

TITLE PAGE

LONG DISTANCE SERVICES
Service Guide #1

AFFINITY NETWORK INCORPORATED
d/b/a QuantumLink Communications
d/b/a HorizonOne Communications
d/b/a VoIP Communications
d/b/a Optic Communications

COMPETITIVE TELECOMMUNICATIONS SERVICES

This service guide applies to the Competitive Resale Interexchange Telecommunications Services furnished by Affinity Network Incorporated ("ANI") throughout the State of Ohio. This service guide may be inspected during normal business hours at ANI's principal place of business, 3660 Wilshire Blvd., 4th Floor, Los Angeles, CA 90010.

Intrastate long distance services are detariffed, pursuant to Docket No. 06-1345-TP-ORD, issued by the Public Utilities Commission of Ohio.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to a AFFINITY NETWORK INCORPORATED switching center or point of presence.

Account Codes - Optional, customer defined digits that allow the customer to identify the individual user, department or client associated with a call.

ANI - Used throughout this service guide to mean Affinity Network Incorporated unless clearly indicated otherwise by the text.

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

Bill Second - One-sixtieth of a minute.

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 published 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 - 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 service guide. 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).

Effective: January 1, 2008

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

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

Commission - The Public Utilities Commission of Ohio.

Customer - 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 service guide.

Equivalent Call Unit (ECU) -The Call Unit, expressed in dollars and/or cents or decimal fractions thereof, applied pursuant to this service guide 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 published charge in dollars and/or cents or decimal fractions thereof as set forth in this service guide.

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

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

Non-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 - Where originating 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.

Effective: January 1, 2008

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

Switched Access Origination - Where originating access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits. The cost of switched Feature Group access is billed to the interexchange carrier.

Total Call Units - 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 service guide.

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 service guide by which the Equivalent Call Units applicable to a completed call are determined and applied.

SECTION 2 - RULES AND REGULATIONS

A. Undertaking of the Company

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

The Company installs, operates, and maintains the communications services provided herein under in accordance with the terms and conditions set forth under this service guide. The Company may act as the customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a customer's location to the 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.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

B. Limitations

1. Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this service guide.
2. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the customer is using service in violation of provisions of this service guide, or in violation of the law.
3. 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.
4. All facilities and services provided under this service guide are directly or indirectly controlled by the Company and the customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
5. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this service guide shall apply to all such permitted assignees or transferees, as well as all conditions of service.

C. Use

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

SECTION 2 - RULES AND REGULATIONS (Cont'd)

D. Liabilities of the Company

1. The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which the faults in transmission occur.
2. The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this service guide, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

D. Liabilities of Company (Cont'd)

3. The Company shall not be liable for, and shall be fully indemnified and held harmless by customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this service guide; or for any act or omission of the customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
4. The Company shall not be liable for any defacement of or damages to the premises of a customer resulting from the furnishing of service which is not the direct result of the Company's negligence.
5. Year 2000 Compliance. Company may be held liable in the event of its negligent failure 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.

Effective: January 1, 2008

SECTION 2 - RULES AND REGULATIONS (Cont'd)

E. Arbitration of Disputes

All disputes concerning or affecting any service, rating of services, transfer of service, payments on account, credits, promotions, special offers or services, or any action or service of Company and/or its agents and/or any billing, bills, invoices, or statements of accounts shall be resolved through binding arbitration. Arbitration of disputes, whether raised by the Company or by the Customer, shall resolve all issues between the Company and the Customer, and shall not involve any form of class or collective arbitration nor any form whatsoever of class action lawsuit. A dispute occurs when the customer fails to pay an invoice or contests it for any reason associated with the ordering, installation, provisioning, maintenance, repair, interruption, restoration or termination of any service or facility offered under this service guide. 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 Service guide, 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 Public Utilities Commission of Ohio pursuant to applicable statutory or regulatory provisions at the conclusion of any arbitration conducted in accordance herewith.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

F. Deposits

The Company does not require a deposit from the customer.

G. Advance Payments

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

H. Taxes

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

I. 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 PBX, key systems or pay telephone. 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.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

J. 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 service guide.

K. Payment for Service

The customer is responsible for payment of all charges for services and equipment furnished to the customer or to an authorized user of the customer by the Company. All charges due by the Customer are payable to the Company or to the Company's authorized billing agency. Terms of payment shall be according to the rules and regulations of the Public Utilities Commission of Ohio. Any objections to billed charges must be promptly reported to the Company. Adjustments to customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

L. Cancellation by Customer

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

Effective: January 1, 2008

SECTION 2 - RULES AND REGULATIONS (Cont'd)

M. Service Term Commitments

1. **Termination Charges - Discontinuance Before Expiration.** Should customer discontinue service before the expiration of any term commitment specified in this service guide, customer shall be liable for termination charges as specified in the term commitment.
2. **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.
3. **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.

Effective: January 1, 2008

SECTION 2 - RULES AND REGULATIONS (Cont'd)

M. Service Term Commitments (Cont'd)

- 4. 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.
- 5. Discontinuance Without Liability** - Customers may discontinue service before expiration of any term commitment specified in this service guide 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.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

N. Interconnection

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

O. Refusal or Discontinuance by Company

1. The Company may refuse or discontinue service with proper notice to the customer for any of the following reasons:
 - (a) For failure of the customer to pay a bill for service when it is due.
 - (b) For failure of the customer to meet the Company's advance payment and credit requirements.
 - (c) For failure of the customer to make proper application for service.
 - (d) For customer's violation of any of the Company's rules on file with the Commission.
 - (e) For failure of the customer to provide the Company reasonable access to its equipment and property.
 - (f) For customer's breach of any contract for service between the Company and the customer.
 - (g) For a failure of the customer to furnish such service, equipment, and/or rights-of-way necessary to serve said customer as shall have been specified by the Company as a condition of obtaining service.
 - (h) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

Effective: January 1, 2008

SECTION 2 - RULES AND REGULATIONS (Cont'd)

O. Refusal or Discontinuance by Company (Cont'd)

2. The Company may refuse or discontinue service without notice to the customer for any of the following reasons:
 - (a) In the event of tampering with the Company's equipment.
 - (b) In the event of a condition determined to be hazardous to the customer, to other customers of the Company, to the Company's equipment, the public, or to employees of the Company.
 - (c) In the event of a customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

P. Interruption of Service

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

Effective: January 1, 2008

SECTION 2 - RULES AND REGULATIONS (Cont'd)

Q. Inspection, Testing and Adjustment

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

R. Tests, Pilots, and Promotional Campaigns

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for occasional promotional events sponsored or endorsed by the Company. From time to time the Company may waive all processing fees for a customer.

S. Cost of Collection and Repair

The customer is responsible for any and all costs incurred in the collection of money due the Company including legal and accounting expenses. Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

Effective: January 1, 2008

SECTION 3 - EXPLANATION OF RATES

A. Rate Elements

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 by signal from the local telephone company.
2. 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. Charges for a call are determined by adding all applicable Call Units as defined in this service guide - Minimum, Incremental, and Equivalent - and are in lieu of additional surcharges, the imposition of minimum service terms or other special charges, unless expressly set forth in this service guide. All rates for services are included in this service guide.
4. The Company adds one or more ECUs in determining TCUs to recover the equivalent of the costs for the non-transport functions of providing a call according to a non-discriminatory algorithm applied to all customers unless otherwise provided for herein.

SECTION 3 -EXPLANATION OF RATES (Cont'd)

A. Rate Elements (Cont'd)

7. Call Unit Calculations

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

TABLE 1 - Calls of a Minute or Less

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

* calls are subject to an 18-second minimum.

TABLE 2 - Calls in Minutes

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

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

SECTION 3 - EXPLANATION OF RATES (Cont'd)

A. Rate Elements (Cont'd)

- 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.
- 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.

Effective: January 1, 2008

SECTION 3 - EXPLANATION OF RATES (Cont'd)

A. Rate Elements (Cont'd)

10. Rounding

- (a) **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 6second increment, i.e., the next ICU having a value in this case of a whole 6 seconds.

- (b) **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).

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

B. Freedom Plan for Business Users Service

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

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 published rates apply at the expiration of this introductory period.

SECTION 3 - EXPLANATION OF RATES (Cont'd)

B. Freedom Plans

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

Table 1

Rate Plan		Rate Category
Basic Q	\$.153	XI
Classic Q	\$.137	X
Classic 2	\$.129	IX
Classic 1	\$.119	VIII
Universal	\$.109	VII
Prime 2	\$.099	VI
Prime 1	\$.089	V
Super 1	\$.079	IV
Super 2	\$.069	III
Cairo 1	\$.049	II
Cairo 2	\$.029	I

3. 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.
4. 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.
5. **Reserved for Future Use**

Effective: January 1, 2008

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

C. Telecompetitive Service Offerings ("TSOs")

From time to time, Carrier shall publish rates or select published 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, service guides, marketing materials, or other public sources to establish a customer's right to obtain a TSO.

1. TSOs will comply with the Carrier's net revenue test which is founded on established economic principles ensuring above-cost pricing.
2. A customer or potential customer which is similarly situated may request service under a new or previously tariffed or published 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 published or tariffed.
3. An existing customer or potential customer unable to demonstrate being similarly situated under a published or tariffed TSO may, nonetheless, be able to qualify for a different or new TSO tailored to that customer's circumstances.

SECTION 4 - RATES

A. General

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

B. Time of Day Rate Periods

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

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

Effective: January 1, 2008

SECTION 4 - RATES (Cont'd)

C. Freedom Plan For Business Users Rate Plans

Company offers two Freedom Plans, its Freedom Plan 2000 and its Freedom Plan for Business Users. Company's standard service guide rate methodology applies in each invoice under its Freedom Plan 2000. Section 4.H applies to Company's Freedom Plan for Business Users. The following Freedom Plans, the Basic Q, Classic Q, Classic 2, Classic 1, Prime 2, Prime 1, Universal, Super 1, Super 2, Cairo 1 and Cairo 2 Rate Plans, are offered by Company. The provisions of Section 3.B, 3.A and 4.D.2 of this service guide apply. The Freedom Plan rates are as follows.

1. Basic Q Rate Plan

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

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Call Unit Charges In Cents Per Minute or CPM	Equivalent Call Unit (Non-Usage Charge for Usage Increments)
Peak/Business Day	\$0.0459	\$0.0153	\$0.153	\$0.0153
Off-Peak/Non-Business Day	\$0.0459	\$0.0153	\$0.153	\$0.0153

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:

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Call Unit Charges In Cents Per Minute or CPM	Equivalent Call Unit (Non-Usage Charge for Usage Increments)
Peak/Business Day	\$0.0411	\$0.0137	\$0.137	\$0.0137
Off-Peak/Non-Business Day	\$0.0411	\$0.0137	\$0.137	\$0.0137

Effective: January 1, 2008

SECTION 4 - RATES (Cont'd)

C. Freedom Plan For Business Users Rate Plans (Cont'd)

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:

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Call Unit Charges In Cents Per Minute or CPM	Equivalent Call Unit (Non-Usage Charge for Usage Increments)
Peak/Business Day	\$0.0387	\$0.0129	\$0.129	\$0.0129
Off-Peak/Non-Business Day	\$0.0387	\$0.0129	\$0.129	\$0.0129

Effective: January 1, 2008

SECTION 4 - RATES (Cont'd)

C. Freedom Plan For Business Users Rate Plans (Cont'd)

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:

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Call Unit Charges In Cents Per Minute or CPM	Equivalent Call Unit (Non-Usage Charge for Usage Increments)
Peak/Business Day	\$0.0357	\$0.0119	\$0.119	\$0.0119
Off-Peak/Non-Business Day	\$0.0357	\$0.0119	\$0.119	\$0.0119

5. Universal Rate Plan

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

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Call Unit Charges In Cents Per Minute or CPM	Equivalent Call Unit (Non-Usage Charge for Usage Increments)
Peak/Business Day	\$0.0327	\$0.0109	\$0.109	\$0.0109
Off-Peak/Non-Business Day	\$0.0327	\$0.0109	\$0.109	\$0.0109

Effective: January 1, 2008

SECTION 4 - RATES (Cont'd)

C. Freedom Plan For Business Users Rate Plans (Cont'd)

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:

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Call Unit Charges In Cents Per Minute or CPM	Equivalent Call Unit (Non-Usage Charge for Usage Increments)
Peak/Business Day	\$0.0297	\$0.0099	\$0.099	\$0.0099
Off-Peak/Non-Business Day	\$0.0297	\$0.0099	\$0.099	\$0.0099

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:

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Call Unit Charges In Cents Per Minute or CPM	Equivalent Call Unit (Non-Usage Charge for Usage Increments)
Peak/Business Day	\$0.0267	\$0.0089	\$0.089	\$0.0089
Off-Peak/Non-Business Day	\$0.0267	\$0.0089	\$0.089	\$0.0089

Effective: January 1, 2008

SECTION 4 - RATES (Cont'd)

C. Freedom Plan For Business Users Rate Plans (Cont'd)

8. Super 1 Rate Plan

Super 1 rates are provided to Customers whose minimum monthly intrastate usage is in excess of \$35.00 at the following rates.

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Call Unit Charges In Cents Per Minute or CPM	Equivalent Call Unit (Non-Usage Charge for Usage Increments)
Peak/Business Day	\$0.0237	\$0.0079	\$0.079	\$0.0079
Off-Peak/Non-Business Day	\$0.0237	\$0.0079	\$0.079	\$0.0079

9. Super 2 Rate Plan

Super 2 rates are provided to Customers whose minimum monthly intrastate usage is in excess of \$40.00 at the following rates.

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Call Unit Charges In Cents Per Minute or CPM	Equivalent Call Unit (Non-Usage Charge for Usage Increments)
Peak/Business Day	\$0.0207	\$0.0069	\$0.069	\$0.0069
Off-Peak/Non-Business Day	\$0.0207	\$0.0069	\$0.069	\$0.0069

Effective: January 1, 2008

SECTION 4 - RATES (Cont'd)

C. Freedom Plan For Business Users Rate Plans (Cont'd)

10. Cairo 1 Rate Plan

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

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Call Unit Charges In Cents Per Minute or CPM	Equivalent Call Unit (Non-Usage Charge for Usage Increments)
Peak/Business Day	\$0.0147	\$0.0049	\$0.049	\$0.0049
Off-Peak/Non-Business Day	\$0.0147	\$0.0049	\$0.049	\$0.0049

Effective: January 1, 2008

SECTION 4 - RATES (Cont'd)

C. Freedom Plan For Business Users Rate Plans (Cont'd)

11. Cairo 2 Rate Plan

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

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Call Unit Charges In Cents Per Minute or CPM	Equivalent Call Unit (Non-Usage Charge for Usage Increments)
Peak/Business Day	\$0.0087	\$0.0029	\$0.029	\$0.0029
Off-Peak/Non-Business Day	\$0.0087	\$0.0029	\$0.029	\$0.0029

12. Reserved for Future Use

Effective: January 1, 2008

SECTION 4 - RATES (Cont'd)

C. Freedom Plan For Business Users Rate Plans (Cont'd)

13. Limited-Class Switched Rates

13.1 **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:

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

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:

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

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:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0087	\$0.0029
Off-Peak/Non-Business Day	\$0.0087	\$0.0029

Effective: January 1, 2007

SECTION 4 - RATES (Cont'd)

C. Freedom Plan For Business Users Rate Plans (Cont'd)

13. Limited-Class Switched Rates (Cont'd)

13.2 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:

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

b. X-2 Rate Plan

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

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

Effective: January 1, 2008

SECTION 4 - RATES (Cont'd)

C. Freedom Plan For Business Users Rate Plans (Cont'd)

- 14.** 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 Texas within the 30 day period preceding customer's service commencement date with Company.
- 15.** Companion Federal Rate Guarantee.
1. 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 service guide 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.
 2. Calling Card services are not eligible for this rate guarantee.
 3. Terms and Conditions. Each term and condition of this Section 5 and Company's Tariff F.C.C. No. 4, including specific eligibility provisions, apply and serve to qualify the availability and continuation of a Customer's call unit rate guarantee as set forth herein.

SECTION 4 - RATES (Cont'd)

C. Freedom Plan For Business Users Rate Plans (Cont'd)

16. "One, Two, Three, Every Third Invoice Free" Promotion

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

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

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

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

Effective: January 1, 2008

SECTION 4 - RATES (Cont'd)

D. Rates for Calling Cards

- 1. Calling Card Rates.** Rates for calling card calls which are not associated with other services are time of day sensitive.

	Minimum Call Unit	Incremental	CPM	Non-Usage
Minimum	\$0.0459	\$0.0153	\$0.153	\$0.0153
Maximum	\$0.07	\$0.0233	\$0.233	\$0.0233
Business Day	\$0.0513	\$0.0171	\$0.171	\$0.0171
Non-Business Day	\$0.0459	\$0.0153	\$0.153	\$0.0153

- 2. Rates for Calls Terminated to a Mobile Phone or Pager.** From and after the effective date of this revision, all calls terminated to a mobile phone or pager shall be charged the following rates:

	Minimum Call Unit	Incremental	CPM	Non-Usage
Minimum	\$0.006	\$0.002	\$0.02	\$0.002
Maximum	\$0.021	\$0.07	\$0.7	\$0.07
Rates	\$0.0513	\$0.0179	\$0.179	\$0.0179

E. Directory Assistance Rate per call:

<u>Minimum</u>	<u>Maximum</u>	<u>Rate</u>
\$0.75	\$1.50	\$1.25

Effective: January 1, 2008

SECTION 4 - RATES (Cont'd)

F. Miscellaneous Charges (Cont'd)

1. Payphone Surcharge

A surcharge applies to all remote access coinless calls, including 800/888/877 and calling card calls that are accessed by dialing 800/888/877, originated from payphones.

<u>Minimum</u>	<u>Maximum</u>	<u>Rate</u>
\$0.55	\$0.69	\$0.69

2. Calling Card "Bong" Charge

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

<u>Minimum</u>	<u>Maximum</u>	<u>Rate</u>
\$0.50	\$0.75	\$0.50

3. Account Recourse Charges ("ARCs")

Customers qualifying for discounted rates pursuant to Company's Freedom Plan for Business Users ("FPBU") Service which elect 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 apply to Customers electing to close their accounts prior to completing six months of continuous service on the FPBU Service by dropping such Customers from the discounted FPBU rates. The Account Recourse Charges include one of two applicable one-time adjustments in service rate(s) for the final period of service which month 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.

- (a) Final Adjusted Invoice Rate (FAIR)..... \$ 0.418 per applicable full billing increment
For a Customer whose last service date is less than 18 days into Customer's final billing cycle.
- (b) Final Adjusted Invoice Rate (FAIR) \$ 0.209 per applicable full billing increment
For a Customer whose last service date is more than 18 days into Customer's final billing cycle.
- (c) Final Adjusted Invoice Rate (FAIR) \$0.171 per applicable full billing increment
Calling Card Service 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.

Effective: January 1, 2007

SECTION 4 - RATES (Cont'd)

G. Miscellaneous Charges (Cont'd)

1. Account Recourse Charges (“ARCs”) (Cont'd)

Application of ARCs - Example:

Customer X establishes service with Company under Company’s Freedom Plan For Business User’s (“FPBU”) Service and qualifies for the Super U/Super 1 Rate Plan (Section 4.C.7). Under the Super U/Super 1 Rate Plan, Customer X’s Rates are as follows:

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Call Unit Charges In Cents Per Minute or CPM	Equivalent Call Unit (Non-Usage Charge for Usage Increments)
Peak/Business Day	\$0.0237	\$0.0079	\$0.079	\$0.0079
Off-Peak/ Non-Business Day	\$0.0387	\$0.0129	\$0.129	\$0.0129

Should Customer X elect to terminate service under Company’s FPBU prior to a six month term commitment, the charges incurred during said Customer’s final invoice period will not be rated utilizing the discounted FPBU Super U/Super 1 Rates, but will be rated at a higher per call unit rate, depending on the last date of service. Pursuant to Section 4.F.3(b), above, for such a Customer whose last service date is more than 18 days into the final billing cycle, the adjusted rate will be calculated as follows:

Time Period	Call Unit Charges In Cents Per Minute or CPM (i.e., applicable full billing increment)
Peak/Business Day	$\$0.079 + \0.209 (FAIR Rate in Section 4.F.3(b)) = \$0.288 CPM
Off-Peak/Non-Business Day	$\$0.129 + \$0.209 = \$0.338$ CPM

Therefore, for a 10 minute call ordinarily rated at \$0.079 CPM under the FPBU’s Super U/Super 1 Rate Plan, the adjusted rate for such a call for Customer X, who elected to terminate service prior to the termination of a six month commitment would be rated at \$3.38, whereas, had Customer X not terminated early, said 10 minute call would have been rated at \$0.79.

Effective: January 1, 2008

SECTION 4 - RATES (Cont'd)

H. 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 service guide 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.A, 3.C, 4.C, 4.D, 4.E and 4.F, and all other provisions of this service guide applicable to the Freedom Plans apply to INETBA Service except as otherwise provided.

SECTION 4 - RATES (Cont'd)

H. Advantage Card Service (ACS)

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

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).

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).

Effective: January 1, 2008

SECTION 4 - RATES Cont'd)

H. Advantage Card Service (ACS) (Cont'd)

2. Limitations and Disclaimers (Cont'd)

- (e) Subject to and in accordance with the provisions of Section 3.C preceding and the eligibility requirements of H.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 H.1 preceding.
- (f) An ACS Customer whose service is terminated for cause or which voluntarily terminates Company’s service forfeits all unused credits.

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.

4. Rates

The rates set forth in Section D.1 preceding apply to ACS service.

All Material On This Page Is New.

SECTION 4 - RATES (Cont'd)

I. Customer Advantage Plans ("CAPs")

1. General Terms and Conditions

From time to time, rates may be published or published 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, service guides, 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 published 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 published.

Effective: January 1, 2008

SECTION 4 - RATES (Cont'd)

I. Customer Advantage Plans (“CAPs”) (Cont'd)

1. General Terms and Conditions (Cont'd)

- C. An existing Customer or potential Customer unable to demonstrate being similarly situated under a published 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 published in this Section 4.
- 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 published 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 I.2 through and including I.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.

Effective: January 1, 2008

SECTION 4 - RATES (Cont'd)

I. Customer Advantage Plans ("CAPs") (Cont'd)

2. Customer 6th and 12th Invoice Advantage Plan

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

- (a) For each five and immediately succeeding six additional invoices of consecutive uninterrupted service (total of 11 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the consecutive five month period preceding Customer's 6th invoice and for the consecutive eleven-month period preceding Customer's 12th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- (b) Eligibility. To be eligible for the 6th and 12th invoice free bonuses, each Customer must:
- have initiated service;
 - have current usage which exceeds the established minimum monthly usage levels for the applicable service;
 - have no record of nonpayment in any of the preceding consecutive 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 I.2(a), preceding.

Effective: January 1, 2008

SECTION 4 - RATES (Cont'd)

I. Customer Advantage Plans ("CAPs") (Cont'd)

3. Customer 6th, 10th, and 14th Invoice Advantage Plan

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

- (a) For each five and immediately succeeding four and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 13 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the consecutive five month period preceding Customer's 6th invoice, for the consecutive nine-month period preceding Customer's 10th invoice, and for the consecutive thirteen month period preceding Customer's 14th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- (b) Eligibility. To be eligible for the 6th, 10th, and 14th invoice free bonuses, each Customer must:
- have initiated service;
 - have current usage which exceeds the established minimum monthly usage levels for the applicable service;
 - have no record of nonpayment in any of the preceding consecutive 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 I.3(a), preceding.

Effective: January 1, 2008

SECTION 4 - RATES (Cont'd)

I. Customer Advantage Plans (“CAPs”) (Cont'd)

4. Customer “Thanks for Taking the Time” Advantage Plans

a. “Thanks for Taking the Time” - 1 (“TTT-1”) Advantage Plan

On and after October 18, 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.

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

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

- 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.

<u>Minimum Call Unit Value @ 60 seconds or Fraction</u>	<u>Incremental Call Unit Value @ 60 seconds or Fraction</u>
\$0.171	\$0.171

- Availability. Company’s TTT-1 service promotion is available on and after October 18, 2000 until January 14, 2001 (“sunset date”) unless sooner terminated in the sole and exclusive discretion of Company.

Effective: January 1, 2008

SECTION 4 - RATES (Cont'd)

I. Customer Advantage Plans (“CAPs”) (Cont'd)

4. Customer “Thanks for Taking the Time” Advantage Plans

a. “Thanks for Taking the Time” - 1 (“TTT-1”) Advantage Plan

- **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.

Effective: January 1, 2008

SECTION 4 - RATES (Cont'd)

I. Customer Advantage Plans ("CAPs") (Cont'd)

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

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

On and after October 18, 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.

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

<u>Denomination</u>	<u>Monthly Usage Volume</u>
\$250.00	\$250.00+

- 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.

<u>Minimum Call Unit Value @ 60 seconds or Fraction</u>	<u>Incremental Call Unit Value @ 60 seconds or Fraction</u>
\$0.171	\$0.171

- Availability. Company's TTT service promotion is available on and after October 18, 2000 until January 14, 2001 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

Effective: January 1, 2008

SECTION 4 - RATES (Cont'd)

I. Customer Advantage Plans (“CAPs”) (Cont'd)

4. Customer “Thanks for Taking the Time” Advantage Plans (Cont'd)

(a) “Thanks for Taking the Time” - 2 (“TTT-2”) Advantage Plan

- **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.
- **Second Card Availability.** During the term of this promotional offering, a second TTT Card in the same denomination listed in Section I.4(d) preceding will be made available to customers requesting and receiving Company’s Website Design and Hosting Services as set forth in A. preceding.

Effective: January 1, 2008

SECTION 4 - RATES (Cont'd)

I. Customer Advantage Plans (“CAPs”) (Cont'd)

5. Customer S&W Prepaid Advantage Plan

On and after October 18, 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.

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

Minimum Call Unit <u>@ 60 seconds or Fraction</u>	Incremental Call Unit <u>@ 60 seconds or Fraction</u>
\$0.171	\$0.171

- (b) Availability. Company’s S&W Card service promotion is available on and after October 18, 2000 until January 14, 2000 (“sunset date”) unless sooner terminated in the sole and exclusive discretion of Company.

Effective: January 1, 2008

SECTION 4 - RATES (Cont'd)

I. Customer Advantage Plans (“CAPs”) (Cont'd)

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

- (c) 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).

- (c) Second S&W Card Availability. An addition S&W Card(s) in the qualifying denomination of the Customer as listed in Section I.5(a) preceding will be made available to any such customer which requests and receives Company’s Website Design and Hosting Services as set forth in A. preceding.

Effective: January 1, 2008

SECTION 4 - RATES (Cont'd)

I. Customer Advantage Plans ("CAPs") (Cont'd)

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.

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

Effective: January 1, 2008

SECTION 4 - RATES (Cont'd)

I. Customer Advantage Plans (“CAPs”) (Cont'd)

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

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

Effective: January 1, 2008

SECTION 4 - RATES (Cont'd)

I. Customer Advantage Plans (“CAPs”) (Cont'd)

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

(b) (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 I.6.(a) preceding for the 9th, 13th, 19th, 22nd, and 26th invoices; the Customer will not retroactively receive the 6th invoice credit to which it would otherwise have been entitled.

J. Save/Winback Off-Peak/Non-Business Day Adjustments.

Customers whose rates are adjusted pursuant to 4.C.11 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.C.11.

Effective: January 1, 2008

SECTION 4 - RATES (Cont'd)

K. 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.

Effective: January 1, 2008

SECTION 4 - RATES (Cont'd)

L. 1st and 3rd Invoice Credits

For new customers and those qualifying as save or winback customers, and who meet the eligibility requirements of Section L.1 following, the customer will receive 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.

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.

2. Terms

Each \$50.00 pre-paid calling card is decremented at the rates set forth in Section D.1 for peak rates with each fractional increment of less than 60 seconds rounded to the next full 60 second increment (full minute billing). Rates are distance and time-of-day insensitive.

**SECTION 5 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs")
AND RATE DESCRIPTION**

A. 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 \$0.069 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 \$0.069 will have their Rate Category adjusted upward to a Rate Category corresponding to a call unit rate of \$0.069 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 March 31, 2007, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories or to the highest available rate category, whichever is lower, effective for all calls on or after July 1, 2007, that are reflected on invoices rendered on or after August 1, 2007.

Effective: January 1, 2008

**SECTION 5 - TELECOMPETITIVE SERVICE OFFERINGS (“TSOs”)
AND RATE DESCRIPTION (Cont’d)**

B. Reserved for Future Use

Effective: January 1, 2008

SECTION 5 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs")
AND RATE DESCRIPTION (Cont'd)

C. 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.

D. Save/Winback Off-Peak/Non-Business Day Adjustments.

Customers whose rates are adjusted pursuant to 5.C.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 5.C.3.

Effective: January 1, 2008

**SECTION 5 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs")
AND RATE DESCRIPTION (Cont'd)**

- E. 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 H.2 shall receive the Service Term Invoice Free Credit.
- 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.
 - 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 H.1, preceding.

Effective: January 1, 2008

QUANTUMLINK COMMUNICATIONSSM

SECTION 5 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs")
AND RATE DESCRIPTION (Cont'd)

F. Cross Over Special Service Offers

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 I.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 I.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.

Effective: January 1, 2008

QUANTUMLINK COMMUNICATIONSSM

SECTION 5 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs")
AND RATE DESCRIPTION (Cont'd)

F. Cross Over Special Service Offers (Cont'd)

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 I.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.

Effective: January 1, 2008

QUANTUMLINK COMMUNICATIONSSM

SECTION 5 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs")
AND RATE DESCRIPTION (Cont'd)

F. Cross Over Special Service Offers (Cont'd)

2. Cross Over Century Card (COCC) (Cont'd)

B. (Cont'd)

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

<u>Previous Usage</u>	<u>\$100 Packets</u>
\$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.

Effective: January 1, 2008

QUANTUMLINK COMMUNICATIONSSM

SECTION 5 - TELECOMPETITIVE SERVICE OFFERINGS ("TSOs")
AND RATE DESCRIPTION (Cont'd)

- G. 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 J.2 shall receive the Service Term Invoice Free Credit II.
- 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.
 - 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 J.1, preceding.

Effective: January 1, 2008

QUANTUMLINK COMMUNICATIONSSM

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES

A. Quantumlink Communications Service. Signature Services are tailored to different classes of customers whose specific service profiles are defined by like-kind 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, service guides or otherwise. QuantumLink Communications Service therefore constitutes a family of services featuring intrastate services under this service guide, interstate and international services, and as and when tariffed or published 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 Service is available only where and when network facilities are available. QuantumLink Communications Service includes outbound and inbound 1+, facsimile, toll free access and calling card services and is available seven days a week, 24 hours a day.

- 1. Rate Description - General.** Charges are rated based on time of day, are distance insensitive and governed by sections 6.H, 6.I and the associated definitions in section 1. 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 Section.

Call durations are rounded. The method for rounding QuantumLink Communications Service charges is set forth in section 6.H following.

Miscellaneous charges apply as indicated in section 6.G following.

Effective: January 1, 2008

QUANTUMLINK COMMUNICATIONSSM

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES (Cont'd)

A. QuantumLink Communications Service (Cont'd)

2. Limitations and Disclaimers

- a. **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, QLC Service Plans are not available to any customer whose intrastate service already contains one or more specialized offerings for service within this state.
- b. **Discontinuance.** QLC Service Plans, and/or any applicable credit offers associated therewith, or any term or condition affecting the availability and/or rates for QLC Service Plans 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.

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

1. **Eligibility.** To be eligible for a QLC Service Plan, Customer must meet or exceed minimum monthly usage levels set forth in section 6.B.2, 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 QuantumLink Communications, and must have originated and terminated calls within the 30 day period preceding Customer's service commencement date with QuantumLink Communications Service.

Effective: January 1, 2008

QUANTUMLINK COMMUNICATIONSSM

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES (Cont'd)

B. QLC Service Plans (Cont'd)

2. Carrier offers services 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 X Rate Plan contains Carrier's lowest offered rates and Rate Category 11 or the Basic Q Rate Plan contains Carrier's top rates.

Table 1

Rate Plan		Rate Category
Basic Q	\$.153	11
QLC I	\$.137	10
QLC II	\$.129	9
QLC III	\$.119	8
QLC IV	\$.109	7
QLC V	\$.099	6
QLC VI	\$.089	5
QLC VII	\$.079	4
QLC VIII	\$.069	3
QLC IX	\$.049	2
QLC X	\$.029	1

- a. 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.
- b. 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.

Effective: January 1, 2008

QUANTUMLINK COMMUNICATIONSSM

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES (Cont'd)

B. QLC Service Plans (Cont'd)

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

Subject to the provisions of Sections 6.B.1 preceding and Sections 6.C and 6.B.5 following, for Peak/Business Day hours under the QLC service plans, the 1+ and TFA rates are as follows:

Class of Service	Minimum Call Unit 18 Secs.	Incremental Call Unit 6 Secs.	Equivalent Per Minute*	Per Call Unit Charges	Min. of Usage	Min Monthly Usage
Basic Q	0.0459	0.0153	0.153	0.0153	0.153	None
QLC I	0.0411	0.0137	0.137	0.0137	0.137	\$0
QLC II	0.0387	0.0129	0.129	0.0129	0.129	\$5.00
QLC III	0.0357	0.0119	0.119	0.0119	0.119	\$10.00
QLC IV	0.0327	0.0109	0.109	0.0109	0.109	\$15.00
QLC V	0.0297	0.0099	0.099	0.0099	0.099	\$20.00
QLC VI	0.0267	0.0089	0.089	0.0089	0.089	\$25.00
QLC VII	0.0237	0.0079	0.079	0.0079	0.079	\$30.00
QLC VIII	0.0207	0.0069	0.069	0.0069	0.069	\$35.00
QLC IX**	0.0147	0.0049	0.049	0.0049	0.049	\$25.00
QLC X***	0.0087	0.0029	0.029	0.0029	0.029	\$30.00

*Min. Call Unit (@ 18 secs. + 7 Incremental Call Unit @ 6 secs. = Per Minute Charge.)

**QLC Plan Of Service IX can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided exclusively to new customers.

***QLC Plan Of Service X can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided to new, "saved" or "Winback" customers.

Effective: January 1, 2008

QUANTUMLINK COMMUNICATIONS

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES (Cont'd)

B. QLC Service Plans (Cont'd)

3. Rates for 1+ and Toll Free Access ("TFA") (800/888/887) Services (Cont'd)

Subject to the provisions of Sections 6.B.1 and 6.B.5 preceding and Section 6.C and 3.B.6 following, for Off-Peak/Non-Business Day hours, the QLC service plans, the 1+ and TFAS rates are as follows:

Class of Service	Minimum Call Unit <u>18 Secs.</u>	Incremental Call Unit <u>6 Secs.</u>	Equivalent Per Minute*	Per Call Unit <u>Charges</u>	Min. of Usage <u>Usage</u>	Min Monthly <u>Usage</u>
Basic Q	0.0459	0.0153	0.153	0.0153	0.153	None
QLC I	0.0411	0.0137	0.137	0.0137	0.137	\$0
QLC II	0.0387	0.0129	0.129	0.0129	0.129	\$5.00
QLC III	0.0357	0.0119	0.119	0.0119	0.119	\$10.00
QLC IV	0.0327	0.0109	0.109	0.0109	0.109	\$15.00
QLC V	0.0297	0.0099	0.099	0.0099	0.099	\$20.00
QLC VI	0.0267	0.0089	0.089	0.0089	0.089	\$25.00
QLC VII	0.0237	0.0079	0.079	0.0079	0.079	\$30.00
QLC VIII	0.0207	0.0069	0.069	0.0069	0.069	\$35.00
QLC IX**	0.0147	0.0049	0.049	0.0049	0.049	\$25.00
QLC X***	0.0087	0.0029	0.029	0.0029	0.029	\$30.00

*Min. Call Unit (@ 18 secs. + 7 Incremental Call Unit @ 6 secs. = Per Minute Charge.)

** QLC Plan Of Service IX can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided exclusively to new customers.

***QLC Plan Of Service X can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided to new, "saved" or "Winback" customers.

Effective: January 1, 2008

QUANTUMLINK COMMUNICATIONSSM

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES (Cont'd)

B. QLC Service Plans (Cont'd)

4. **Calling Card Rates** - Subject to the provisions of Section 6.B.1 preceding and Section 6.I following, for all hours, the charges for calling card usage under all QLC service plans are as follows:

	Minimum Call <u>Unit</u>	Incremental Call <u>Unit</u>	Per Minute <u>Charge</u>	Equivalent Call Unit <u>Charge</u>
Peak/Business Day	0.0513	0.0171	0.171	0.0171
Off-Peak/ Non-Business Day	0.0459	0.0153	0.153	0.0153

5. **Rates for Calls Terminated to a Mobile Phone or Pager.** From and after the effective date of this revision, all calls terminated to a mobile phone or pager shall be charged the following rates:

	Minimum Call Unit	Incremental	CPM	Non-Usage
Minimum	\$0.006	\$0.002	\$0.02	\$0.002
Maximum	\$0.021	\$0.07	\$0.7	\$0.07
Rate	\$0.0513	\$0.0179	\$0.179	\$0.0179

Effective: January 1, 2008

QUANTUMLINK COMMUNICATIONS

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES (Cont'd)

B. QLC Service Plans (Cont'd)

6. Limited-Class Switched Rates

6.1 **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	\$0.0147	\$0.0049
Off-Peak/Non-Business Day	\$0.0147	\$0.0049

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	\$0.0117	\$0.0039
Off-Peak/Non-Business Day	\$0.0117	\$0.0039

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	\$0.0087	\$0.0029
Off-Peak/Non-Business Day	\$0.0087	\$0.0029

Effective: January 1, 2008

QUANTUMLINK COMMUNICATIONSSM

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES (Cont'd)

B. QLC Service Plans (Cont'd)

6. Limited-Class Switched Rates (Cont'd)

6.2 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 3.8.4.3 through 3.8.4.6 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:

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

b. X-2 Rate Plan

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

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

Effective: January 1, 2008

QUANTUMLINK COMMUNICATIONSSM

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES (Cont'd)

- C. QLC - Minimum/Maximum Rates** - The following Minimum and Maximum Rates are applicable to the services described in Sections 6.B.2 through 6.B.5 preceding.

	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Call Unit Charges In Cents Per Minute or CPM
MINIMUM	\$0.006	\$0.002	\$0.02
MAXIMUM	\$0.21	\$0.07	\$0.7

Effective: January 1, 2008

QUANTUMLINK COMMUNICATIONSSM

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES (Cont'd)

D. 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 service guide 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.

E. Customer Credit Programs

- 1. Customer Loyalty Credits.** Each QuantumLink Communications Customer meeting the eligibility requirements set forth below shall receive the respective Customer Loyalty Credit calculated in accordance with the following provisions.
 - a. 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 charges (excluding fees, taxes, surcharges, assessments, and similar charges) for the preceding consecutive service period covering twelve invoices.
 - b. 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 6.B.3; have no record of nonpayment in any month 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 E.1.a, preceding.

Effective: January 1, 2008

QUANTUMLINK COMMUNICATIONS

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES (Cont'd)

E. Customer Credit Programs (Cont'd)

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:

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

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

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

Effective: January 1, 2008

QUANTUMLINK COMMUNICATIONSSM

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES (Cont'd)

- F. Customer Loyalty Plans - General Terms and Conditions.** From time to time, rates may be published or published rates selected, a "Customer Loyalty Plan" or "CLP," the purpose and/or design for which is to retain the competitive position of QuantumLink Communications by offering rates which are necessitated by competing offers received by or available to existing or potential Customers, which if not matched or bettered would result in the loss of an existing or potential Customer and/or in the reduction of traffic volume of a Customer. Customer confirmation of the competitive offer in writing may be required or the availability of a more favorable competitive rate may need to be confirmed from published tariffs, service guides, 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").

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

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.
2. A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed or published 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 or published.
3. An existing Customer or potential Customer unable to demonstrate being similarly situated under a published CLP may, nonetheless, be able to qualify for a different or new CLP tailored to that Customer's circumstances.
4. CLPs are available for all published rates.
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 published in this section.

Effective: January 1, 2008

QUANTUMLINK COMMUNICATIONSSM

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES (Cont'd)

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

6. All of the conditions set forth in sections 6.F.1 through and including this section 6.F.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 published by QuantumLink Communications prior to institution of the first billing for services under the applicable Customer Loyalty Plans.
7. **Customer Loyalty Plan I.** QLC I and II Service Plan Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th invoice as provided following.
 - a. For each five invoices of consecutive uninterrupted service, a credit shall be calculated equal to the average of the Customer's monthly charges (excluding fees, taxes, surcharges, assessments, and similar charges) for the preceding consecutive five-month period.
 - b. **Eligibility.** To be eligible for the 6th invoice free bonus, each Customer must:
 - have initiated service under the QLC I or II Service Plan;
 - have current usage which exceeds the established minimum monthly usage levels for the QLC I or II 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 F.7.a preceding.

Effective: January 1, 2008

QUANTUMLINK COMMUNICATIONSSM

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES (Cont'd)

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

8. **Customer Loyalty Plan II.** QLC III, IV and V Service Plan Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9th invoice as provided following.
- a. For each eight invoices of consecutive uninterrupted service, a credit shall be calculated equal to the average of the Customer's monthly charges (excluding fees, taxes, surcharges, assessments, and similar charges) for the preceding consecutive eight-month period.
- b. **Eligibility.** To be eligible for the 9th invoice free bonus, each Customer must:
- have initiated service under the QLC III, IV or V Service Plan;
 - have current usage which exceeds the established minimum monthly usage levels for the QLC III, 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 F.8.a, preceding.

Effective: January 1, 2008

QUANTUMLINK COMMUNICATIONSSM

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES (Cont'd)

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

9. **Customer Loyalty Plan III.** QLC VI, VII, and VIII Service Plan Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9th invoice as provided following.

- a. For each eight invoices of consecutive uninterrupted service, a credit shall be calculated equal to the average of the Customer's monthly charges (excluding fees, taxes, surcharges, assessments, and similar charges) for the preceding consecutive eight-month period.
- b. **Eligibility.** To be eligible for the 13th invoice free bonus, each Customer must:
 - have initiated service under the QLC VI, VII, or VIII Service Plan;
 - have current usage which exceeds the established minimum monthly usage levels for the QLC VI, VII, or VIII Service Plan;
 - have no record of nonpayment in any of the preceding consecutive twelve-month period of service;
 - have received twelve consecutive and uninterrupted invoices over the preceding twelve-month period;
 - have selected the 13th invoice free bonus incentive prior to the first day in the period of service covered by Customer's eighth invoice; and
 - pay all charges rendered in Customer's thirteenth invoice in excess of the amount of the applicable credit as calculated under F.9.a, preceding.

Effective: January 1, 2008

QUANTUMLINK COMMUNICATIONSSM

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES (Cont'd)

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

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

a. "Welcome Back Invoice" Award. Each Customer who qualifies as either a "winback" or "save" shall receive its first invoice free, a "Welcome Back Invoice," that is, a credit equal to the charges for the first period of service (may be less than 30 days). The credit equal to the charges in the Welcome Back Invoice will appear in the invoice for the fourth billing cycle following the service period to which the Welcome Back Invoice applies.

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

11. 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.

QUANTUMLINK COMMUNICATIONS

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES (Cont'd)

G. Miscellaneous Charges

- 1. Directory Assistance.** A Standard Directory Assistance charge applies to all calls for Ohio 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.

<u>Per Call</u>	<u>Minimum</u>	<u>Maximum</u>
\$1.25	\$0.50	\$1.25

- 2. Payphone Surcharge**

A surcharge applies to all remote access coinless calls, including 800/888/877 and calling card calls that are accessed by dialing 800/888/877, originated from payphones.

<u>Minimum</u>	<u>Maximum</u>	<u>Rate</u>
\$0.55	\$0.69	\$0.69

- 3. Calling Card "Bong" Charge**

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

<u>Minimum</u>	<u>Maximum</u>	<u>Rate</u>
\$0.50	\$0.75	\$0.50

Effective: January 1, 2008

QUANTUMLINK COMMUNICATIONSSM

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES (Cont'd)

G. Miscellaneous Charges

4. Account Recourse Charges ("ARCs")

Customers qualifying for discounted rates pursuant to Company's QuantumLink Communications ("QLC") Service which elect 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 apply to Customers electing to close their accounts prior to completing six months of continuous service on the QLC Service by dropping such Customers from the discounted QLC rates. The Account Recourse Charges include one of two applicable one-time adjustments in service rate(s) for the final period of service which month 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.

- (a) Final Adjusted Invoice Rate (FAIR) \$ 0.418 per applicable full billing increment
For a Customer whose last service date is less than 18 days into Customer's final billing cycle.
- (b) Final Adjusted Invoice Rate (FAIR).....\$ 0.209 per applicable full billing increment
For a Customer whose last service date is more than 18 days into Customer's final billing cycle.
- (c) Final Adjusted Invoice Rate (FAIR).....\$ 0.171 per applicable full billing increment
Calling Card Service 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.

5. Reserved For Future Use.

Effective: January 1, 2008

QUANTUMLINK COMMUNICATIONSSM

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES (Cont'd)

G. Miscellaneous Charges (Cont'd)

- 6. 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 regulatory authorities. 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.

H-K Reserved For Future Use.

L. INETBA Service

INETBA Service offers Company's Freedom Plan for Business Users 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 Plan for Business Users set forth in this service guide 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 Freedom Plan for Business Users rate provisions, Sections 3.A, 3.C, 4.C, 4.D, 4.E and 4.F, and all other provisions of this service guide applicable to the Freedom Plan for Business Users apply to INETBA Service except as otherwise provided.

Effective: January 1, 2008

QUANTUMLINK COMMUNICATIONSSM

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES (Cont'd)

M. Methodology for Determining Call Charges

1. **Rate Basis.** Charges are based on access to and usage of the QuantumLink Communications network and related costs of operation. Charges cease when the call is effectively disconnected from the network. Effective disconnection will vary depending on such factors as the availability or absence of automatic timing equipment deployed in the network, failure of one party to effect disconnection, attachment of Customer or other party's equipment or for other reasons beyond the control of QuantumLink Communications. QuantumLink Communications assumes no liability for holding time durations or other call completion problems over which it has no control.
2. **Included Costs.** Subject to Section 6.G.4, governing billing for delinquent accounts, charges for calls are based on network usage and network support costs, are subject to rounding as set forth in section 6.H following and the provisions governing the timing of calls as set forth in 6.I following.
3. **Rounding.** QuantumLink Communications follows the industry practice of "rounding," that is, in its most basic form, when call duration does not end on the nearest whole billing increment, e.g., a six-second increment, the call's duration is rounded to the next whole billing increment, i.e., the next whole 6-second increment. Rounding varies based on the call increments used in billing for a particular service. One or more of the following rounding methodologies may be applied to a particular service only when and as published herein.
 - a. **Rounding at 18/6.** Services with billing increments of 6 second increments with an 18-second minimum are billed as follows - initial call duration is measured in a minimum of 18 seconds, that is, durations of less than 18 seconds are rounded to a full 18 seconds and for incremental usage, call duration is 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.

Effective: January 1, 2008

QUANTUMLINK COMMUNICATIONSSM

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES (Cont'd)

M. Methodology for Determining Call Charges (Cont'd)

3. Rounding (Cont'd)

- b. **Rounding at 30/30.** Services with billing increments of 30 second increments with a 30-second minimum are billed as follows - initial call duration is measured in a minimum of 30 seconds, that is, durations of less than 30 seconds are rounded to a full 30 seconds and for incremental usage, call duration is measured by call duration segments of not less than 30 seconds with the final call segment just prior to effective disconnection rounded to the next full 30 seconds of call duration.
- c. **Rounding at 60/60.** Services with billing increments of 60-second increments with a 60-second minimum are billed as follows - initial call duration is measured in a minimum of 60 seconds, that is, durations of less than 60 seconds are rounded to a full 60 seconds and for incremental usage, call duration is measured by call duration segments of not less than 60 seconds with the final call segment just prior to effective disconnection rounded to the next full 60 seconds of call duration.
- d. **Other Rounding Methods.** From time to time, QuantumLink Communications may publish or tariff and apply other rounding methodologies different from those in H.3.a, H.3.b, or H.3.c, preceding.
- e. **Applied Rounding Methodology.** QuantumLink Communications uses the Rounding at 18/6 set forth in H.3.a preceding for both Peak/Business Day charges and Off-Peak/Non-Business Day charges.

Effective: January 1, 2008

QUANTUMLINK COMMUNICATIONS

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES (Cont'd)

N. Timing of Calls

1. Charges for calls are based on usage of the Carrier'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.
2. Charges for a call are determined by adding all applicable Call Units as defined in this service guide - Minimum, Incremental, and Equivalent.
3. Reserved for Future Use

4. Reserved for Future Use

O. Reserved for Future Use

Effective: January 1, 2008

QUANTUMLINK COMMUNICATIONSSM

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES (Cont'd)

P. Advantage Card Service (ACS)

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

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).

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).

Effective: January 1, 2008

QUANTUMLINK COMMUNICATIONSSM

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES (Cont'd)

P. Advantage Card Service (ACS) (Cont'd)

2. Limitations and Disclaimers (Cont'd)

(e) Subject to and in accordance with the provisions of Section 3.C preceding and the eligibility requirements of P.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 P.1 preceding.

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

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.

4. Rates

The rates in Section 6.B.4 preceding apply to the QuantumLink ACS service.

QUANTUMLINK COMMUNICATIONSSM

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES (Cont'd)

Q. Customer Advantage Plans ("CAPs")

1. General Terms and Conditions

From time to time, rates may be published or published 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, service guides, 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 or published 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 or published.

Effective: January 1, 2008

QUANTUMLINK COMMUNICATIONSSM

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES (Cont'd)

Q. Customer Advantage Plans ("CAPs") (Cont'd)

1. General Terms and Conditions (Cont'd)

- C. An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed or published 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 or published in this Section.
- 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 or published 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 Q.2 through and including Q.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.

Effective: January 1, 2008

QUANTUMLINK COMMUNICATIONSSM

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES (Cont'd)

Q. Customer Advantage Plans ("CAPs") (Cont'd)

2. Customer 6th and 12th Invoice Advantage Plan

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

- (a) For each five and immediately succeeding six additional invoices of consecutive uninterrupted service (total of 11 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the consecutive five month period preceding Customer's 6th invoice and for the consecutive eleven-month period preceding Customer's 12th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- (b) Eligibility. To be eligible for the 6th and 12th invoice free bonuses, each Customer must:
- have initiated service;
 - have current usage which exceeds the established minimum monthly usage levels for the applicable service;
 - have no record of nonpayment in any of the preceding consecutive 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 Q.2(a), preceding.

Effective: January 1, 2008

QUANTUMLINK COMMUNICATIONSSM

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES (Cont'd)

Q. Customer Advantage Plans ("CAPs") (Cont'd)

3. Customer 6th, 10th, and 14th Invoice Advantage Plan

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

- (a) For each five and immediately succeeding four and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 13 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the consecutive five month period preceding Customer's 6th invoice, for the consecutive nine-month period preceding Customer's 10th invoice, and for the consecutive thirteen month period preceding Customer's 14th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- (b) Eligibility. To be eligible for the 6th, 10th, and 14th invoice free bonuses, each Customer must:
- have initiated service;
 - have current usage which exceeds the established minimum monthly usage levels for the applicable service;
 - have no record of nonpayment in any of the preceding consecutive 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 Q.3(a), preceding.

Effective: January 1, 2008

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES (Cont'd)

Q. Customer Advantage Plans ("CAPs") (Cont'd)

4. Customer "Thanks for Taking the Time" Advantage Plans

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

On and after October 18, 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.

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

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

- **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.

<u>Minimum Call Unit Value @ 60 seconds or Fraction</u>	<u>Incremental Call Unit Value @ 60 seconds or Fraction</u>
\$0.171	\$0.171

- **Availability.** Company's TTT-1 service promotion is available on and after October 18, 2000 until January 14, 2001 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

Effective: January 1, 2008

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES (Cont'd)

Q. Customer Advantage Plans ("CAPs") (Cont'd)

4. Customer "Thanks for Taking the Time" Advantage Plans

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

- **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.

Effective: January 1, 2008

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES (Cont'd)

Q. Customer Advantage Plans ("CAPs") (Cont'd)

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

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

On and after October 18, 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.

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

<u>Denomination</u>	<u>Monthly Usage Volume</u>
\$250.00	\$250.00+

- **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.

<u>Minimum Call Unit Value @ 60 seconds or Fraction</u>	<u>Incremental Call Unit Value @ 60 seconds or Fraction</u>
\$0.171	\$0.171

- **Availability.** Company's TTT service promotion is available on and after October 18, 2000 until April 18, 2001 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

Effective: January 1, 2008

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES (Cont'd)

Q. Customer Advantage Plans ("CAPs") (Cont'd)

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

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

- **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.
- **Second Card Availability.** During the term of this promotional offering, a second TTT Card in the same denomination listed in Section Q.4(b) preceding will be made available to customers requesting and receiving Company's Website Design and Hosting Services as set forth in A. preceding.

Effective: January 1, 2008

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES (Cont'd)

Q. Customer Advantage Plans ("CAPs") (Cont'd)

5. Customer S&W Prepaid Advantage Plan

On and after October 18, 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.

- (a) 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.

<u>Minimum Call Unit</u> <u>@ 60 seconds or Fraction</u>	<u>Incremental Call Unit</u> <u>@ 60 seconds or Fraction</u>
\$0.171	\$0.171

- (b) Availability. Company's S&W Card service promotion is available on and after October 18, 2000 until April 18, 2001 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

Effective: January 1, 2008

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES (Cont'd)

Q. Customer Advantage Plans ("CAPs") (Cont'd)

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

- (c) **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).

- (c) **Second S&W Card Availability.** An addition S&W Card(s) in the qualifying denomination of the Customer as listed in Section Q.5(a) preceding will be made available to any such customer which requests and receives Company's Website Design and Hosting Services as set forth in A. preceding.

Effective: January 1, 2008

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES (Cont'd)

Q. Customer Advantage Plans ("CAPs") (Cont'd)

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.

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

Effective: January 1, 2008

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES (Cont'd)

Q. Customer Advantage Plans ("CAPs") (Cont'd)

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

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

Effective: January 1, 2008

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES (Cont'd)

Q. Customer Advantage Plans ("CAPs") (Cont'd)

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

(b) (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 Q.6.(a) preceding for the 9th, 13th, 19th, 22nd, and 26th invoices; the Customer will not retroactively receive the 6th invoice credit to which it would otherwise have been entitled.

7. Save/Winback Off-Peak/Non-Business Day Adjustments.

Customers whose rates are adjusted pursuant to Section 6.B.6 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.B.6.

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES (Cont'd)

- R. 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 R.2 shall receive the Service Term Invoice Free Credit.
- 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.
 - 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 R.1, preceding.

Effective: January 1, 2008

SECTION 6 - "SIGNATURE SERVICES" - DESCRIPTION AND RATES (Cont'd)

- S. 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 S.2 shall receive the Service Term Invoice Free Credit II.
- 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.
 - 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 S.1, preceding.

Effective: January 1, 2008

SECTION 7 - RESERVED

Effective: January 1, 2008

SECTION 8 - RESERVED

SECTION 9 - HorizonOne Communications Plan

- A. HorizonOne Communications Services.** 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.A, 3.C, 4.A, 4.B, 4.E, 4.F, and 4.G of this service guide apply to HorizonOne Communications Plans except as otherwise provided following.

Effective: January 1, 2008

SECTION 9 - HorizonOne Communications Plan (Cont'd)

A. HorizonOne Communications Services (Cont'd)

3. Reserved For Future Use.

4. 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 service guide 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.

5. 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.

Effective: January 1, 2008

SECTION 9 - HorizonOne Communications Plan (Cont'd)

A. HorizonOne Communications Services (Cont'd)

6. “One, Two, Three, Every Third Invoice Free” Promotion

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

- a.** A credit applied to customer’s first, second and third invoices equal to 33% of customer’s long distance call traffic charges, appearing on the same invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, applied to the same invoice, and
- b.** A credit applied to every third invoice, starting with customer’s sixth invoice (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.

Effective: January 1, 2008

SECTION 9 - HorizonOne Communications Plan (Cont'd)

B. Rate Plans.

The following HorizonOne Communications Plans for interLATA and intraLATA services are offered:

1. Basic Q Rate Plan

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

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Call Unit Charges In Cents Per Minute or CPM
Peak/Business Day	\$0.0459	\$0.0153	\$0.153
Off-Peak/Non-Business Day	\$0.0459	\$0.0153	\$0.153

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:

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Call Unit Charges In Cents Per Minute or CPM
Peak/Business Day	\$0.0411	\$0.0137	\$0.137
Off-Peak/Non-Business Day	\$0.0411	\$0.0137	\$0.137

Effective: January 1, 2008

SECTION 9 - HorizonOne Communications Plan (Cont'd)

B. Rate Plans (Cont'd)

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:

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Call Unit Charges In Cents Per Minute or CPM
Peak/Business Day	\$0.0387	\$0.0129	\$0.129
Off-Peak/Non-Business Day	\$0.0387	\$0.0129	\$0.129

Effective: January 1, 2008

SECTION 9 - HorizonOne Communications Plan (Cont'd)

B. Rate Plans (Cont'd)

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:

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Call Unit Charges In Cents Per Minute or CPM
Peak/Business Day	\$0.0357	\$0.0119	\$0.119
Off-Peak/Non-Business Day	\$0.0357	\$0.0119	\$0.119

5. Universal Rate Plan

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

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Call Unit Charges In Cents Per Minute or CPM
Peak/Business Day	\$0.0327	\$0.0109	\$0.109
Off-Peak/Non-Business Day	\$0.0327	\$0.0109	\$0.109

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:

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Call Unit Charges In Cents Per Minute or CPM
Peak/Business Day	\$0.0297	\$0.0099	\$0.099
Off-Peak/Non-Business Day	\$0.0297	\$0.0099	\$0.099

Effective: January 1, 2008

SECTION 9 - HorizonOne Communications Plan (Cont'd)

B. Rate Plans (Cont'd)

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:

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Call Unit Charges In Cents Per Minute or CPM
Peak/Business Day	\$0.0267	\$0.0089	\$0.089
Off-Peak/Non-Business Day	\$0.0267	\$0.0089	\$0.089

8. Super 1 Rate Plan

Super 1 rates are provided to Customers whose minimum monthly intrastate usage is in excess of \$35.00 at the following rates.

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Call Unit Charges In Cents Per Minute or CPM
Peak/Business Day	\$0.0237	\$0.0079	\$0.079
Off-Peak/Non-Business Day	\$0.0237	\$0.0079	\$0.079

9. Super 2 Rate Plan

Super 2 rates are provided to Customers whose minimum monthly intrastate usage is in excess of \$40.00 at the following rates.

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Call Unit Charges In Cents Per Minute or CPM
Peak/Business Day	\$0.0207	\$0.0069	\$0.069
Off-Peak/Non-Business Day	\$0.0207	\$0.0069	\$0.069

Effective: January 1, 2008

SECTION 9 - HorizonOne Communications Plan (Cont'd)

B. Rate Plans (Cont'd)

10. Cairo 1 Rate Plan

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

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Call Unit Charges In Cents Per Minute or CPM
Peak/Business Day	\$0.0147	\$0.0049	\$0.049
Off-Peak/Non-Business Day	\$0.0147	\$0.0049	\$0.049

11. Cairo 2 Rate Plan

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

Time Period	Minimum Call Unit (1st 18 seconds)	Incremental Call Unit (Each Add'l 6 seconds)	Call Unit Charges In Cents Per Minute or CPM
Peak/Business Day	\$0.0087	\$0.0029	\$0.029
Off-Peak/Non-Business Day	\$0.0087	\$0.0029	\$0.029

12. Reserved for Future Use

Effective: January 1, 2008

SECTION 9 - HorizonOne Communications Plan (Cont'd)

B. Rate Plans (Cont'd)

13. Limited-Class Switched Rates

13.1 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:

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

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:

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

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:

	<u>Minimum Call Unit</u> <u>or Fraction</u>	<u>Incremental Call Unit</u> <u>or Fraction</u>
Peak/Business Day	\$0.0087	\$0.0029
Off-Peak/Non-Business Day	\$0.0087	\$0.0029

Effective: January 1, 2008

SECTION 9 - HorizonOne Communications Plan (Cont'd)

B. Rate Plans (Cont'd)

13. Limited-Class Switched Rates (Cont'd)

13.2 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:

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

b. X-2 Rate Plan

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

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

Effective: January 1, 2008

SECTION 9 - HorizonOne Communications Plan (Cont'd)

C. Rates for Calling Cards

1. Calling Card Rates

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

	Minimum Call Unit	Incremental	CPM
Minimum	\$0.0459	\$0.0153	\$0.153
Maximum	\$0.07	\$0.0233	\$0.233
Business Day	\$0.0513	\$0.0171	\$0.171
Non-Business Day	\$0.0459	\$0.0153	\$0.153

2. Rates for Calls Terminated to a Mobile Phone or Pager.

From and after the effective date of this revision, all calls terminated to a mobile phone or pager shall be charged the following rates:

	Minimum Call Unit	Incremental	CPM	Non-Usage
Minimum	\$0.006	\$0.002	\$0.02	\$0.002
Maximum	\$0.021	\$0.07	\$0.7	\$0.07
Rate	\$0.0513	\$0.0179	\$0.179	\$0.0179

Effective: January 1, 2008

SECTION 9 - HorizonOne Communications Plan (Cont'd)

- D.** 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	\$.153	XI
Classic Q	\$.137	X
Classic 2	\$.129	IX
Classic 1	\$.119	VIII
Universal	\$.109	VII
Prime 2	\$.099	VI
Prime 1	\$.089	V
Super 1	\$.079	IV
Super 2	\$.069	III
Cairo 1	\$.049	II
Cairo 2	\$.029	I

- 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.
- 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.
- Reserved for Future Use**

Effective: January 1, 2008

SECTION 9 - HorizonOne Communications Plan (Cont'd)

- E. 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 9.1 preceding except that HorizonOne Communications International Plan customers are eligible for Company’s “Invoice Free” offerings as specified following.
- 1. 9th Invoice Free Bonus Incentive.** Customers who meet the eligibility requirements set forth in 9.E.1(B) will receive a credit on their 9th invoice as provided following.
 - (A) 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.
 - (B) 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.E.1(A) preceding.

Effective: January 1, 2008

SECTION 9 - HorizonOne Communications Plan (Cont'd)

E. HorizonOne Communications “International Plan” (Cont'd)

- 2. 13th Invoice Free Bonus Incentive.** Customers who meet the eligibility requirements set forth in 9.E.2(B) will receive a credit on their 13th invoice as provided following.
- (A) 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.
 - (B) 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.E.2(A) preceding.

Effective: January 1, 2008

SECTION 9 - HorizonOne Communications Plan (Cont'd)

E. HorizonOne Communications “International Plan” (Cont'd)

- 3. 9th and 13th Invoices Free Bonus Incentive.** Customers who meet the eligibility requirements set forth in 9.E.3(B) will receive credits on their 9th and 13th invoices as provided following.
- (A) **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.
- (B) **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.E.3(A) preceding.

Effective: January 1, 2008

SECTION 9 - HorizonOne Communications Plan (Cont'd)

E. HorizonOne Communications “International Plan” (Cont'd)

- 4. 9th and 18th Invoices Free Bonus Incentive.** Customers who meet the eligibility requirements set forth in 9.E.4(B) will receive credits on their 9th and 18th invoices as provided following.
- (A) **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.
- (B) **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.E.4(A) preceding.

F. - I. Reserved for Future Use

Effective: January 1, 2008

SECTION 9 - HorizonOne Communications Plan (Cont'd)

I. 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 service guide 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.

SECTION 9 - HorizonOne Communications Plan (Cont'd)

J. Advantage Card Service (ACS)

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

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).

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).

Effective: January 1, 2008

SECTION 9 - HorizonOne Communications Plan (Cont'd)

J. Advantage Card Service (ACS) (Cont'd)

2. Limitations and Disclaimers (Cont'd)

- (e) Subject to and in accordance with the provisions of Section 3.C preceding and the eligibility requirements of J.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 J.1 preceding.
- (f) An ACS Customer whose service is terminated for cause or which voluntarily terminates Company’s service forfeits all unused credits.

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.

4. Rates

The rates in Section 9.C.2 preceding apply to the HorizonOne ACS service.

SECTION 9 - HorizonOne Communications Plan (Cont'd)

K. Customer Advantage Plans ("CAPs")

1. General Terms and Conditions

From time to time, rates may be published or published 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, service guides, 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 or published.

~~Effective: January 1, 2008~~

SECTION 9 - HorizonOne Communications Plan (Cont'd)

K. Customer Advantage Plans (“CAPs”) (Cont'd)

1. General Terms and Conditions (Cont'd)

- C. An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed or published 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 published in this Section.
- 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 published 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 K.2 through and including K.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.

SECTION 9 - HorizonOne Communications Plan (Cont'd)

K. Customer Advantage Plans ("CAPs") (Cont'd)

2. Customer 6th and 12th Invoice Advantage Plan

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

- (a) For each five and immediately succeeding six additional invoices of consecutive uninterrupted service (total of 11 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the consecutive five month period preceding Customer's 6th invoice and for the consecutive eleven-month period preceding Customer's 12th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- (b) Eligibility. To be eligible for the 6th and 12th invoice free bonuses, each Customer must:
- have initiated service;
 - have current usage which exceeds the established minimum monthly usage levels for the applicable service;
 - have no record of nonpayment in any of the preceding consecutive 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 K.2(a), preceding.

Effective: January 1, 2008

SECTION 9 - HorizonOne Communications Plan (Cont'd)

K. Customer Advantage Plans ("CAPs") (Cont'd)

3. Customer 6th, 10th, and 14th Invoice Advantage Plan

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

- (a) For each five and immediately succeeding four and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 13 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the consecutive five month period preceding Customer's 6th invoice, for the consecutive nine-month period preceding Customer's 10th invoice, and for the consecutive thirteen month period preceding Customer's 14th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- (b) Eligibility. To be eligible for the 6th, 10th, and 14th invoice free bonuses, each Customer must:
- have initiated service;
 - have current usage which exceeds the established minimum monthly usage levels for the applicable service;
 - have no record of nonpayment in any of the preceding consecutive 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 K.3(a), preceding.

Effective: January 1, 2008

SECTION 9 - HorizonOne Communications Plan (Cont'd)

K. Customer Advantage Plans (“CAPs”) (Cont'd)

4. Customer “Thanks for Taking the Time” Advantage Plans

(a) “Thanks for Taking the Time” - 1 (“TTT-1”) Advantage Plan

On and after October 18, 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.

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

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

- **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.

<u>Minimum Call Unit Value @ 60 seconds or Fraction</u>	<u>Incremental Call Unit Value @ 60 seconds or Fraction</u>
\$0.171	\$0.171

- **Availability.** Company’s TTT-1 service promotion is available on and after October 18, 2000 until January 14, 2001 (“sunset date”) unless sooner terminated in the sole and exclusive discretion of Company.

Effective: January 1, 2008

SECTION 9 - HorizonOne Communications Plan (Cont'd)

K. Customer Advantage Plans (“CAPs”) (Cont'd)

4. Customer “Thanks for Taking the Time” Advantage Plans

(a) “Thanks for Taking the Time” - 1 (“TTT-1”) Advantage Plan

- **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.

SECTION 9 - HorizonOne Communications Plan (Cont'd)

K. Customer Advantage Plans ("CAPs") (Cont'd)

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

(T)

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

On and after October 18, 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.

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

<u>Denomination</u>	<u>Monthly Usage Volume</u>
\$250.00	\$250.00+

- 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.

<u>Minimum Call Unit Value @ 60 seconds or Fraction</u>	<u>Incremental Call Unit Value @ 60 seconds or Fraction</u>
\$0.171	\$0.171

- Availability. Company's TTT service promotion is available on and after October 18, 2000 until January 14, 2001 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

Effective: January 1, 2008

SECTION 9 - HorizonOne Communications Plan (Cont'd)

K. Customer Advantage Plans (“CAPs”) (Cont'd)

4. Customer “Thanks for Taking the Time” Advantage Plans (Cont'd)

(b) “Thanks for Taking the Time” - 2 (“TTT-2”) Advantage Plan

- **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.
- **Second Card Availability.** During the term of this promotional offering, a second TTT Card in the same denomination listed in Section K.4(d) preceding will be made available to customers requesting and receiving Company’s Website Design and Hosting Services as set forth in A. preceding.

Effective: January 1, 2008

SECTION 9 - HorizonOne Communications Plan (Cont'd)

K. Customer Advantage Plans (“CAPs”) (Cont'd)

5. Customer S&W Prepaid Advantage Plan

On and after October 18, 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.

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

Minimum Call Unit <u>@ 60 seconds or Fraction</u>	Incremental Call Unit <u>@ 60 seconds or Fraction</u>
\$0.171	\$0.171

- (b) Availability. Company’s S&W Card service promotion is available on and after October 18, 2000 until January 14, 2000 (“sunset date”) unless sooner terminated in the sole and exclusive discretion of Company.

Effective: January 1, 2008

SECTION 9 - HorizonOne Communications Plan (Cont'd)

K. Customer Advantage Plans (“CAPs”) (Cont'd)

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

- (c) **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).
- (d) **Second S&W Card Availability.** An addition S&W Card(s) in the qualifying denomination of the Customer as listed in Section K.5(a) preceding will be made available to any such customer which requests and receives Company’s Website Design and Hosting Services as set forth in A. preceding.

Effective: January 1, 2008

SECTION 9 - HorizonOne Communications Plan (Cont'd)

K. Customer Advantage Plans ("CAPs") (Cont'd)

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.

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

SECTION 9 - HorizonOne Communications Plan (Cont'd)

K. Customer Advantage Plans (“CAPs”) (Cont'd)

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

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

Effective: January 1, 2008

SECTION 9 - HorizonOne Communications Plan (Cont'd)

K. Customer Advantage Plans (“CAPs”) (Cont'd)

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

(b) (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 K.6.(a) preceding for the 9th, 13th, 19th, 22nd, and 26th invoices; the Customer will not retroactively receive the 6th invoice credit to which it would otherwise have been entitled.

SECTION 9 - HorizonOne Communications Plan (Cont'd)

K. Customer Advantage Plans (“CAPs”) (Cont'd)

7. Customer “Welcome Aboard” Advantage Plan

For new Customers who meet the eligibility requirements of Section 11.9.1 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.

8. 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 8.b shall receive the Service Term Invoice Free Credit.

a. 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.

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

1. Have initiated service under a HorizonOne Communications Plan;
2. Have current usage which exceeds the established minimum monthly usage levels for the applicable HorizonOne Communications Plan;
3. Have no record of nonpayment, delinquencies or issues of credit worthiness;
4. Have received five months of consecutive and uninterrupted service preceding each credit invoice;
5. 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,
6. Pay all charges rendered in customer’s credit invoice in excess of the amount of the applicable credit as calculated under Section 8.b, preceding.

L. Save/Winback Off-Peak/Non-Business Day Adjustments.

Customers whose rates are adjusted pursuant to 9.B.11 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.B.11.

Effective: January 1, 2008

SECTION 9 - HorizonOne Communications Plan (Cont'd)

- M. 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 M.2 shall receive the Service Term Invoice Free Credit II.
- 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.
 - 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 M.1, preceding.

Effective: January 1, 2008

SECTION 10 – VoIP Communications Plan

A. Services & Rates

VOIP Communications’ intrastate toll services include switched and dedicated outbound, inbound, and calling card services or specified combinations thereof to small to medium size business consumers of telecommunication services. VOIP Communications’ underlying network providers transport its customer’s calls via hybrid networks which utilize the best aspects of both IP technology and the traditional circuit-switched telephone network. Voice over IP (VoIP) technology, or IP telephony, is a system for transmitting telephone calls over data networks, such as the ones that make up the Internet. VoIP technology converts analog voice into digital information and sends it over the Internet in small packets. This allows several phone calls to use the space that just one call would have occupied in a traditional (circuit-switched) network. Before the call reaches its final destination it is then converted back to the traditional (circuit-switched) network thus not requiring customers to change or add any equipment.

All services under this Section are offered pursuant to the provisions of Sections 1 through 2 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 service guide 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	\$0.0087	\$0.0029	\$150.00

1. 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.
2. 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.

Effective: January 1, 2008

SECTION 10 – VoIP Communications Plan (Cont'd)

D. Fees and Charges

1. Directory Assistance Charge: \$1.25/per call

2. Toll Free Access Service (TFAS)

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

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.

4. Diskette Billing Charge: \$15.00/per month

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.

Effective: January 1, 2008

SECTION 10 – VoIP Communications Plan (Cont'd)

E. Promotions

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.

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.

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.

Effective: January 1, 2008

SECTION 10 – VoIP Communications Plan (Cont'd)

E. Promotions (Cont'd)

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.

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 may 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.

Effective: January 1, 2008

SECTION 11 – Optic Communications Plan

A. Services & Rates

The Company’s Optic Communications’ service plan offers switched outbound and inbound service to business subscribers. All rate categories require varying minimum monthly usage. All calls under this plan are subject to an eighteen (18) second minimum, billed in six (6) second increments thereafter, and are charged according to the total call unit rate methodology as described in Section 3.A. Carrier offers services under this service guide 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	\$0.153	\$0.0459	\$0.0153	\$0
X	OPTIC 10	\$0.137	\$0.0411	\$0.0137	\$25.00
IX	OPTIC 9	\$0.129	\$0.0387	\$0.0129	\$50.00
VIII	OPTIC 8	\$0.119	\$0.0357	\$0.0119	\$75.00
VII	OPTIC 7	\$0.109	\$0.0327	\$0.0109	\$100.00
VI	OPTIC 6	\$0.099	\$0.0297	\$0.0099	\$125.00
V	OPTIC 5	\$0.089	\$0.0267	\$0.0089	\$150.00
IV	OPTIC 4	\$0.079	\$0.0237	\$0.0079	\$175.00
III	OPTIC 3	\$0.069	\$0.0207	\$0.0069	\$200.00
II	OPTIC 2	\$0.049	\$0.0147	\$0.0049	\$225.00
I	OPTIC 1	\$0.039	\$0.0117	\$0.0039	\$250.00

1. Reserved for Future Use
2. Reserved for Future Use

Effective: January 1, 2008

SECTION 11 – Optic Communications Plan (Cont’d)

B. Dedicated Rates

The following rates are available to Customers with T-1 access lines. Carrier offers services under this service guide 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/D-2	\$0.049	\$0.0147	\$0.0049	\$100.00
II	D-3	\$0.039	\$0.0117	\$0.0039	\$150.00
I	D-4	\$0.029	\$0.0087	\$0.0029	\$200.00

C. 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 rates:

Peak/Business Day	\$0.171 cents per call unit
Off-Peak/Non-Business Day	\$0.153 cents per call unit

Effective: January 1, 2008

SECTION 11 – Optic Communications Plan (Cont'd)

D. Fees and Charges

1. Directory Assistance Charge: \$1.25/per call

2. Toll Free Access Service (TFAS)

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

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.

4. Diskette Billing Charge: \$15.00/per month

5. Remote Access Surcharge

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

SECTION 11 – Optic Communications Plan (Cont'd)

E. Promotions

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.

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.

SECTION 11 – Optic Communications Plan (Cont'd)

E. Promotions (Cont'd)

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.

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.

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.

Effective: January 1, 2008