0.0119

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	$0.0327	$0.0109
Off-Peak/Non-Business Day	$0.0327	$0.0109

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4.0 - RATES (Cont'd)

4.9 Miscellaneous Charges

4.9.6 Reserved for Future Use (T)

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5.0 -BILL FORMAT

The company's bill format contains the following information:

* Each page identifies the company "AFFINITY NETWORK INCORPORATED", the customer's name, statement date and page number.

The Bill Summary Page contains:

* Customer name, address, and identification number.
* Name and address of AFFINITY NETWORK INCORPORATED to which payments should be made.
* Statement date.
* Page number.
* Summary of charges, including number of calls, number of minutes used and amount, categorized by service type.
* Account activity, including previous balance, credits, payments, current charges and total amount due.
* Toll free number for inquiries (1-800-772-4667).

Call Detail Pages contain:

* Call detail information for each call, including: date of call, time of call, destination telephone number with city and state, rate period (day, evening or night/weekend), call length, and call charges.
* Optional telemanagement reports. Calls may be summarized by originating telephone number, destination area code, frequently called numbers, time of day, long calls, day of month or other optional reports.

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SECTION 6
PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE SERVICE OFFERINGS

6.1 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 Kentucky during Business Day hours. The following services are eligible for the Freedom Plan for Business Users: 1+ Outbound, Toll Free Access (800/888/877) and Internet Access. The Freedom Plan for Business Users does not apply to calling card calls, nor to customers deciding to receive services under Company's Super 1 Rate Plan.

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

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

6.1.3 Reserved For Future Use.

6.1.4 Companion Federal Rate Guarantee.

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

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

6.1.5 Terms and Conditions. Each term and condition of this Section 6 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.

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SECTION 6
PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE SERVICE OFFERINGS

6.2 "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.

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PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE SERVICE OFFERINGS

6.3 Reserved For Future Use.

6.4 INETBA Service

INETBA Service offers Company's Freedom Plan 2000 and Freedom Plan for Business Users (collectively, the "Freedom Plans") intrastate interexchange services in exclusive combination with its Internet Web page design and hosting services and its Internet Access - DSL services where facilities are available. Any small business which orders Company's Internet Web page design and hosting services and who meets all other eligibility requirements applicable to the Freedom Plans set forth in this tariff is eligible for INETBA Service. INETBA Service is available for calls that originate and terminate within this state, and includes 1+ Outbound, Toll Free Access (800/888/877), and Calling Card calling. All rate provisions applicable to Company's Freedom Plans, Sections 3.2, 3.5, 4.7, 4.8 and 4.9, and all other provisions of this tariff applicable to the Freedom Plans apply to INETBA Service except as otherwise provided.

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PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE SERVICE OFFERINGS

6.5 Advantage Card Service (ACS)

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in 6.5.1 following. Each ACS Customer who maintains its eligibility is entitled to free calling card calling equal to 30% of the average monthly charges incurred for the ACS Customer's non-calling card calling beginning with Customer's 2nd invoice following Customer commencement of service as an ACS Customer ("Total Calling Advantage").

6.5.1 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).

6.5.2 Limitations and Disclaimers

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

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

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

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PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE SERVICE OFFERINGS

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

6.5.2 Limitations and Disclaimers (Cont'd)

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

E. Subject to and in accordance with the provisions of Section 3.5 preceding and the eligibility requirements of 6.5.1 preceding, ACS service may be offered to counter a competitive offer that would cause or has caused any Customer to select another carrier for its services, that is, ACS service may be offered to "save" or "winback" such Customers; provided that at the time Customer is "saved" or "wonback," Customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required 6.5.1 preceding.

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

6.5.3 Reinstatement

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

6.5.4 Rates

The rates set forth in Section 4.8.1 preceding apply to ACS service.

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SECTION 6
PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE SERVICE OFFERINGS

6.6 Customer Advantage Plans ("CAPs")

6.6.1 General Terms and Conditions

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

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

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

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

6.6.1 General Terms and Conditions (Cont'd)

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

D. CAPs are available for all published rates.

E. Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Section 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 6.6.2 through and including 6.6.6 following, a Customer must call Customer Care before the issuance date of each credit bearing invoice to verify Customer eligibility except as otherwise provided following.

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

6.6.2 Customer 6th and 12th Invoice Advantage Plan

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

6.6.2.1 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 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.

6.6.2.2 Eligibility. To be eligible for the 6th and 12th invoice free bonuses, each Customer must:

- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no record of nonpayment in any of the preceding consecutive month qualifying periods (5 and 11 months) of service;
- have received first five, then six additional consecutive and uninterrupted invoices over the preceding eleven-month period;
- have selected the 6th and 12th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eleventh invoice; and
- pay all charges rendered in Customer's fifth and related eleventh invoice in excess of the amount of the applicable credits as calculated under 6.6.2.1, preceding.

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

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

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

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

6.6.3.2 Eligibility. To be eligible for the 6th, 10th, and 14th invoice free bonuses, each Customer must:

- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no record of nonpayment in any of the preceding consecutive month qualifying periods (5, 9, and 13 months) of service;
- have received first five, nine, and then thirteen additional consecutive and uninterrupted invoices over the preceding thirteen-month period;
- have selected the 6th, 10th, and 14th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
- pay all charges rendered in Customer's fifth and related ninth and thirteenth invoice in excess of the amount of the applicable credits as calculated under 6.6.3.1, preceding.

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

6.6.4 Customer "Thanks for Taking the Time" Advantage Plans

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

On and after June 12, 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.

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

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

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

Minimum Call Unit Value @ 60 seconds or Fraction	Incremental Call Unit Value @ 60 seconds or Fraction
$0.212	$0.212

6.6.4.1.3 Availability. Company's TTT-1 service promotion is available on and after June 12, 2000 until December 12, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

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

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

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

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

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

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

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

On and after June 12, 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.

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

Denomination	Monthly Usage Volume
$250.00	$250.00+

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

Minimum Call Unit Value @ 60 seconds or Fraction	Incremental Call Unit Value @ 60 seconds or Fraction
$0.212	$0.212

6.6.4.2.3 Availability. Company's TTT service promotion is available on and after June 12, 2000 until December 12, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

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

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

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

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

6.6.4.2.5 Second Card Availability. During the term of this promotional offering, a second TTT Card in the same denomination listed in Section 6.6.4.2.1 preceding will be made available to customers requesting and receiving Company's Website Design and Hosting Services as set forth in 6.4 preceding.

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

6.6.5 Customer S&W Prepaid Advantage Plan

On and after June 12, 2000, any customer which qualifies as a "save" or "winback" customer will upon so qualifying receive a Company prepaid (debit) card or cards equal to the "saved" or "wonback" Customer's immediately preceding full month's (30 days) volume of non-calling card charges multiplied by 2.5. The table following demonstrates how the denomination of an S&W card is determined on a per-Customer basis.

Table

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

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

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

Minimum Call Unit @ 60 seconds or Fraction	Incremental Call Unit @ 60 seconds or Fraction
$0.212	$0.212

6.6.5.2 Availability. Company's S&W Card service promotion is available on and after June 12, 2000 until December 12, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

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

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

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

6.6.5.4 Second S&W Card Availability. An additional S&W Card(s) in the qualifying denomination of the Customer as listed in Section 6.6.5.1 preceding will be made available to any such customer which requests and receives Company's Website Design and Hosting Services as set forth in 6.4 preceding.

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

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

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

6.6.6.1 For each five, and the immediately succeeding three, and next immediately succeeding four, and next immediately succeeding six, and next immediately succeeding three, and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 25 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the consecutive five month period preceding Customer's 6th invoice; for the consecutive eight-month period preceding Customer's 9th invoice; for the consecutive 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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6.6 Customer Advantage Plans ("CAPs") (Cont'd)

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

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

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

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

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

6.6.6.2 Eligibility (Cont'd)

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

Example: A Customer that meets all other eligibility requirements, except that it does not contact Customer Care prior to the last day in the period of service covered by Customer's fifth invoice to activate the promotion, calls Customer Care to activate the promotion two weeks later. The Customer will receive credits calculated according to Section 6.6.6.1 preceding for the 9th, 13th, 19th, 22nd, and 26th invoices; the Customer will not retroactively receive the 6th invoice credit to which it would otherwise have been entitled.

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

6.6.7 Save/Winback Off-Peak/Non-Business Day Adjustments

Customers whose rates are adjusted pursuant to 4.7.10 preceding and who then qualify as a "save" or "winback" customer are eligible to be rerated to the rates prior to any applicable adjustment made pursuant to 4.7.10.

6.6.8 1st and 3rd Invoice Credits

For new customers and those qualifying as save or winback customers, and who meet the eligibility requirements of Section 6.6.8.1 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.

6.6.8.1 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.

6.6.8.2 Terms

Each $50.00 pre-paid calling card is decremented at the rates set forth in Section 4.8.1 for peak/business 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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6.7 20% Credit Every 6 Months

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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6.8 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 $0.109 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 $0.109 will have their Rate Category adjusted upward to a Rate Category corresponding to a call unit rate of $0.109 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 June 30, 2006, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories or to the highest available rate category, whichever is lower, effective for all calls on or after October 1, 2006, that are reflected on invoices rendered on or after November 1, 2006. (I)

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6.9 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.

6.10 Save/Winback Off-Peak/Non-Business Day Adjustments

Customers whose rates are adjusted pursuant to Section 6.8.2.7 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 Section 6.8.2.7.

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SECTION 6
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(Cont'd)

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 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 6.11.1, preceding.

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SECTION 6
PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE SERVICE OFFERINGS
(Cont'd)

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 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 6.12.1, preceding.

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SECTION 6
PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE SERVICE OFFERINGS
(Cont'd)

6.13 Cross Over Special Service Offers

6.13.1 Cross Over Credit (COC)

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

B. **Limitations and Disclaimers**

The COC credit is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.

If earned, as specified in Section 6.13.1.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 6.13.2 following.

The COC is noncumulative (cannot be carried over to any following month or otherwise accumulated).

A customer whose service is terminated for cause or who terminates Company's service in its discretion prior to the completion of its minimum service term forfeits its COC credit.

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(Cont'd)

6.13 Cross Over Special Service Offers (Cont'd)

6.13.2 Cross Over Century Card (COCC)

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

B. Limitations and Disclaimers

This offer is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.

The COCC card will be issued following Customer's commencement of service.

This offer is not available with Company's 5% credit offer set forth in Section 6.13.1 preceding.

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

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

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SECTION 6
PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

6.13 Cross Over Special Service Offers (Cont'd)

6.13.2 Cross Over Century Card (COCC) (Cont'd)

B. Limitations and Disclaimers (Cont'd)

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

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

COCC calls must originate and terminate from locations in the state from areas served with equal access. COCC calls are rated at $0.75 per minute of use and are distance, day-of-week, and time-of-day insensitive. Non-transport charges do not apply.

If at any time prior to the completion of its use period, any of customer's services is terminated for cause, for any service customer in its discretion terminates, or should customer fail at any time to comply with the conditions of this Section, at the time of termination or failure of compliance, the unused value of the COCC card shall be cancelled immediately by Company.

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SECTION 7

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SECTION 8

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9.0 - HORIZONONE COMMUNICATIONS PLAN

9.1 HorizonOne Communications Plan

Any business Customer meeting the eligibility requirements set forth following is eligible for the HorizonOne Communications Plan. The following services are eligible for the HorizonOne Communications Plan: 1+ Outbound, Toll Free Access (800/888/877), calling card calls, and Internet Access. All provisions of Sections 1, 2, 3.1 through 3.4, and 4.9 through 4.11 of this tariff apply to HorizonOne Communications Plans except as otherwise provided following.

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

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

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9.0 - HORIZONONE COMMUNICATIONS PLAN (Cont'd)

9.1 HorizonOne Communications Plan (Cont'd)

9.1.3 Companion Federal Rate Guarantee.

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

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

9.1.4 Terms and Conditions. Each term and condition of this Section 9 and Company's Tariff F.C.C. No. 4, including specific eligibility provisions, apply and serve to qualify the availability and continuation of a Customer's call unit rate guarantee as set forth herein.

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9.0 - HORIZONONE COMMUNICATIONS PLAN (Cont'd)

9.2 HorizonOne Communications Plan (Cont'd)

9.1.5 "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.

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9.0 - HORIZONONE COMMUNICATIONS PLAN (Cont'd)

9.1 HorizonOne Communications Plan (Cont'd)

9.1.6 The following HorizonOne Communications Plans for interLATA and intraLATA services are offered - the Classic Rate Plans. The provisions of Sections 9.1.8 and 9.1.7.2 apply. HorizonOne Communications rates are as follows:

9.1.6.1 Basic Q Rate Plan

Basic Q rates are provided to customers with no minimum monthly intrastate usage requirements at the followings rate:

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Businss Day	$0.0573	$0.0191
Off-Peak/Non-Business Day	$0.0573	$0.0191

9.1.6.2 Classic Q Rate Plan

Classic Q rates are provided to customers whose minimum monhtly intrastate usage is over $5.00 at the following rates: (C)

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Businss Day	$0.0456	$0.0152
Off-Peak/Non-Business Day	$0.0456	$0.0152

9.1.6.3 Classic 2 Rate Plan

Classic 2 rates are provided to customers whose minimum monthly intrastate usage is over $10.00 at the following rates: (C)

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

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9.0 - HORIZONONE COMMUNICATIONS PLAN (Cont'd)

9.1 HorizonOne Communications Plan (Cont'd)

9.1.6 (Cont'd)

9.1.6.4 Classic 1 Rate Plan

Classic 1 rates are provided to customers whose minimum monthly intrastate usage is over $15.00 at the following rates: (C)

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0417	$0.0139
Off-Peak/Non Business Day	$0.0417	$0.0139

9.1.6.5 Universal Rate Plan

Universal rates are provided to customers whose minimum monthly intrastate usage is over $20.00 at the following rates: (C)

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0387	$0.0129
Off-Peak/Non Business Day	$0.0387	$0.0129

9.1.6.6 Prime 2 Rate Plan

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0297	$0.0099
Off-Peak/Non Business Day	$0.0297	$0.0099

9.1.6.7 Prime 1 Rate Plan

Prime 1 rates are provided to customers whose minimum monthly intrastate usage is over $30.00 at the following rates: (C)

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

9.1.6.8 Super 1 Rate Plan

Super 1 rates are provided to customers whose minimum monthly intrastate usage is over $35.00 at the following rates: (C)

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

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9.0 - HORIZONONE COMMUNICATIONS PLAN (Cont'd)

9.1 HorizonOne Communications Plan (Cont'd)

9.1.6 (Cont'd)

9.1.6.9 Super 2 Rate Plan

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

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

9.1.6.10 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)

	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

9.1.6.11 Cairo 2 Rate Plan (N)

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

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

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9.0 - HORIZONONE COMMUNICATIONS PLAN (Cont'd)

9.1 HorizonOne Communications Plan (Cont'd)

9.1.6 (Cont'd)

9.1.6.12 Limited-Class Switched Rates

9.1.6.12.1 **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	$0.0237	$0.0079
Off-Peak/Non-Business Day	$0.0237	$0.0079

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

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	$0.0177	$0.0059
Off-Peak/Non-Business Day	$0.0177	$0.0059

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9.0 - HORIZONONE COMMUNICATIONS PLAN (Cont'd)

9.1 HorizonOne Communications Plan (Cont'd)

9.1.6 (Cont'd)

9.1.6.12 Limited-Class Switched Rates (Cont'd)

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

A. X-1 Rate Plan

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

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	$0.0357	$0.0119
Off-Peak/Non-Business Day	$0.0357	$0.0119

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	$0.0327	$0.0109
Off-Peak/Non-Business Day	$0.0327	$0.0109

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9.0 - HORIZONONE COMMUNICATIONS PLAN (Cont'd)

9.1.7 Rates for Calling Cards and Mobile Termination

9.1.7.1 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	$0.0636	$0.0212
Off-Peak/Non-Business Day	$0.0573	$0.0191

9.1.7.2 Rates for Calls Terminated on a Mobile Phone or Pager

From and after January 4, 2000, 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
$0.0537	$0.0179

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9.0 - HorizonOne Communications Plan (Cont'd)

9.1 HorizonOne Communications Plan (Cont'd)

9.1.8 Carrier offers services under this Section 9 based on the Rate Plans and categories as specified following. Rates are graduated as shown in Table 1 following, higher to lower, that is, Rate Category I for the Cairo 2 Rate Plan contains Carrier's lowest offered rates and Rate Category XI for the Basic Q Rate Plan contains Carrier's top rates.

Table 1

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

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

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

9.1.8.3 Reserved for Future Use.

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9.0 - HorizonOne Communications Plan (Cont'd)

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

9.2.1 9th Invoice Free Bonus Incentive. Customers who meet the eligibility requirements set forth in 9.2.1.2 will receive a credit on their 9th invoice as provided following.

9.2.1.1 9th Invoice Free Terms. For any nine invoices covering at least one day and eight months of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly usage and non-usage charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive nine month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

9.2.1.2 Eligibility. To be eligible for a 9th Invoice Free Bonus, each Customer must have initiated HorizonOne Communications International Plan service; have current usage which exceeds the established minimum monthly usage levels set forth in section 6.15.1 of Company's Tariff FCC No. 4; have no record of nonpayment in any of the preceding consecutive eight month period of service; have received eight consecutive and uninterrupted invoices over the preceding eight month period; have selected the 9th invoice credit prior to the first day in the period of service covered by Customer's ninth invoice; and pay all charges rendered in Customer's ninth invoice in excess of the amount of the applicable credit as calculated under 9.2.1.1 preceding.

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9.0 - HorizonOne Communications Plan (Cont'd)

9.2 HorizonOne Communications "International Plan" (Cont'd)

9.2.2 13th Invoice Free Bonus Incentive. Customers who meet the eligibility requirements set forth in 9.2.2.2 will receive a credit on their 13th invoice as provided following.

9.2.2.1 13th Invoice Free Terms. For any thirteen invoices covering at least one day and twelve months of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly usage and non-usage charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive thirteen month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

9.2.2.2 Eligibility. To be eligible for a 13th Invoice Free Bonus, each Customer must have initiated HorizonOne Communications International Plan service; have current usage which exceeds the established minimum monthly usage levels set forth in section 6.15.1 of Company's Tariff FCC No. 4; have no record of nonpayment in any of the preceding consecutive eight month period of service; have received twelve consecutive and uninterrupted invoices over the preceding twelve month period; have selected the 13th invoice credit prior to the first day in the period of service covered by Customer's thirteenth invoice; and pay all charges rendered in Customer's thirteenth invoice in excess of the amount of the applicable credit as calculated under 9.2.2.1 preceding.

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9.0 - HorizonOne Communications Plan (Cont'd)

9.2 HorizonOne Communications "International Plan" (Cont'd)

9.2.3 9th and 13th Invoices Free Bonus Incentive. Customers who meet the eligibility requirements set forth in 9.2.3.2 will receive credits on their 9th and 13th invoices as provided following.

9.2.3.1 9th and 13th Invoices Free Terms. For any nine invoices covering at least one day and eight months of consecutive uninterrupted service, if then immediately followed by any four additional invoices covering a total period of at least one day and twelve months of consecutive uninterrupted service, credits shall be calculated equal to the lower of either (i) the average of the Customer's monthly usage and non-usage charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive nine month period and the immediately following four month (total thirteen months) period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

9.2.3.2 Eligibility. To be eligible for the 9th and 13th Invoices Free Bonus, each Customer must have initiated HorizonOne Communications International Plan service; have current usage which exceeds the established minimum monthly usage levels set forth in section 6.15.1 of Company's Tariff FCC No. 4; have no record of nonpayment in any of the preceding consecutive months of service; have received nine consecutive and uninterrupted invoices over the preceding nine month period followed by an additional four months of consecutive uninterrupted invoices (total of thirteen invoices); have selected the 9th invoice credit prior to the first day in the period of service covered by Customer's ninth invoice; and then have selected the 13th invoice credit prior to the first day in the period of service covered by Customer's thirteenth invoice; and pay all charges rendered in Customer's thirteenth invoice in excess of the amount of the applicable credit as calculated under 9.2.3.1 preceding.

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9.0 - HorizonOne Communications Plan (Cont'd)

9.2 HorizonOne Communications "International Plan" (Cont'd)

9.2.4 9th and 18th Invoices Free Bonus Incentive. Customers who meet the eligibility requirements set forth in 9.2.4.2 will receive credits on their 9th and 18th invoices as provided following.

9.2.4.1 9th and 18th Invoices Free Terms. For any nine invoices covering at least one day and eight months of consecutive uninterrupted service, if then immediately followed by any nine additional invoices covering a total period of at least one day and seventeen months of consecutive uninterrupted service, credits shall be calculated equal to the lower of either (i) the average of the Customer's monthly usage and non-usage charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive nine month period and the immediately following nine month (total eighteen months) period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

9.2.4.2 Eligibility. To be eligible for the 9th and 18th Invoices Free Bonus, each Customer must have initiated HorizonOne Communications International Plan service; have current usage which exceeds the established minimum monthly usage levels set forth in section 6.15.1 of Company's Tariff FCC No. 4; have no record of nonpayment in any of the preceding consecutive months of service; have received nine consecutive and uninterrupted invoices over the preceding nine month period followed by an additional nine months of consecutive uninterrupted invoices (total of eighteen invoices); have selected the 9th invoice credit prior to the first day in the period of service covered by Customer's ninth invoice; and then have selected the 18th invoice credit prior to the first day in the period of service covered by Customer's eighteenth invoice; and pay all charges rendered in Customer's eighteenth invoice in excess of the amount of the applicable credit as calculated under 9.2.4.1 preceding.

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9.0 - HorizonOne Communications Plan (Cont'd)

9.3 - 9.9 Reserved for Future Use.

9.10 INETBA Service

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

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9.0 - HorizonOne Communications Plan (Cont'd)

9.11 Advantage Card Service (ACS)

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in 9.11.1 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").

9.11.1 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).

9.11.2 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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9.0 - HorizonOne Communications Plan (Cont'd)

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

9.11.2 Limitations and Disclaimers (Cont'd)

E. Subject to and in accordance with the provisions of Section 3.5 preceding and the eligibility requirements of 9.11.1 preceding, ACS service may be offered to counter a competitive offer that would cause or has caused any Customer to select another carrier for its services, that is, ACS service may be offered to "save" or "winback" such Customers; provided that at the time Customer is "saved" or "wonback," Customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required by 9.11.1 preceding.

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

9.11.3 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.

9.11.4 Rates

The rates in Section 9.1.7.1 preceding apply to the ACS service.

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9.0 - HorizonOne Communications Plan (Cont'd)

9.12 Customer Advantage Plans ("CAPs")

9.12.1 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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9.0 - HorizonOne Communications Plan (Cont'd)

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

9.12.1 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 9.

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

G. To receive the Invoice Free CAPs pursuant to 9.12.2 through and including 9.12.6 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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9.0 - HorizonOne Communications Plan (Cont'd)

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

9.12.2 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.

9.12.2.1 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 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.

9.12.2.2 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 9.12.2.1, preceding.

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9.0 - HorizonOne Communications Plan (Cont'd)

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

9.12.3 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.

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

9.12.3.2 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 9.12.3.1, preceding.

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9.0 - HorizonOne Communications Plan (Cont'd)

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

9.12.4 Customer "Thanks for Taking the Time" Advantage Plans

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

On and after June 12, 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.

9.12.4.1.1 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.

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

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

Minimum Call Unit Value @ 60 seconds or Fraction	Incremental Call Unit Value @ 60 seconds or Fraction
$0.212	$0.212

9.12.4.1.3 Availability. Company's TTT-1 service promotion is available on and after June 12, 2000 until December 12, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

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9.0 - HorizonOne Communications Plan (Cont'd)

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

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

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

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

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9.0 - HorizonOne Communications Plan (Cont'd)

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

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

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

On and after June 12, 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.

9.12.4.2.1 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.

Denomination	Monthly Usage Volume
$250.00	$250.00+

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

Minimum Call Unit Value @ 60 seconds or Fraction	Incremental Call Unit Value @ 60 seconds or Fraction
$0.212	$0.212

9.12.4.2.3 Availability. Company's TTT service promotion is available on and after June 12, 2000 until December 12, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

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9.0 - HorizonOne Communications Plan (Cont'd)

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

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

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

9.12.4.2.4 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.

9.12.4.2.5 Second Card Availability. During the term of this promotional offering, a second TTT Card in the same denomination listed in Section 9.12.4.2.1 preceding will be made available to customers requesting and receiving Company's Website Design and Hosting Services as set forth in 9.12 preceding.

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9.0 - HorizonOne Communications Plan (Cont'd)

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

9.12.5 Customer S&W Prepaid Advantage Plan

On and after June 12, 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.

9.12.5.1 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 @ 60 seconds or Fraction	Incremental Call Unit @ 60 seconds or Fraction
$0.212	$0.212

9.12.5.2 Availability. Company's S&W Card service promotion is available on and after June 12, 2000 until December 12, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

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9.0 - HorizonOne Communications Plan (Cont'd)

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

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

9.12.5.3 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).

9.12.5.4 Second S&W Card Availability. An additional S&W Card(s) in the qualifying denomination of the Customer as listed in Section 9.12.5.1 preceding will be made available to any such customer which requests and receives Company's Website Design and Hosting Services as set forth in 9.12 preceding.

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9.0 - HorizonOne Communications Plan (Cont'd)

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

9.12.6 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.

9.12.6.1 For each five, and the immediately succeeding three, and next immediately succeeding four, and next immediately succeeding six, and next immediately succeeding three, and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 25 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the consecutive five month period preceding Customer's 6th invoice; for the consecutive eight-month period preceding Customer's 9th invoice; for the consecutive twelve-month period preceding Customer's 13th invoice; for the consecutive 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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9.0 - HorizonOne Communications Plan (Cont'd)

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

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

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

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

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

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

9.12.6.2 Eligibility (Cont'd)

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

Example: A Customer that meets all other eligibility requirements, except that it does not contact Customer Care prior to the last day in the period of service covered by Customer's fifth invoice to activate the promotion, calls Customer Care to activate the promotion two weeks later. The Customer will receive credits calculated according to Section 9.12.4.1 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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9.0 - HorizonOne Communications Plan (Cont'd)

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

9.12.7 Customer "Welcome Aboard" Advantage Plan

For new Customers who meet the eligibility requirements of Section 9.12.1 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.

9.12.8 Save/Winback Off-Peak/Non-Business Day Adjustments

Customers whose rates are adjusted pursuant to 9.1.6.10 preceding and who then qualify as a "save" or "winback" customer are eligible to be rerated to the rates prior to any applicable adjustment made pursuant to 9.1.6.10.

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

9.12.9 Service Term Invoice Free Credit. New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 9.12.9.2 shall receive the Service Term Invoice Free Credit.

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

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

A. Have initiated service under a HorizonOne Communications Plan;

B. Have current usage which exceeds the established minimum monthly usage levels for the applicable HorizonOne Communications 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 9.12.9.1, preceding.

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9.0 - HorizonOne Communications Plan (Cont'd)

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

9.12.10 Service Term Invoice Free Credit II. New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 9.12.10.2 shall receive the Service Term Invoice Free Credit II.

9.12.10.1 **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.

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

A. Have initiated service under a HorizonOne Communications Plan;

B. Have current usage which exceeds the established minimum monthly usage levels for the applicable HorizonOne Communications Plan;

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

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

E. Have selected this Service Term Invoice Free Credit II at the initiation of service or at any time during the first three service months but not later than the first day of service in the fourth month; and,

F. Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 9.12.10.1, preceding.

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EXECUTIVE DIRECTOR

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10.0 - QUANTUMLINK COMMUNICATIONS PLAN

10.1 QuantumLink Communications Service

10.1.1 General - Signature Services are tailored to different classes of customers whose specific service profiles are defined by like-kinded characteristics as set forth herein. In addition, these services are billed under and pursuant to the service name (under a service mark or trade mark) as expressly designated herein - the "Signature" services. Signature Services are offered in conjunction with related local, interstate and international services to the extent expressly so referenced herein and in related jurisdictionally defined tariffs or otherwise. QuantumLink Communications Services therefore constitute a family of services featuring intrastate services under this tariff, interstate and international services, and as and when tariffed in each state, local exchange services, and may include non-tariffed services such as cellular/wireless, paging and Internet access. QuantumLink Communications is a service mark representing a division of the Company. QuantumLink Communications[SM] Service includes outbound 1+, facsimile, toll free access and calling card services and is available seven days a week, 24 hours a day.

10.1.2 Rate Description - Charges are rated based on time of day, are distance insensitive and governed by Section 3.1 through 3.4 preceding. Whether for Peak/Business Day hours or Off-Peak/Non-Business Day hours, initial call duration is billed as a Minimum Call Unit (MCU) and is measured at a minimum call duration of 18 seconds, that is, call durations of less than 18 seconds are rounded to a full 18 seconds; and incremental call duration is billed as Incremental Call Units (ICUs) and measured by call duration segments of not less than 6 seconds with the final call segment just prior to effective disconnection, rounded to the next full 6 seconds of call duration. The Company's standard rate structure applies, that is, non-transport/non-usage charges are billed in Equivalent Call Units (ECUs) distributed over the duration of each call of twenty (20) minutes or less except as otherwise provided in this tariff.

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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

10.1 QuantumLink Communications Service (Cont'd)

10.1.3 Limitations and Disclaimers -

10.1.3.1 No Service Tie-ins. Except for credits which are or may be applicable to a Customer's interstate and/or international service as duly tariffed in those jurisdictions, QuantumLink Communications Service is not available to any customer whose intrastate service already contains one or more specialized offerings for service within this state.

10.1.3.2 Discontinuance. QuantumLink Communications Service, and/or any applicable credit offers associated therewith, or any term or condition affecting the availability and/or rates for QuantumLink communications Service or associated credit offer, may be discontinued at any time with or without notice to Customer and without liability to customer, any authorized user or third party.

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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

10.2 QuantumLink Communications Service Plans

Any business Customer whose usage meets the monthly minimum usage levels set forth following and meeting the eligibility requirements set forth in 10.2.1, following is eligible for the applicable QLC Service Plans. QLC Plans apply only to calls that originate and terminate at locations within the state. The following services are eligible under all QLC Services: 1+ Outbound, Toll Free Access (800/888/877), and Calling Card. QLC Services apply only to those Customers whose service commencement date begins from and after the effective date of this tariff revision.

10.2.1 Eligibility - To be eligible for a QLC Service Plan, Customer must meet or exceed minimum monthly usage levels set forth in section 10.3, following, 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 QLC, and must have originated and terminated domestic interstate usage within the 30 day period preceding Customer's service commencement date with QLC.

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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

10.2 QuantumLink Communications Service Plans (Cont'd)

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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

10.2 QuantumLink Communications Service Plans (Cont'd)

10.2.1.1 Rates for 1+ and Toll Free Access ("TFA") (800/888/887) Services

Subject to the provisions of sections 10.2.1 preceding and sections 10.3.2 and 10.10 following, for Peak/Business Day hours under the QLC service plans the 1+ and TFA rates are as follows:

Plan of Service	Minimum Call Unit	Incremental Call Unit	Per Minute Charge*	Equivalent Call Unit Charge	Minimum Revenue Commitment	
QLC I	0.0573	0.0191	0.191	0.0191	None	
QLC II	0.0456	0.0152	0.152	0.0152	$4.99 or less	
QLC III	0.0447	0.0149	0.149	0.0149	$5.00-10.00	
QLC IV	0.0417	0.0139	0.139	0.0139	$10.00-15.00	
QLC V	0.0387	0.0129	0.129	0.0129	$15.00-20.00	
QLC VI	0.0297	0.0099	0.099	0.0099	$20.00-25.00	
QLC VII	0.0267	0.0089	0.089	0.0089	$25.00-30.00	
QLC VIII	0.0237	0.0079	0.079	0.0079	$30.00-35.00	
QLC IX	0.0207	0.0069	0.069	0.0069	$35.00+	
QLC X	0.0147	0.0049	0.049	0.0049	$25.00	
QLC XI***	0.0147	0.0049	0.049	0.0049	$30.00	(N)

* Min. Call Unit (@18 secs. + 7 Incremental Call Unit @ 6 secs. = Per Minute Charge.)
** QLC Plan Of Service X can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided exclusively to new customers.
***QLC Plan Of Service XI can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, (N)
and is provided to new, "saved" or "Winback" customers. (N)

Subject to the provisions of Section 10.2.1 preceding and Sections 10.2.3, 10.3.2 and 10.10 following.

Plan of Service	Minimum Call Unit	Incremental Call Unit	Per Minute Charge*	Equivalent Call Unit Charge	Minimum Revenue Commitment	
QLC I	0.0573	0.0191	0.191	0.0191	None	
QLC II	0.0456	0.0152	0.152	0.0152	$4.99 or less	
QLC III	0.0447	0.0149	0.149	0.0149	$5.00-10.00	
QLC IV	0.0417	0.0139	0.139	0.0139	$10.00-15.00	
QLC V	0.0387	0.0129	0.129	0.0129	$15.00-20.00	
QLC VI	0.0297	0.0099	0.099	0.0099	$20.00-25.00	
QLC VII	0.0267	0.0089	0.089	0.0089	$25.00-30.00	
QLC VIII	0.0237	0.0079	0.079	0.0079	$30.00-35.00	
QLC IX	0.0207	0.0069	0.069	0.0069	$35.00+	
QLC X	0.0147	0.0049	0.049	0.0049	$25.00	
QLC XI***	0.0147	0.0049	0.049	0.0049	$30.00	(N)

* Min. Call Unit (@18 secs. + 7 Incremental Call Unit @ 6 secs. = Per Minute Charge.)
** QLC Plan Of Service X can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided exclusively to new customers.
***QLC Plan Of Service XI can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, (N)
and is provided to new, "saved" or "Winback" customers. (N)

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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

10.2 QuantumLink Communications Service Plans (Cont'd)

10.2.2 Reserved for Future Use (T)

(D)

(D)

10.2.2.3 Rate Plan Adjustment for Customers Billing $50.00 or Less (D)

(D)

(D)

(D)

(D)

(D)

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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

10.2 QuantumLink Communications Service Plans (Cont'd)

10.2.3 Carrier offers service 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 1 for the QLC XI Rate Plan contains Carrier's lowest offered rates and Rate Category 11 for the QLC I Rate Plan containing Carrier's top rates.

Table 1

Rate Plan	Rate Category
QLC I	11
QLC II	10
QLC III	9
QLC IV	8
QLC V	7
QLC VI	6
QLC VII	5
QLC VIII	4
QLC IX	3
QLC X	2
QLC XI	1

10.2.3.1 Any Rate Category 1-9 customers in service on or before June 30, 2005, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories, effective for all calls on or after October 1, 2005, that are reflected on invoices rendered on or after November 1, 2005. (C/I)

10.2.3.2 Any Rate Category 10 customers in service on or before June 30, 2005, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted to Rate Category 11, effective for all calls on or after October 1, 2005, that are reflected on invoices rendered on or after November 1, 2005. (C/I)

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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

10.2.4 Standard 1+ and Toll Free Access Rates

Subject to the provisions of Section 10.8.3.5 following, Company provides its 1+ and toll-free access service to customers not meeting eligibility requirements contained in Sections 10.2.1 and 10.2.2 preceding at the following rates with no minimum revenue commitment:

Minimum Call Unit	Incremental Call Unit	Per Minute Charge*	Equivalent Call Unit Charge
$0.06	$0.020	$0.20	$0.020

- Min. Call Unit @18 seconds + 7 Incremental Call Units @ 6 seconds = Per Minute Charge.

10.2.5 Rate Plan Adjustments for Non-Calling Plan Customers

Subject to 10.16.8 following, the off-peak/non-business rates in 10.2.2 preceding for QLC II Rate customers whose service is not part of an unexpired term, rate guarantee or similar calling plan, not subject to treatment procedures, and whose rates have not been changed in any of the four invoices preceding September 12, 2000 shall be rated at the QLC I rates as set forth in 10.2.2 preceding.

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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

10.3 Calling Card Rates and Mobile Termination Rates

10.3.1 Calling Card Rates

Subject to the provisions of Section 10.21 preceding and Section 10.10 following, for all hours, the charges for calling card usage under all QLC service plans are as follows:

	MCU	ICU	CPM	ECU
Peak/Business Day	0.0636	0.0212	0.212	0.0212
Off-Peak/Non-Business Day	0.057	0.019	0.19	0.019

10.3.2 Rate for Calls Terminated to a Mobile Phone or Pager

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
$0.0537	$0.0179

* Minimum Call Unit @ 18 seconds + 7 Incremental Call Unit @ 6 seconds = Per Minute Charge.

10.4 Companion Federal Rate Guarantee

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

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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

10.4.1 Limited-Class Switched Rates

10.4.1.1 **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	$0.0237	$0.0079
Off-Peak/Non-Business Day	$0.0237	$0.0079

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

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	$0.0177	$0.0059
Off-Peak/Non-Business Day	$0.0177	$0.0059

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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

10.4.1 Limited-Class Switched Rates (Cont'd)

10.4.1.2 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 ECUs as described in Section 10.10.4 through 10.10.8 following.

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	$0.0357	$0.0119
Off-Peak/Non-Business Day	$0.0357	$0.0119

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	$0.0327	$0.0109
Off-Peak/Non-Business Day	$0.0327	$0.0109

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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

10.4.2 "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.

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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

10.5 Customer Credit Programs

10.5.1 Customer Loyalty Credits - Each QuantumLink Communications Customer meeting the eligibility requirements set forth in 10.5.1.2, following, shall receive the respective Customer Loyalty Credit calculated in accordance with the following provisions.

10.5.1.1 Length of Service Credit. For twelve invoices covering consecutive months of uninterrupted service, a credit shall be calculated equal to the average of the Customer's monthly usage (excluding fees, taxes, surcharges, assessments, and similar charges) for the preceding consecutive service period covering twelve invoices.

10.5.1.2 Eligibility. To be eligible for a Length of Service Credit each Customer must: have initiated service at least 12 months prior to the first day in the period of service covered by Customer's thirteenth invoice; have current usage which meets or exceeds the established minimum monthly usage levels as set forth in section 10.2; 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 this credit prior to the first day in the period of service covered by Customer's thirteenth invoice; and pay all charges rendered in Customer's thirteenth invoice in excess of the amount of the applicable credit as calculated under 10.5.1.1, preceding.

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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

10.6 Customer Loyalty Plans - 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 QuantumLink Communications'K 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 featuring the specified rates for each Plan are available for eligible Customers taking outbound and inbound equal access switched services of QuantumLink Communications originated from and terminated to locations within this state whenever QuantumLink Communications determines that but for the availability of these rates, QuantumLink Communications will not retain an existing Customer ("save") or will not be able to winback a prior Customer already having switched its services to another carrier ("winback").

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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

10.6 Customer Loyalty Plans - General Terms and Conditions (Cont'd)

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

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

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

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

10.6.4 CLPs are available for all published rates.

10.6.5 Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by QuantumLink Communications a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this section 10.

10.6.6 All of the conditions set forth in sections 10.6.1 through and including this section 10.6.6, must exist in order to qualify for the following Customer Loyalty Plans. QuantumLink Communications shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with QuantumLink Communications. Additional terms and/or conditions, such as term or volume commitments may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by QuantumLink Communications prior to institution of the first billing for services under the applicable Customer Loyalty Plans.

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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

10.7 Customer Loyalty Plans I-II

10.7.1 Customer Loyalty Plan I – QLC I, II and III Service Plan Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in 10.7.1.2 will receive a credit on their 6th invoice as provided following.

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

10.7.1.2 Eligibility. To be eligible for the 6th invoice free bonus, each Customer must:

- have initiated service under the QLC I, II or III Service Plan;
- have current usage which exceeds the established minimum monthly usage levels for the QLC I, II or III Service Plan;
- 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 sixth invoice in excess of the amount of the applicable credit as calculated under 10.7.1.1 preceding.

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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

10.7 Customer Loyalty Plans I-II (Cont'd)

10.7.2 Customer Loyalty Plan II - QLC IV and V Service Plan Customers who qualify as either a "save" or a "winback"and who meet the eligibility requirements set forth in 10.7.2.2 will receive a credit on their 9th invoice as provided following.

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

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

have initiated service under the QLC IV or V Service Plan;
have current usage which exceeds the established minimum monthly usage levels for the QLC IV or V Service Plan;
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 ninth invoice in excess of the amount of the applicable credit as calculated under 10.7.2.1, preceding.

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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

10.7 Customer Loyalty Plans I-III (Cont'd)

10.7.3 Customer Loyalty Plan III. QLC VII Service Plan Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in 10.7.3.2 will receive a credit on their 13th invoice as provided following.

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

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

A. have initiated service under the QLC VII Service Plan;

B. have current usage which exceeds the established minimum monthly usage levels for the QLC VII Service Plan;

C. have no record of nonpayment in any of the preceding consecutive twelve-month period of service;

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

E. 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

F. pay all charges rendered in Customer's thirteenth invoice in excess of the amount of the applicable credit as calculated under 10.7.3.1, preceding.

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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

10.9 Miscellaneous Charges

10.9.1 Standard Directory Assistance

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

Per Call	
Directory Assistance Charge	$1.25

10.9.2 Remote Access Surcharge

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

Per Call $0.69 (I)

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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

10.9 Miscellaneous Charges

10.9.1 Standard Directory Assistance

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

Per Call	
Directory Assistance Charge	$1.25

10.9.2 Remote Access Surcharge - A surcharge applies to all calls originated at payphones using a service access code.

Per Call	$ 0.55

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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

10.9 Miscellaneous Charges (Cont'd)

10.9.3 Rates and Billing for Delinquent Accounts - When payment of charges, which are due upon receipt, remain unpaid after 59 days from the invoice date, the Customer's rates are subject to adjustment and special billing procedures as follows.

10.9.3.1 Charges incurred for the period from the first day of the month or other billing cycle following the last day of the preceding month or other billing cycle through the end of the current month or billing cycle, shall be adjusted as follows:

Charges for call duration are rerated and billed at the highest rate tariffed for the type of service rendered. A surcharge of $0.35 per call also applies.

10.9.3.2 Upon payment of all unpaid charges, any late fees, and the per call surcharges under this section, a Customer whose rates have been adjusted and billed under this section will be restored to service at the rates applicable to its services prior to its becoming delinquent in payment.

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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

10.9 Miscellaneous Charges (Cont'd)

10.9.4 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)..... $ 0.458 per applicable full billing increment
For a Customer whose last service date
is less than 18 days into Customer's
final billing cycle.

Final Adjusted Invoice Rate (FAIR)..... $ 0.229 per applicable full billing increment
For a Customer whose last service date
is more than 18 days into Customer's
final billing cycle.

Final Adjusted Invoice Rate (FAIR)..... $ 0.212 per applicable full billing increment
Calling Card Service for all services plus a call set up
charge of $.050 per call

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

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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

10.9 Miscellaneous Charges (Cont'd)

10.9.5 Waiver of Charges - A Miscellaneous charge or charges will be waived upon request whenever application of such charge or charges increases a Customer's total charges for service above the charges such Customer has been offered or has available for the same service from a competing Company. QuantumLink Communications may require documentation or other credible evidence useful in verifying the competitive offering and any waiver is subject to the net revenue test as defined by the FCC. Nothing herein shall be construed to require QuantumLink Communications to waive any charge if in the sole and exclusive discretion of QuantumLink Communications such waiver conflicts or may conflict with law or regulation. Waivers will be granted to all Customers similarly situated. A Customer is similarly situated if the circumstances of that Customer are substantially and materially like those which justified the waiver in the first instance. QuantumLink Communications shall not be liable in the administration of waivers except for willful misconduct.

10.9.6 RESERVED FOR FUTURE USE.

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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

10.10 - 10.12 Reserved For Future Use.

10.13 INETBA Service

INETBA Service offers Company's 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 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 rates and other provisions of this tariff apply to INETBA Service except as otherwise provided.

10.14 Reserved for Future Use.

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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

10.15 Advantage Card Service (ACS)

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in 10.15.1 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").

10.15.1 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).

10.15.2 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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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

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

10.15.2 Limitations and Disclaimers (Cont'd)

E. Subject to and in accordance with the provisions of Section 3.6 preceding and the eligibility requirements of 10.15.1 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 10.15.1 preceding.

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

10.15.3 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.

10.15.4 Rates

The rates in Section 10.3.1 preceding apply to the ACS service.

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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

10.16 Customer Advantage Plans ("CAPs")

10.16.1 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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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

10.16 Customer Advantage Plans ("CAPs")

10.16.1 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 3.

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 10.16.2 through and including 10.16.6following, 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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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

10.16 Customer Advantage Plans ("CAPs")

10.16.2 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.

10.16.2.1 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, 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.

10.16.2.2 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 10.16.2.1, preceding.

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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

10.16 Customer Advantage Plans ("CAPs")

10.16.3 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.

10.16.3.1 For each five and immediately succeeding four and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 13 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding Customer's 6th invoice, for the consecutive nine-month period preceding Customer's 10th invoice, for the consecutive thirteen month period preceding Customer's 14th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

10.16.3.2 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 10.16.3.1 preceding.

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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

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

10.16.4 Customer "Thanks for Taking the Time" Advantage Plans

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

On and after June 12, 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.

10.16.4.1.1 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.

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

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

Minimum Call Unit Value @ 60 seconds or Fraction	Incremental Call Unit Value @ 60 seconds or Fraction
$0.212	$0.212

10.16.4.1.3 Availability. Company's TTT-1 service promotion is available on and after June 12, 2000 until December 12, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

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

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

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

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

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

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

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

On and after June 12, 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.

10.16.4.2.1 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.

Denomination	Monthly Usage Volume
$250.00	$250.00+

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

Minimum Call Unit Value @ 60 seconds or Fraction	Incremental Call Unit Value @ 60 seconds or Fraction
$0.212	$0.212

10.16.4.2.3 Availability. Company's TTT service promotion is available on and after June 12, 2000 until December 12, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

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

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

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

10.16.4.2.4 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.

10.16.4.2.5 Second Card Availability. During the term of this promotional offering, a second TTT Card in the same denomination listed in Section 10.16.4.2.1 preceding will be made available to customers requesting and receiving Company's Website Design and Hosting Services as set forth in 10.16 preceding.

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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

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

10.16.5 Customer S&W Prepaid Advantage Plan

On and after June 12, 2000, any customer which qualifies as a "save" or "winback" customer will upon so qualifying receive a Company prepaid (debit) card or cards equal to the "saved" or "wonback" Customer's immediately preceding full month's (30 days) volume of non-calling card charges multiplied by 2.5. The table following demonstrates how the denomination of an S&W card is determined on a per-Customer basis.

Table

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

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

10.16.5.1 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 @ 60 seconds or Fraction	Incremental Call Unit @ 60 seconds or Fraction
$0.212	$0.212

10.16.5.2 Availability. Company's S&W Card service promotion is available on and after June 12, 2000 until December 12, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

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

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

10.16.5.3 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).

10.16.5.4 Second S&W Card Availability. An additional S&W Card(s) in the qualifying denomination of the Customer as listed in Section 10.16.5.1 preceding will be made available to any such customer which requests and receives Company's Website Design and Hosting Services as set forth in 10.16 preceding.

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10.16 Customer Advantage Plans ("CAPs")

10.16.6 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.

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

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Issued: April 30, 2003

Issued: JR

Tariff Administrator
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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

10.16 Customer Advantage Plans ("CAPs")

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

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

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

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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

10.16 Customer Advantage Plans ("CAPs")

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

10.16.6.2 Eligibility (Cont'd)

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

Example: A Customer that meets all other eligibility requirements, except that it does not contact Customer Care prior to the last day in the period of service covered by Customer's fifth invoice to activate the promotion, calls Customer Care to activate the promotion two weeks later. The Customer will receive credits calculated according to Section 10.16.6.1 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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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

10.16 Customer Advantage Plans ("CAPs")

10.16.7 Customer "Welcome Aboard" Advantage Plan

For new Customers who meet the eligibility requirements of Section 10.16.1 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.

10.16.8 Save/Winback Off-Peak/Non-Business Day Adjustments

Customers whose rates are adjusted pursuant to 10.2.3 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 10.2.3.

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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

10.17 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 10.17.2 shall receive the Service Term Invoice Free Credit.

10.17.1 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.

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

A. Have initiated service under a QuantumLink Communications Plan;

B. Have current usage which exceeds the established minimum monthly usage levels for the applicable QuantumLink Communications 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 10.17.1, preceding.

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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

10.18 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 10.18.2 shall receive the Service Term Invoice Free Credit II.

10.18.1 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.

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

A. Have initiated service under a QuantumLink Communications Plan;

B. Have current usage which exceeds the established minimum monthly usage levels for the applicable QuantumLink Communications 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 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 10.18.1, preceding.

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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

10.19 Cross Over Special Service Offers

10.19.1 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 10.19.1.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 10.19.2 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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10.0 - QUANTUMLINK COMMUNICATIONS PLAN (Cont'd)

10.19 Cross Over Special Service Offers (Contd)

10.19.2 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 10.19.1 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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11.0 - VOIP COMMUNICATIONS PLAN

11.1 VOIP COMMUNICATIONS - DESCRIPTION OF SERVICES

11.1.1 Services & Rates

The Company's VOIP Communications' service plan offers switched outbound and inbound service to business subscribers. All services under this Section are offered pursuant to the provisions of Sections 1 through 4 preceding and in conjunction with the Company's interstate services. All rate categories require varying minimum monthly usage. All calls under this plan are subject to an eighteen (18) second minimum and billed in six (6) second increments. Carrier offers services under this tariff based on the Rate Plans and Rate Categories as specified in Table 1.

Table 1

Rate Category	Rate Plan	Call Unit Rate	18 Second Minimum Call Unit or Fraction	6 Second Incremental Call Unit or Fraction	Required Minimum Monthly Intrastate Usage
VI	VOIP 6	$0.079	$0.0237	$0.0079	$0.00
V	VOIP 5	$0.069	$0.0207	$0.0069	$25.00
IV	VOIP 4	$0.059	$0.0177	$0.0059	$50.00
III	VOIP 3	$0.049	$0.0147	$0.0049	$100.00
II	VOIP 2	$0.039	$0.0117	$0.0039	$125.00
I	VOIP 1	$0.029	$0.087	$0.0029	$150.00

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

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

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11.0 - VOIP COMMUNICATIONS PLAN

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11.1 VOIP COMMUNICATIONS - DESCRIPTION OF SERVICES (Cont'd)

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

Table 2

Rate Category	Rate Plan	Call Unit Rate	18 Second Minimum Call Unit or Fraction	6 Second Incremental Call Unit or Fraction	Required Minimum Monthly Intrastate Usage
III	D-1/D-2	$0.079	$0.0237	$0.0079	$100.00
II	D-3	$0.069	$0.0207	$0.0069	$150.00
I	D-4	$0.059	$0.0177	$0.0059	$200.00

11.1.3 Calling Card Rate

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

Peak/Business Day	$0.212 cents per call unit
Off-Peak/Non-Business Day	$0.191 cents per call unit

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11.0 - VOIP COMMUNICATIONS PLAN

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11.1 VOIP COMMUNICATIONS - DESCRIPTION OF SERVICES (Cont'd)

11.1.4 Fees and Charges

11.1.4.1 Directory Assistance Charge: $1.25/per call

11.1.4.2 Toll Free Access Service (TFAS)

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

11.1.4.3 Directory Listing Charge

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

11.1.4.4 Diskette Billing Charge: $15.00/per month

11.1.4.5 Waiver of Charges

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

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11.0 - VOIP COMMUNICATIONS PLAN

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11.1 VOIP COMMUNICATIONS - DESCRIPTION OF SERVICES (Cont'd)

11.1.5 Promotions

11.1.5.1 "10 Day Free Trial" Promotion

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

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

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

11.1.5.2 "20% Yearly Rebate" Promotion

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

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

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

11.1.5.3 "25% Invoice Credit" Promotion

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

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11.0 - VOIP COMMUNICATIONS PLAN

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11.1 VOIP COMMUNICATIONS - DESCRIPTION OF SERVICES (Cont'd)

11.1.5 Promotions (Cont'd)

11.1.5.4 "Every 4th Invoice Free" Promotion

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

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

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

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

11.1.5.5 "No Taxes, Fees or Surcharges" Promotion

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

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

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

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SECTION 12
OPTIC COMMUNICATIONS - DESCRIPTION OF SERVICES

12.1 Services & Rates

The Company's Optic Communications' service plan offers switched outbound and inbound service to business subscribers. All services under this section are offered pursuant to the provisions of Sections 1 through 4 of this tariff and in conjunction with the Company's interstate services. All rate categories require varying minimum monthly usage. All calls under this plan are subject to an eighteen (18) second minimum and billed in six (6) second increments. Carrier offers services under this tariff based on the Rate Plans and Rate Categories as specified in Table 1.

Table 1

Rate Category	Rate Plan	Total Call Unit Rate	18 Second Minimum Call Unit or Fraction	6 Second Incremental Call Unit or Fraction	Required Minimum Monthly Intrastate Usage
XI	OPTIC 11	$ 0.1910	$ 0.0573	$ 0.0191	$0.00
X	OPTIC 10	$ 0.1520	$ 0.0456	$ 0.0152	$25.00
IX	OPTIC 9	$ 0.1490	$ 0.0447	$ 0.0149	$50.00
VIII	OPTIC 8	$ 0.1390	$ 0.0417	$ 0.0139	$75.00
VII	OPTIC 7	$ 0.1290	$ 0.0387	$ 0.0129	$100.00
VI	OPTIC 6	$ 0.0990	$ 0.0297	$ 0.0099	$125.00
V	OPTIC 5	$ 0.0890	$ 0.0267	$ 0.0089	$150.00
IV	OPTIC 4	$ 0.0790	$ 0.0237	$ 0.0079	$175.00
III	OPTIC 3	$ 0.0690	$ 0.0207	$ 0.0069	$200.00
II	OPTIC 2	$ 0.0490	$ 0.0147	$ 0.0049	$225.00
I	OPTIC 1	$ 0.0390	$ 0.0117	$ 0.0039	$250.00

12.1.1 Reserved for Future Use.

12.1.2 Reserved for Future Use.

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SECTION 12
OPTIC COMMUNICATIONS - DESCRIPTION OF SERVICES (Cont'd)

12.2 Dedicated Rates

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

Table 2

Rate Category	Rate Plan	Total Call Unit Rate	18 Second Minimum Call Unit or Fraction	6 Second Incremental Call Unit or Fraction	Required Minimum Monthly Intrastate Usage
III	D-1/2	$0.0790	$0.0237	$0.0079	$25.00
II	D-3	$0.0690	$0.0207	$0.0069	$50.00
I	D-4	$0.0590	$0.0177	$0.0059	$75.00

12.3 Calling Card Rate

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

Peak/Business Day	$0.212 cents per call unit
Off-Peak/Non-Business Day	$0.191 cents per call unit

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SECTION 12
OPTIC COMMUNICATIONS - DESCRIPTION OF SERVICES (Cont'd)

12.4 Fees and Charges

12.4.1 Directory Assistance Charge: $1.25/per call

12.4.2 Toll Free Access Service (TFAS)

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

12.4.3 Directory Listing Charge

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

12.4.4 Remote Access Surcharge

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

12.4.5 Invoice on Diskette

At the Customer's request, the Company will provide Customer's invoices on computer diskette for an additional monthly charge of $15.00 per account.

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SECTION 12
OPTIC COMMUNICATIONS - DESCRIPTION OF SERVICES (Cont'd)

12.5 Promotions

12.5.1 "25% Invoice Credit" Promotion

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

12.5.2 "Every 4th Invoice Free" Promotion

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

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

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

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

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SECTION 12
OPTIC COMMUNICATIONS - DESCRIPTION OF SERVICES (Cont'd)

12.5 Promotions (Cont'd)

12.5.3 "First Invoice Free" Promotion

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

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

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

12.5.4 "20% Quarterly Rebate" Promotion

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

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

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/20/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By
Executive Director