New Century Telecom, Inc.

TELECOMMUNICATIONS SERVICES TARIFF

New Century Telecom, Inc.
8180 Greensboro Drive, Suite 700
McLean, VA 22102

RATES, RULES and REGULATIONS for FURNISHING RESALE

TELECOMMUNICATIONS SERVICES

filed with the

PUBLIC SERVICE COMMISSION OF KENTUCKY

This tariff contains the description, regulations, and rates applicable to the furnishing of service and facilities for long distance telecommunications services provided by New Century Telecom, Inc., with principal offices at 8180 Greensboro Drive, Suite 700, McLean, VA 22102. This tariff applies to services furnished within Kentucky.

PUBLIC SERVICE COMMISSION
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FEB 08 1998

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephanie Bell
SECRETARY OF THE COMMISSION

CHECK SHEET

Pages 1 through 28, 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
1	Original
2	Sixth Revised*
3	Original
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24	Original
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26	First Revised
27	First Revised
27.1	Original
28	Second Revised*

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SEP 29 2003

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

BY [illegible]
EXECUTIVE DIRECTOR

ISSUED: September 26, 2003

EFFECTIVE: September 29, 2003
Issued by New Century Telecom, Inc.

By: Charles H. Helein
Charles H. Helein, Regulatory Counsel

TARIFF FORMAT

Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the tariffs. 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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APR 03 2003

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
BY Thomas M. Dorman
EXECUTIVE DIRECTOR

APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the furnishing of intrastate resale common carrier communications service by New Century Telecom, Inc. within the State of Kentucky.

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SECTION 9 (1)
BY: Stephen D. Bell
SECRETARY OF THE COMMISSION

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

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

Calling Card - A billing convenience whereby the End User may bill the charges for a call to an approved company-issued Calling Card. The terms and conditions of the company shall apply to payment arrangements.

Collect Billing - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Company or Carrier - New Century Telecom, Inc. unless otherwise clearly indicated by the content.

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.

Dedicated Access - A method of reaching the Company's services whereby the Customer is connected directly to the Company's Point of Presence without utilizing services of the local switched network.

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.

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SECTION 1 - TERMS AND ABBREVIATIONS (Cont'd)

LEC - Local Exchange Company.

Personal Account Code - A numeric or alpha-numeric sequence unique to each Calling Card.

P.S.C. KY - Public Service Commission of Kentucky.

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.

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

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Company

Company's services and facilities are furnished for intrastate communications originating at specified points within the state of Kentucky under terms of this tariff. Intrastate service is offered in conjunction with interstate service.

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

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

2.2 Limitations

2.2.1 Presubscribed service is offered in Equal Access areas only. Calling Card service is available from all areas.

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

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

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

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Use

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

2.4 Liabilities of the Company

2.4.1 New Century Telecom Inc.'s liability for damages arising from any failure of service shall not exceed an amount equivalent to the charge to the Customer for the period during which the failure occurs.

2.4.2 The Company shall not be liable for any claim or loss not directly caused by negligence of the Company.

2.4.3 New Century Telecom Inc. shall not be liable for any claim, loss, or refund as a result of loss or theft of Personal Account codes issued for use with the Company's services.

2.5 Deposits and Advance Payment

The Company does not require deposits or advance payments.

2.6 Taxes

2.6.1 Customer will be billed and is responsible for payment of applicable local, state, and federal taxes assessed in conjunction with service used.

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

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.7 Terminal Equipment

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

2.8 Installation and Termination

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

2.9 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by Company. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent (such as a local exchange telephone company or other authorized entity). Terms of payment shall be according to the rules and regulations of the billing agent and subject to the rules of regulatory agencies, including the P.S.C. Ky.

Any objections to billed charges must be reported to the Company or its billing agent within sixty days after receipt of bill. Contested charges will be handled in accordance with 807 KAR 5:006, Section 9. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. All invoices are due and payable within thirty (30) days from the date of invoice. All amounts owed after the due date are subject to late payment penalty charges of 1.5% per month. The penalty may be assessed only once on any bill for rendered service.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.10 Cancellation by Customer

Service may be canceled by the Company promptly upon receipt of a cancellation request from the Customer. This request does not need to be in any particular form. Upon cancellation a final bill will be prepared. Customers will be informed to use access codes from other carriers in order to avoid additional charges by Company until a primary interexchange carrier order is processed by the local exchange company.

2.11 Interconnections

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

2.12 Refusal or Discontinuance by Company

Company may refuse or discontinue service under the following conditions. Unless otherwise stated, the Customer will be given ten (10) days written notice and allowed a reasonable time to comply with any rules or remedy any deficiency.

(a) For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service.

(b) For the use of telephone service for any other property or purpose other than that described in the application.

(c) For failure to meet the Company's credit requirements.

(d) For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.12 Refusal or Discontinuance by Company (Cont'd)

(e) For non-compliance with and/or violation of the Commission's regulations or the Company's rules and regulations on file with the Commission, provided ten (10) working days written notice is given before termination.

(f) For non-payment of bills for telephone service. Suspension or termination of service shall not be made without ten (10) working says written notice to the Customer. Under no circumstances shall service be terminated before twenty (20) days after the mailing date of the original unpaid bill.

(g) Without notice in the event of Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others. The Company shall notify the Customer immediately in writing and, if possible, orally of the reasons for the termination of refusal. Such notice shall be recorded by the Company and shall include the corrective action to be taken by the Customer or utility before service can be restored or provided.

(h) Without notice in the event of tampering with the equipment furnished and owned by the Company. The Company shall notify the Customer immediately in writing and, if possible, orally of the reasons for the termination of refusal. Such notice shall be recorded by the Company and shall include the corrective action to be taken by the Customer or utility before service can be restored or provided.

(I) Without notice in the event of unauthorized or fraudulent use of service. Within 24 hours after such termination, the Company shall send written notification to the Customer of the reasons for termination and inform the Customer of his/her right to challenge the termination by filing a formal complaint with the Commission. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

(j) For failure of the Customer to make proper application for service.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.12 Refusal or Discontinuance by Company (Cont'd)

(k) For Customer's breach of the contract for service between the Company and the Customer. The Company shall notify the Customer immediately in writing and, if possible, orally of the reasons for the termination of refusal. Such notice shall be recorded by the utility and shall include the corrective action to be taken by the Customer or utility before service can be restored or provided.

(l) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

2.13 Inspection, Testing, and Adjustment

Upon reasonable notice, the facilities provided by Company shall be made available to Company for tests and adjustment as may be deemed necessary by Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

2.14 Tests, Pilots, Promotional Campaigns, and Contests

Company may conduct special tests, pilot programs, waivers and promotions at its discretion to demonstrate the ease of use, quality, or service and to promote the sale of its services. Such promotions will be filed with the P.S.C. Ky. in this Tariff on not less than thirty (30) days notice.

2.15 Interruption of Service

Credit allowances for interruptions of service caused by service outages or deficiencies are limited to the initial minimum period call charges for re-establishing the interrupted call.

2.16 Bill Format

Company's monthly bill to each Customer consists of a billing summary of current charges, previous balance due and payments received and call detail pages. The bill includes the Company's name, address and toll-free telephone number.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.17 Returned Check Charge

The Company reserves the right to assess a returned check charge of up to $25.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

2.18 Toll-Free Numbers

2.18.1 The Company will make every effort to reserve "800/888" toll-free vanity numbers on behalf of Customers, but makes no guarantee or warranty that the requested "800/888" number(s) will be available or assigned to the Customer requesting the number.

2.18.2 If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in 800/888 service to another carrier (e.g., "porting" of the toll-free number), including a request for a Responsible Organization (Resp Org) change, until such time as all charges are paid in full.

2.18.3 800/888 numbers shared by more than one Customer, whereby individual customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitation provided in Section 2.18.2, the Company will only honor Customer requests for change in Resp Ord or 800/888 service provider for 800/888 numbers dedicated to the sole use of that single Customer.

2.19 Other Rules

Company may temporarily suspend service without notice to the Customer by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Account Codes when the Company deems it necessary to take such action to prevent unlawful use of its service. Company will restore services as soon as service can be provided without undue risk.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.20 Dispute Resolution (N)

Any dispute arising from or relating to this tariff, that is not resolved according to published and applicable regulatory process, for example, those rules governing challenges to Company's authorization to serve as your primary interexchange carrier, shall be resolved through mediation between Company and customer within 30 days of Company's receipt of the dispute. If the dispute is not resolved by mediation, the dispute at the customer's option may be submitted to binding arbitration before a neutral arbitrator. If customer does not choose to arbitrate, Company at its option may provide customer with a refund or credit of the full amount of the charges outstanding at the time Company receives notice of the dispute. Upon customer's receipt of the credit or refund, the dispute will be resolved and by such respective actions, Company and customer mutually release and forever hold harmless the other from any further liability or claims with respect to the dispute. Nothing herein shall be construed to prevent customer from first seeking relief from the appropriate regulatory agency.

If arbitration is undertaken, each party shall contribute equally to the cost thereof and no award in favor of customer shall conflict with the limitations of liability provisions of this tariff. (N)

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BY _____
EXECUTIVE DIRECTOR

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Usage Based Services

3.1.1 Long distance usage charges are based on the actual usage of the Carrier's network. Timing for all calls begin when the called party answers the call (i.e. when two-way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

3.1.2 Chargeable time for all calls ends when one of the parties disconnects from the call.

3.1.3 Unless otherwise specified in this tariff, the minimum call duration for billing purposes is eighteen (18) seconds.

3.1.4 Unless otherwise specified in this tariff, calls are billed in six (6) second increments.

3.1.5 Usage is measured and rounded up to the next higher increment for billing purposes.

3.1.6 There are no billing charges applied for incomplete calls.

3.2 Outbound Interexchange Service

The Carrier's service is provided for use by presubscribed Customers or Authorized Users. Calls are routed over the Carrier's resold transmission and switching facilities to any valid NPA-NXX in the state of Kentucky.

3.3 Reserved For Future Use (T)

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3.4 Reserved For Future Use (T)

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

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BY [illegible]
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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.5 Reserved For Future Use

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3.6 Directory Assistance

The Carrier provides standard Directory Assistance.

3.7 Services Not Available

Carrier does not offer 900, 911, collect, or third-party billed calling.

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SECTION 4 - RATES

4.1 Description of Rates

Services are available to subscribers under the following rate plans. Calls in each rate plan are billed in increments with minimum billing increments as specified. No charge is made for an uncompleted call.

4.2 Reserved For Future Use (T)

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(D)

4.3 Reserved For Future Use (T)

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SECTION 4 - RATES (Cont'd)

4.4 Reserved For Future Use (T)

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4.5 Reserved For Future Use (T)

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EXECUTIVE DIRECTOR

SECTION 4 - RATES (Cont'd)

4.6 Reserved For Future Use (T)

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EXECUTIVE DIRECTOR

SECTION 4 - RATES (Cont'd)

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4.7 Directory Assistance Charge

$0.85/call

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SECTION 9 (1)
BY Charles D. Bourne
EXECUTIVE DIRECTOR

SECTION 4 - RATES (Cont'd)

4.8 Late Payment Charge

A late fee of 1.5% per month will be charged on any past due balance.

4.9 Returned Check Charge

Carrier charges a fee of $15.00 for any check returned for insufficient funds.

4.10 Method of Computing Charges

Charges for each call are totaled by rate period. If the computed charges include a fraction of a cent, the fraction is rounded up to the next whole cent (e.g., $1.4266 would be rounded up to $1.43).

4.11 Reserved For Future Use (T) (D) (D)

4.12 Reserved For Future Use (T) (D) (D)

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SECTION 4 - RATES (Cont'd)

4.13 Reserved For Future Use (T)

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SECTION 4 - RATES (Cont'd)

4.14 UniRate Plan

Company's UniRate Plan provides jurisdictionally insensitive rates for interstate (state-to-state) and intrastate (in-state) 1+ calls. Recurring charges apply. A one time non-recurring charge of $6.90 applies at service inception. Rates are time-of-day and distance insensitive. All charges are billed in full minute increments and are rounded to the next full minute increment. For the first and each additional minute or fraction thereof, the following recurring charges apply:

Call Duration	Customer Support & CPNI Security
$0.15	$0.000208

4.15 Perfect 10® Rate Plan.

Company's Perfect 10® Rate Plan provides jurisdictionally insensitive rates for interstate (state-to-state) and intrastate (in-state) 1+ calls for a specified monthly calling allowance. Rates are also time-of-day and distance insensitive. Allocated call duration is billed in full minute increments rounded to the next full minute increment. Call duration for calls above allocation are billed every 6 seconds and rounded to the next full minute increment.

Allocated Calling Allowance 1st 100 Minutes	Unlimited Calling Over Allocation
$10.00	$0.015

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EXECUTIVE DIRECTOR

SECTION 4 - RATES (Cont'd)

4.16 Blended Rate Plan

Company's Blended Rate Plan offers 1+ calls at jurisdictionally sensitive rates featuring below market rates for state-to-state calls combined with a uniform in-state rate available under this combination offering across the country. Rates are also time-of-day and distance insensitive. Billing is in one minute increments and is rounded to the next full increment. Total call usage is aggregated and rates are applied based on the jurisdictional destination of the call at the following rates. A monthly fee of $4.95 applies. (N)

For calls terminating out-of-state:	$0.05
For calls terminating in-state:	$0.15

4.17 The Buddy Plan™

Company's "Buddy Plan"™ offers 1+ calling for specified optional monthly calling allowances when calling another NCT customer ("Buddy"). Rates are time-of-day and distance insensitive. Billing is in full minute increments and are rounded to the next full minute increment. Call duration for calls above your Buddy allocation and all calls to non-NCT customers are billed every 6 seconds and rounded to the next full minute increment.

Best Buddy Allowance (1st 435 Minutes)	Additional Best Buddy Calls (Unlimited)	All Other Calls (Unlimited)
$19.50	$0.015	$0.015

Good Buddy Allowance (1st 215 Minutes)	Additional Good Buddy Calls (Unlimited)	All Other Calls (Unlimited)
$10.50	$0.015	$0.015

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SECTION 4 - RATES (Cont'd)

4.18 Sunrise/Sunset Calling Plans

Company's Sunrise/Sunset Calling Plan™ offers 1+ calls at jurisdictionally sensitive rates featuring below market rates based on the jurisdictional nature of the call combined with a uniform outré-jurisdictional nature of the call and is available under this combination offering across the country. Rates are time-of-day sensitive but distance insensitive. Billing is in full minute increments and are rounded to the next full minute increment. A recurring charge applies. Total call usage is aggregated and rates applied based on the jurisdictional destination of the call at the following rates. You may select either the Sunrise or the Sunset Plan depending on your calling patterns. Your selection must be in writing or verified by taped recording. All charges are billed in full minute increments and are rounded to the next full minute increment. For the first and each additional minute or fraction thereof, the following recurring charges apply.

Sunrise Rates: (T)

For calls terminating in-state between 8:00 am and 6:00 pm:	$0.050000
With calls terminating in-state between 6:01pm and 7:59 am:	$0.150000
With calls terminating state-to-state between 8:00 am and 6:00pm:	$0.050000
With calls terminating state-to-state between 6:01 pm and 7:59 am:	$0.150000
Customer Support:	$0.000118

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SECTION 4 - RATES (Cont'd)

4.18 Sunrise/Sunset Calling Plans (Cont'd)

Sunset Rates:

(T)

For calls terminating in-state between 8:00 am and 6:00 pm:	$0.150000
With calls terminating in-state between 6:01pm and 7:59 am:	$0.050000
With calls terminating state-to-state between 8:00 am and 6:00pm:	$0.150000
With calls terminating state-to-state between 6:01 pm and 7:59 am:	$0.050000
Customer Support:	$0.000118

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SECTION 5 - PROMOTIONS

5.1 Five's Are Wild Promotion

If you order service between September 29, 2003 and December 28, 2003 you will receive 50 free minutes per month of long distance calling for the 10 months following your third month of service for a total of 500 free minutes of long distance calling. A monthly charge of $5.00 applies. (T)

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SECTION 9 (1)

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