TARIFF SCHEDULE CALIFORNIA P.U.C. NO. 2

## APPLICABLE TO

## CALIFORNIA INTRASTATE

TELECOMMUNICATIONS SERVICES
OF
NOS COMMUNICATIONS, INC.
d/b/a INTERNATIONAL PLUS
d/b/a 011 COMMUNICATIONS
d/b/a THE INTERNET BUSINESS ASSOCIATION d/b/a IVANTAGE NETWORK SOLUTIONS d/b/a BLUERIDGE TELECOM SYSTEMS

NOTE: This tariff schedule cancels and replaces in its entirety the tariff schedule (Tariff No. 1) previously on file with the California PUC and applicable to the provision of intrastate telecommunications services by NOS Communications, Inc.

Issued By:
Tariff Administrator

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One Hundred Forty First Revised Sheet No. 2 Cancels One Hundred Fortieth Revised Sheet No. 2
d/b/a IVANTAGE NETWORK SOLUTIONS
d/b/a BLUERIDGE TELECOM SYSTEMS
250 Pilot Road, Suite 300
Las Vegas, NV 89119
U-5251-C

## TARIFF CHECKING SHEET

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| 2.2 | Third Revised | 16.3.2.1 | Eighth Revised | 16.7.10 | First Revised |
| 3 | Twenty First Revised | 16.3.2.1.1 | First Revised | 16.7.11 | First Revised |
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| 7 | Fourth Revised | 16.4 | First Revised | 16.7.16 | First Revised |
| 8 | Fourth Revised | 16.5 | First Revised | 16.7.17 | First Revised |
| 9 | Fifth Revised | 16.5.1 | Original | 16.7.17.1 | Original |
| 10 | Fifty Eighth Revised* | 16.5.2 | Original | 16.7.18 | First Revised |
| 10.1 | Twelfth Revised | 16.5.3 | First Revised | 16.7.19 | First Revised |
| 10.2 | Ninth Revised | 16.5.4 | First Revised | 16.7.20 | First Revised |
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| 11.3 | Thirteenth Revised | 16.5.13 | Original | 16.8 | Original |
| 11.4 | Eighth Revised | 16.5.14 | First Revised | 16.9 | Original |
| 11.4.1 | Third Revised | 16.5.15 | Original | 16.10 | Sixth Revised |
| 11.5 | Eighth Revised | 16.5.16 | Original | 16.10.0 | Second Revised |
| 11.6 | Second Revised | 16.5.17 | Original | 16.10.0.1 | First Revised |
| 11.7 | First Revised | 16.5.18 | Original | 16.10.0.2 | Original |
| 11.8 | Original | 16.6 | Original | 16.10.0.3 | First Revised |
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| 15 | Fifth Revised | 16.7.3 | Fifth Revised | 16.10.1.3.1 | Second Revised |
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| 16 | Seventh Revised | 16.7.4.1 | Second Revised | 16.10.1.3.4 | First Revised |
| 16.1 | Third Revised | 16.7.4.2 | Original | 16.10.1.4 | Third Revised |
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| 19.2.0.5 | First Revised |  |  |  |  |
| 19.2.0.6 | First Revised |  |  |  |  |
| 19.2.0.7 | First Revised |  |  |  |  |
| 19.2.1 | Original |  |  |  |  |
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| 19.3 | First Revised* |  |  |  |  |
| 20 | First Revised* |  |  |  |  |
| 21 | First Revised* |  |  |  |  |
| 22 | First Revised* |  |  |  |  |
| 23 | Original |  |  |  |  |
| 24 | Second Revised |  |  |  |  |
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| 24.2 | First Revised* |  |  |  |  |
| 24.3 | Original |  |  |  |  |
| 25 | Second Revised |  |  |  |  |
| 25.1 | Original |  |  |  |  |
| 26 | First Revised* |  |  |  |  |
| 27 | Seventeenth Revised |  |  |  |  |
| 28 | Original |  |  |  |  |
| 29 | Original |  |  |  |  |
| 30 | Original |  |  |  |  |
| 31 | Original |  |  |  |  |
| 32 | Original |  |  |  |  |
| 33 | Original |  |  |  |  |
| 34 | Original |  |  |  |  |
| 35 | Original |  |  |  |  |
| 36 | First Revised* |  |  |  |  |

* Revisions included in this filing

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## PRELIMINARY STATEMENT

This tariff contains all effective rates and rules, together with information relating to and applicable to the provision of intrastate interLATA and intraLATA interexchange telecommunications services, including without limitation, Digital Subscriber Line Services (DSL) by NOS Communications, Inc.

References in this tariff to "the Company" or "Carrier" are intended to refer to NOS Communications, Inc.
NOS Communications, Inc. has been granted authority by the California Public Utilities Commission (the "CPUC" or the "Commission") to provide twenty four (24) hour intrastate interLATA and intraLATA long distance telecommunications service from and to origination and termination points in the State of California.

## SYMBOLS USED IN THIS TARIFF

When a change in a tariff sheet is filed, attention will be directed to such change by a symbol along the right hand margin of the tariff sheet utilizing the following symbols as appropriate:
(C) To signify a changed listing, rule, or condition which may affect rates or charges.
(D) To signify discontinued material, including listing, rate, rule, or condition.
(I) To signify an increase.
(L) To signify material relocated from or to another part of the tariff schedule with no change in text, rate, rule, or condition.
(N) To signify new material, including listing, rate, rule, or condition.
(R) To signify a reduction.
(T) To signify a change in wording of text but not a change in rate, rule, or condition.
(Z) To signify an administrative error.

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## SERVICE AREA MAP

NOS Communications, Inc. has been granted authority by the CPUC to provide twenty four (24) hour interLATA and intraLATA long distance telephone service from and to origination and termination points in the State of California.

## RATE SCHEDULE A

## INTERLATA LONG DISTANCE TELEPHONE SERVICES

## Applicability

Applicable to interLATA long distance telephone services provided to customers. Services will be provided in areas open to equal access subject to the availability of equipment and as operating conditions permit.

## Territory

For services provided to or from points located within the State of California.

## Rates*

Rates for all services are computed in accordance with the provisions of Rule 9 of this tariff and are offered in conjunction with interstate service.

## RATE SCHEDULE A (Cont'd)

INTERLATA LONG DISTANCE TELEPHONE SERVICES (Cont'd)

## Rates (Cont'd)

## RATE SCHEDULE A (Cont'd)

INTERLATA LONG DISTANCE TELEPHONE SERVICES (Cont'd)
Rates (Cont'd)

## RATE SCHEDULE A

## INTERLATA LONG DISTANCE TELEPHONE SERVICES

## Rates (Cont'd)

A. Carrier offers services under its Freedom Plan 2000 and Freedom Plan for Business Users (collectively, the "Freedom Plans") based on the Rate Plans and categories as specified following. Specific rates for the Rate Plans listed in the table below can be found on Sheet Nos. 10.1 through 10.3 following.

Table 1

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

B. Any Rate Category I-VIII customers in service on or before October 15, 2019, 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 January 15, 2020, that are reflected on invoices rendered on or after February 15, 2020.
C. Any Rate Category IX customers in service on or before October 15, 2019, 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 X, effective for all calls on or after January 15, 2020, that are reflected on invoices rendered on or after February 15, 2020.

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## RATE SCHEDULE A (Cont'd)

## INTERLATA LONG DISTANCE TELEPHONE SERVICES

## Rates (Cont'd)

## Freedom Plans

Company offers two Freedom Plans, its Freedom Plan 2000 and its Freedom Plan for Business Users. Company's standard tariff rate methodology applies in each invoice under its Freedom Plan 2000. The provisions of "Freedom Plan for Business Users," Rate Schedule H, apply to Company's Freedom Plan for Business Users. Subject to the Rates for Calls Terminating to a Mobile Phone or Pager of this Rate Schedule A, following, the following Freedom Plans Rate Plans, the Basic Q, Classic, Universal, Prime, and Super Rate Plans, are offered. The provisions of Rules 9 and 19 of this tariff apply.

## Basic Q Rate Plan

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

|  | Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0381$ | $\$ 0.0127$ |
| Off-Peak/Non-Business Day | $\$ 0.0381$ | $\$ 0.0127$ |

## Classic Q/Classic 2 Rate Plans

Except as provided in the Rate Plan Adjustments for Non-Calling Plan Customers, Section A, following, in this Schedule A, rate is available to all customers whose minimum monthly intrastate usage is over $\$ 5.00$ at the following rates:

|  | Minimum Call Unit <br> or Fraction | (R) | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0297$ | (R) | $\$ 0.0099$ |
| Off-Peak/Non-Business Day | $\$ 0.0297$ | (R) | $\$ 0.0099$ |

## Classic 1 Rate Plan

Except as provided in the Rate Plan Adjustments for Non-Calling Plan Customers, Section B, following, in this Schedule A, Classic 1 rates are provided to customers whose minimum monthly intrastate usage is over $\$ 10.00$ at the following rates:

|  | Minimum Call Unit <br> $\underline{\text { or Fraction }}$ |  | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0267$ | (R) | $\$ 0.0089$ |
| Off-Peak/Non-Business Day | $\$ 0.0267$ | (R) | $\$ 0.0089$ |

## RATE SCHEDULE A (Cont'd)

INTERLATA LONG DISTANCE TELEPHONE SERVICES (Cont'd)

## Rates (Cont'd)

## Universal Rate Plan

Except as provided in the Rate Plan Adjustments for Non-Calling Plan Customers, Section B, following, in this Schedule A, Universal rates are provided to customers whose minimum monthly intrastate usage is over $\$ 15.00$ at the following rates:

|  | Minimum Call Unit <br> or Fraction |  | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0237$ | (R) | $\$ 0.0079$ |
| Off-Peak/Non-Business Day | $\$ 0.0237$ | (R) | $\$ 0.0079$ |

## Prime 2 Rate Plan

Except as provided in the Rate Plan Adjustments for Non-Calling Plan Customers, Section B, following, in this Schedule A, Prime 2 rates are provided to customers whose monthly minimum intrastate usage is over $\$ 20.00$ at the following rates:

|  | Minimum Call Unit <br> or Fraction |  | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0207$ | (R) | $\$ 0.0069$ |
| Off-Peak/Non-Business Day | $\$ 0.0207$ | (R) | $\$ 0.0069$ |

## Prime 1 Rate Plan

Except as provided in the Rate Plan Adjustments for Non-Calling Plan Customers, Section B, following, in this Schedule A, Prime 1 rates are provided to customers whose monthly minimum intrastate usage is over $\$ 25.00$ at the following rates:

|  | Minimum Call Unit <br> or Fraction |  | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0177$ | (R) | $\$ 0.0059$ |
| Off-Peak/Non-Business Day | $\$ 0.0177$ | (R) | $\$ 0.0059$ |

## Super 1 Rate Plan

Except as provided in the Rate Plan Adjustments for Non-Calling Plan Customers, Section B, following, in this Schedule A, Super 1 rates are provided to customers whose minimum monthly intrastate usage is over $\$ 30.00$ at the following rates:

|  | Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
|  | $\$ 0.0147$ | (R) |

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## RATE SCHEDULE A (Cont'd)

INTERLATA LONG DISTANCE TELEPHONE SERVICES (Cont'd)

## Rates (Cont'd)

## Super 2 Rate Plan

Except as provided in the Rate Plan Adjustments for Non-Calling Plan Customers, Section B, following, in this Schedule A, Super 2 rates are provided to customers whose minimum monthly intrastate usage is over $\$ 35.00$ at the following rates:

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

## Cairo 1 Rate Plan

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

|  | Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction | $\$ 0.0049$ |
| :--- | :--- | :--- | :--- |

## Cairo 2 Rate Plan

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

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

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## RATE SCHEDULE A (Cont'd)

## INTERLATA LONG DISTANCE TELEPHONE SERVICES (Cont'd)

## Rates (Cont'd)

## Rate Plan Adjustments for Non-Calling Plan Customers

A. Subject to the Save/Winback Off-Peak/Non-Business Day Adjustments following, the off-peak/non-business rates preceding for Classic Q/Classic 2 Rate Plan customers, whose service is not part of an unexpired term, rate guarantee or similar calling plan, not subject to treatment procedures, and whose rates have not been changed in any of the four invoices preceding October 4,2000 , shall be uniformly rated at the Basic Q rate plan as set forth preceding.
B. Subject to the Save/Winback Off-Peak/Non-Business Day Adjustments following, the off-peak/non-business rates preceding for all other customers, whose service is not part of an unexpired term, rate guarantee or similar calling plan, not subject to treatment procedures, and whose rates have not been changed in any of the four invoices preceding October 4, 2000, shall be uniformly rated at the Classic Q/Classic 2 rate plan as set forth preceding.

## Rate Plan Adjustment for Customers Billing $\mathbf{\$ 5 0 . 0 0}$ or Less

A. Any Rate Category 1-6 customer (as defined in Table 1) in service before August 30, 2001, whose services are not part of an unexpired term plan or usage rate guarantee and which are not subject to treatment procedures, and who billed $\$ 50.00$ or less in intrastate calling charges on their November invoice, shall have their peak/business day rates adjusted upward by two Rate Categories effective December 1, 2001.
B. Any Rate Category 7 customer (as defined in Table 1) in service before August 30, 2001, whose services are not part of an unexpired term plan or usage rate guarantee and which are not subject to treatment procedures, and who billed $\$ 50.00$ or less in intrastate calling charges on their November invoice, shall have their peak/business day rates adjusted to Rate Category 8 effective December 1, 2001.

## *** ALL MATERIAL ON THIS PAGE IS NEW *** <br> Rate Schedule A (Cont'd) INTERLATA LONG DISTANCE TELEPHONE SERVICES (Cont'd)

## Rates (Cont'd)

## Limited-Class Switched Rates

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

## A. D-1Rate Plan

D-1 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 <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0177$ | $\$ 0.0059$ |
| Off-Peak/Non-Business Day | $\$ 0.0177$ | $\$ 0.0059$ |

## B. D-2 Rate Plan

D-2 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 <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0147$ | $\$ 0.0049$ |
| Off-Peak/Non-Business Day | $\$ 0.0147$ | $\$ 0.0049$ |

## C. D-3 Rate Plan

D-3 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 <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0117$ | $\$ 0.0039$ |
| Off-Peak/Non-Business Day | $\$ 0.0117$ | $\$ 0.0039$ |

## D. D-4 Rate Plan

D-4 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over $\$ 130.00$ at the following rates:

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

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# * ALL MATERIAL ON THIS SHEET IS NEW.* 

RATE SCHEDULE A (Cont'd)
INTERLATA LONG DISTANCE TELEPHONE SERVICES (Cont’d)

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

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

## A. X-1 Rate Plan

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

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

## B. X-2 Rate Plan

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

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

Tariff Administrator

## RATE SCHEDULE A (Cont'd)

## INTERLATA LONG DISTANCE TELEPHONE SERVICES (Cont'd)

## Rates (Cont'd)

## Rates for Calls Terminated to a Mobile Phone of Pager

From and after February 24, 2000, all calls terminated to a mobile phone or pager shall be charged the following rates:

|  | Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction |  |
| :--- | :--- | :--- | :--- |
| Peak/Business Day | (Z) | $\$ 0.0447$ | (R) |
| $\$ 0.0149$ |  |  |  |
| Off-Peak/Non-Business Day | $\$ 0.0447$ |  | $\$ 0.0149$ |

## Rates for Calling Cards

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

Peak/Business Day
Off-Peak/Non-Business Day

| Minimum Call Unit <br> or Fraction | (R) | Incremental Call Unit <br> or Fraction |
| :--- | ---: | :--- |
| $\$ 0.0426$ | (R) | $\$ 0.0142$ |
| $\$ 0.0381$ | (R) | $\$ 0.0127$ |

## RATE SCHEDULE A (Cont'd)

 INTERLATA LONG DISTANCE TELEPHONE SERVICES (Cont'd)Rates (Cont'd)

## RATE SCHEDULE B

## INTRALATA LONG DISTANCE TELEPHONE SERVICES

## Applicability

Applicable to intraLATA long distance telephone services provided to customers. Services will be provided in areas open to equal access subject to availability of equipment and as operating conditions permit.

## Territory

For services provided to or from points located within the LATAs located within the State of California.

## Rates

Rates for intraLATA services are computed in acordance with the provisions of Rule 9 of this tariff and are offered in conjunction with interstate and interLATA services.

## RATE SCHEDULE B

## INTRALATA LONG DISTANCE TELEPHONE SERVICES

Rates (Cont'd)

Time of Day Rate Periods

Business Day/Peak Time Period: $\quad 9: 00$ am to $4: 00 \mathrm{pm}$, Monday through Friday.
Non-Business Day/Off Peak Time Period: $\quad$ 4:01 pm to 8:59 am, Monday through Friday and all day Saturday and Sunday.

Issued By:
Tariff Administrator

## RATE SCHEDULE B

## INTRALATA LONG DISTANCE TELEPHONE SERVICES

## Rates (Cont'd)

## Rule 19 - Freedom Plans

A. Carrier offers services under its Freedom Plan 2000 and Freedom Plan for Business Users (collectively, the "Freedom Plans") based on the Rate Plans and categories as specified following. Specific rates for the Rate Plans listed in the table below can be found on Sheet Nos. 11.3 through 11.5 following.

Table 1

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

B. Any Rate Category I-VIII customers in service on or before October 15, 2019, 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 January 15, 2020, that are reflected on invoices rendered on or after February 15, 2020.
C. Any Rate Category IX customers in service on or before October 15, 2019, 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 X, effective for all calls on or after January 15, 2020, that are reflected on invoices rendered on or after February 15, 2020.
D. Reserved for Future Use

## RATE SCHEDULE B

## INTRALATA LONG DISTANCE TELEPHONE SERVICES (Cont'd)

## Rates (Cont'd)

## Freedom Plans

Company offers two Freedom Plans, its Freedom Plan 2000 and its Freedom Plan for Business Users. Company's standard tariff rate methodology applies in each invoice under its Freedom Plan 2000. The provisions of "Freedom Plan for Business Users," Rate Schedule H, apply to Company's Freedom Plan for Business Users. Subject to the Rates for Calls Terminating to a Mobile Phone or Pager of this Rate Schedule B, following, the following Freedom Plans Rate Plans, Basic Q, the Classic, Universal, Prime, Super, and Cairo Rate Plans, are offered. The provisions of Rules 9 and 19 of this tariff apply.

## Basic Q Rate Plan

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

|  | Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0381$ | $\$ 0.0127$ |
| Off-Peak/Non-Business Day | $\$ 0.0381$ | $\$ 0.0127$ |

## Classic Q/Classic 2 Rate Plan

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

|  | Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0297$ | $\$ 0.0099$ |
| Off-Peak/Non-Business Day | $\$ 0.0297$ | $\$ 0.0099$ |

## Classic 1 Rate Plan

Except as provided in the Rate Plan Adjustments for Non-Calling Plan Customers, Section A, following, in this Schedule B, Classic 1 rates are provided to customers whose minimum monthly intrastate usage is over $\$ 5.00$ at the following rates:

|  | Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0267$ | $\$ 0.0089$ |
| Off-Peak/Non-Business Day | $\$ 0.0267$ | $\$ 0.0089$ |

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Effective: January 1, 2004
Resolution No. $\qquad$

## RATE SCHEDULE B

INTRALATA LONG DISTANCE TELEPHONE SERVICES (Cont'd)

## Rates (Cont'd)

## Universal Rate Plan

Except as provided in the Rate Plan Adjustments for Non-Calling Plan Customers, Section B, following, in this Schedule B, Universal rates are provided to customers whose minimum monthly intrastate usage is over $\$ 10.00$ at the following rates:

|  | Minimum Call Unit <br> or Fraction |  | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0237$ | (R) | $\$ 0.0079$ |
| Off-Peak/Non-Business Day | $\$ 0.0237$ | (R) | $\$ 0.0079$ |

Prime 2/Universal LATA Rate Plan
Except as provided in the Rate Plan Adjustments for Non-Calling Plan Customers, Section B, following, in this Schedule B, Prime 2/Universal LATA rates are provided to customers whose monthly minimum intrastate usage is over $\$ 15.00$ at the following rates:

|  | Minimum Call Unit <br> or Fraction | (R) | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0207$ | (R) | $\$ 0.0069$ |
| Off-Peak/Non-Business Day | $\$ 0.0207$ | (R) | $\$ 0.0069$ |

## Prime 1 Rate Plan

Except as provided in the Rate Plan Adjustments for Non-Calling Plan Customers, Section B, following, in this Schedule B, Prime 1 rates are provided to customers whose monthly minimum intrastate usage is over $\$ 20.00$ at the following rates:

|  | Minimum Call Unit <br> or Fraction |  | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0177$ | (R) | $\$ 0.0059$ |
| Off-Peak/Non-Business Day | $\$ 0.0177$ | (R) | $\$ 0.0059$ |

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Tariff Administrator

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Effective: October 1, 2002 Resolution No. ----------

## RATE SCHEDULE B

## INTRALATA LONG DISTANCE TELEPHONE SERVICES (Cont'd)

Rates (Cont'd)

## Super 1 Rate Plan

Except as provided in the Rate Plan Adjustments for Non-Calling Plan Customers, Section B, following, in this Schedule B, Super 1 rates are provided to customers whose minimum monthly intrastate usage is over $\$ 25.00$ at the following rates:

|  | Minimum Call Unit <br> or Fraction |  | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0147$ | (R) | $\$ 0.0049$ |
| Off-Peak/Non-Business Day | $\$ 0.0147$ | (R) | $\$ 0.0049$ |

## RATE SCHEDULE B (Cont'd)

## INTRALATA LONG DISTANCE TELEPHONE SERVICES (Cont'd)

## Rates (Cont'd)

## Super 2/Super LATA Rate Plan

Except as provided in the Rate Plan Adjustments for Non-Calling Plan Customers, Section B, following, in this Schedule B, Super 2/Super LATA rates are provided to customers whose minimum monthly intrastate usage is over $\$ 30.00$ at the following rates:

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

## Cairo 1 Rate Plan

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

|  | Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction | $\$ 0.0049$ |
| :--- | :--- | :--- | :--- |

## Cairo 2 Rate Plan

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

|  | Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction |  |
| :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0087$ | $\$ 0.0029$ |  |
| Off-Peak/Non-Business Day | $\$ 0.0087$ | $\$ 0.0029$ | (N) |

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Resolution No. $\qquad$

## RATE SCHEDULE B

## INTRALATA LONG DISTANCE TELEPHONE SERVICES (Cont'd)

## Rates (Cont'd)

## Rate Plan Adjustments for Non-Calling Plan Customers

A. Subject to the Save/Winback Off-Peak/Non-Business Day Adjustments following, the off-peak/non-business rates preceding for Classic 1 Rate Plan customers, whose service is not part of an unexpired term, rate guarantee or similar calling plan, not subject to treatment procedures, and whose rates have not been changed in any of the four invoices preceding October 4, 2000, shall be uniformly rated at the Classic Q/Classic 2 rate plan as set forth preceding.
B. Subject to the Save/Winback Off-Peak/Non-Business Day Adjustments following, the off-peak/non-business rates preceding for customers, whose service is not part of an unexpired term, rate guarantee or similar calling plan, not subject to treatment procedures, and whose rates have not been changed in any of the four invoices preceding October 4, 2000, shall be uniformly rated at the Classic 1 rate plan as set forth preceding.

## * ALL MATERIAL ON THIS SHEET IS NEW.*

## RATE SCHEDULE B (Cont'd)

## INTERLATA LONG DISTANCE TELEPHONE SERVICES (Cont'd)

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

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

## A. X-1 Rate Plan

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

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

## B. X-2 Rate Plan

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

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

* ALL MATERIAL ON THIS SHEET IS NEW. *


## RATE SCHEDULE B

INTRALATA LONG DISTANCE TELEPHONE SERVICES (Cont'd)
Rates (Cont'd)
RESERVED FOR FUTURE USE.

## RATE SCHEDULE B

## INTRALATA LONG DISTANCE TELEPHONE SERVICES (Cont'd)

## Rates (Cont'd)

## Rates for Calls Terminated to a Mobile Phone of Pager

From and after February 24, 2000, all calls terminated to a mobile phone or pager shall be charged the following rates:

|  | Minimum Call Unit <br> Min Fraction | Incremental Call Unit <br> or Fraction |  |
| :--- | :--- | :--- | :--- |
| Peak/Business Day | (Z) | $\$ 0.0447$ | (R) |
| $\$ 0.0149$ |  |  |  |

## RATE SCHEDULE B

## INTRALATA LONG DISTANCE TELEPHONE SERVICES (Cont'd)

## Rates (Cont'd)

## Rates for Calling Cards

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

|  | Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0426$ | (R) |


| Advice Letter No. 94 | Issued By: | Date Filed: August 30, 2002 |
| :--- | :--- | ---: |
| Decision No. 92-02-007 | Tariff Administrator | Effective: October 1, 2002 |
| U-5251-C |  | Resolution No. -------- |

## APPLICABLE TAXES AND SURCHARGES

In addition to the charges specifically pertaining to the Company's services, customers will be billed and be liable for payment of all applicable federal, state and local taxes, fees, and surcharges. These taxes, fees, and surcharges are calculated based upon the amount billed to the end user for the Company's intrastate services. Such taxes and surcharges include but are not limited to the surcharges and fees ordered by the CPUC and set forth in the following rate schedules.

# RATE SCHEDULE C <br> <br> SURCHARGE TO FUND PUBLIC UTILITIES COMMISSION <br> <br> SURCHARGE TO FUND PUBLIC UTILITIES COMMISSION <br> <br> REIMBURSEMENT FEE 

 <br> <br> REIMBURSEMENT FEE}

## Applicability

This surcharge is for the purpose of funding the CPUC operations and applies to the aggregate amount of Customer billings associated with intrastate service.

## Territory

For services provided to and from points located within the State of California as defined on Sheet 6.

## Rates

An 0.11 percent surcharge* will be applied to all intrastate Customer billings as they appear on the Customer's bill.

* In 1983 the Legislature established the CPUC Reimbursement Fee to be paid by Utilities to fund their regulation by the Commission. (Public Utilities Code Sections 401-403). The surcharge to recover the cost of that fee is ordered by the Commission under authority granted by the Public Utilities Code Section 433.


## RATE SCHEDULE D

## SURCHARGES TO FUND MOORE UNIVERSAL TELEPHONE SERVICE ACT AND THE CALIFORNIA HIGH COST FUND

## Applicability

These surcharges are for the purpose of funding the Universal Telephone Service Fund and the California High Cost Fund and apply to the aggregate amount of customer billings associated with intrastate service and will appear on the customer's bill.

## Territory

For services provided to and from points located within the State of California as defined on Sheet 6.

## Rates

A 1.45 percent surcharge* will be applied to all intrastate customer billings as they appear on the customer's bill to fund the ULTS surcharge.

A 2.6 percent surcharge will be applied from January 1, 2001, and beyond for the CHCF-B.

* The Moore Universal Telephone Service Act, as amended, Public Utilities Code Section 871 et seq., requires the California Public Utilities Commission annually to establish funding methods for the purpose of funding universal telephone service, including surcharges or services offered by telephone corporations (Section 879(b)), and requires the Commission to permit telephone corporations operating between service areas to adjust the rates of any service which may be affected by any such surcharge (Section 879 (d)). This Rate Schedule C is intended to recover the amount of whatever such surcharge upon Carrier's services is currently in effect.


## RATE SCHEDULE E

## SURCHARGE FOR THE CALIFORNIA RELAY AND COMMUNICATION DEVICES FUND AND CALIFORNIA TELECONNECT FUND

## Applicability

This surcharge is for the purpose of funding the California Relay and Communication Devices Fund and applies to all monthly service not exempt from the surcharge and all usage. All charges will appear on the customer's bill.

## Territory

For services provided to and from points located within the State of California as defined on Sheet 6.

## Rates

A 0.0 percent surcharge for the California Relay and Communication Devices Fund will be applied to all intrastate Customer billings as they appear on the Customer's bill, except that it will not be applied to taxes or to the surcharges applied pursuant to Rate Schedules B and C.

A 0.185 percent surcharge for the California Teleconnect Fund will be applied to all customer billings as they appear on the Customer's bill, except that it will not be applied to taxes or to the surcharges applied pursuant to Rate Schedules B and C.

## RATE SCHEDULE F

## MISCELLANEOUS CHARGES

## Type of Service

Per-Call

Any InterLATA or IntraLATA Intrastate Call to Directory Assistance
Calls originating at payphones using a service access code
$\$ 0.69$

## Calling Card "Bong" Charge

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

## Intrastate Primary Interexchange Carrier Charge (PICC)

This charge only applies when the Company is charged a PICC by the Customer's local exchange company.
Residential Lines \$ 0.53
Business Single Line \$ 2.73
ISDN - BRI \$ 1.58
ISDN - PRI \$ 13.53
Centrex \$ 0.31
$\qquad$

# * ALL MATERIAL ON THIS SHEET IS NEW * <br> RATE SCHEDULE F <br> MISCELLANEOUS CHARGES (Cont'd) 

## Account Recourse Charges (ARCs)

Customers choosing to close their respective accounts with Company prior to the completion of a continuous service period of six consecutive invoices are subject to Account Recourse Charges (ARCs). Account Recourse Charges include one of two adjustments in $1+$ and toll free access service rate(s) and a separate adjustment in calling card rates for the final period of service which immediately precedes Customer's service termination. Application of ARC charges are determined on the day prior to the final day of active service for each Customer, that is, the last day on which Customer utilizes the Company's services. All ARCs are billed in the final invoice rendered. ARC charges do not apply if the final day of active service is the last day of the Customer's first invoice period.
A. Final Adjusted Invoice Rate (FAIR)

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

For a Customer whose last service date is more than 18 days into Customer's final billing cycle.
C. Final Adjusted Invoice Rate (FAIR) Calling Card Service
\$0.398 per applicable full billing increment
\$ 0.199 per applicable full billing increment
$\$ 0.142$ per applicable full billing increment for all services plus a call set up charge of $\$ 0.50$ per call

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

Seventh Revised Sheet No. 16

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* RESERVED FOR FUTURE USE *
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* All Material Formerly Appearing On This Sheet Now Appears On Original Sheet No. 15.1. *

| Advice Letter No. 45 | Issued By: | Date Filed: October 1, 1999 |
| :--- | :--- | ---: |
| Decision No. 92-02-007 | Tariff Administrator | Effective: October 31, 1999 |
| U-5251-C |  | Resolution No. |

## RATE SCHEDULE G

## Telecompetive Service Offerings

## Telecompetitive Service Offerings ("TSOs")

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

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 TSO. To qualify as a similarly situated customer for purposes of this Section, the customer seeking the TSO must demonstrate the existence of circumstances substantially and materially like those which justified the TSO as tariffed.
3. An existing customer or potential customer unable to demonstrate being similarly situated under a tariffed TSO may, nonetheless, be able to qualify for a different or new TSO tailored to that customer's circumstances.
4. TSOs are available for all rates published in this Tariff.
5. Whenever a customer's competitive offer entails a rate which is not at the time offered by the Company, a specifically responsive competitive rate (RCR) matching that otherwise available from the competitive offering shall be tariffed in Rate Schedule H following.

## Benchmark Rates

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

## IntraLATA 'Save" and 'Winback" Program

As provided for and subject to Rate Schedule G preceding, to "save" or to "winback" a Customer for Company's intraLATA services, the following intraLATA rate applies in accordance with Company's standard rate structure which includes nontransport charges (equivalent call units*).

|  | Minimum Call <br> Unit or Fraction | Incremental Call <br> Unit or Fraction |  | Cents Per Minute <br> of usage (CPMU) |  |
| :--- | :--- | :--- | :--- | :--- | :--- | | Equivalent Call |
| :--- |
| Unit or Fraction* |

## RATE SCHEDULE H

## PROMOTIONAL AND SPECIAL SERVICE OFFERINGS

## Freedom Plan for Business Users

Any business Customer meeting the eligibility requirements set forth following is eligible for the Freedom Plan for Business Users. The Freedom Plan for Business Users applies only to calls that originate and terminate within California during Business Day hours. The following services are eligible for theFreedom Plan for Business Users: 1+ Outbound, Toll Free Access (800/888/877), and Internet Access. The Freedom Plan for Busienss Users does not apply to calling card calls.

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

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 California within the 30 day period preceding customer's service commencement date with Company.

## RATE SCHEDULE H

## PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont’d)

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

## Companion Federal Rate Guarantee.

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

Terms and Conditions. Each term and condition of this Rate Schedule H 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 Companion Federal rate guarantee as set forth herein.

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

## RATE SCHEDULE H

PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

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

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

1. A credit applied to customer's first, second and third invoices equal to $33 \%$ of customer's long distance call traffic charges, appearing on the same invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, applied to the same invoice, and
2. A credit applied to every third invoice, starting with customer's sixth invoice ( $6^{\text {th }}, 9^{\text {th }}, 12^{\text {th }}$, 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.
** The Material Formerly Appearing On This Sheet Now Appears On Eleventh Revised Sheet No. 16.3.2 **

## RATE SCHEDULE H

## PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

## 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 $\$ 0.049$ 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 $\$ 0.049$ will have their Rate Category adjusted upward to a Rate Category corresponding to a call unit rate of $\$ 0.049$ 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 October 15, 2019, 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 January 15, 2020, that are reflected on invoices rendered on or after February 15, 2020.

## RATE SCHEDULE H

## PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

## B. "25\% Invoice Credit" Promotion

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

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

Tariff Administrator

Date Filed: January 15, 2020
Effective: January 15, 2020
Resolution No. -----------

# RATE SCHEDULE H <br> PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd) 

## B. Reserved For Future Use

Effective: July 1, 2002 Resolution No. ---------

## RATE SCHEDULE H

PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)
B. Reserved For Future Use

## RATE SCHEDULE H

## PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont’d)

## C. Reserved For Future Use

## RATE SCHEDULE H

PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

## C. Reserved For Future Use

## RATE SCHEDULE H

PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

## D. Reserved For Future Use

Effective: July 1, 2002
Resolution No. -----------

## RATE SCHEDULE H

## PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

## ID Plus Service (ID Plus)

Subject to the terms and conditions set forth in this Rate Schedule H, section 2, ID Plus service is available to residential customers in designated geographic locations based on available network facilities as specified herein. ID Plus is available only as a component part of Company's ID Plus offering of its companion ID Plus offerings of international (Tariff F.C.C. No. 3) and interstate (Tariff F.C.C. No. 4) services.

General Terms. ID Plus service includes outbound $1+$, facsimile, toll free access and calling card services and is available seven days a week, 24 hours a day.

Rate Description. Rates are distance and time-of day insensitive. Calls are billed in full 60 second increments with an initial minimum call duration of 60 seconds.

Usage Sensitive Charges. ID Plus service calls are rated pursuant to the per minute of usage charges following.
A. For $1+$ (including facsimile) and toll free access calls, the rates are:

$$
\frac{\text { CPM }}{\$ 0.079}
$$

B. For calling card calls, the rates are:

$$
\frac{\text { CPM }}{\$ 0.142}
$$

Rate Guarantee. A new Customer's cents per minute rates for Company's ID Plus Service as tariffed herein will not be subject to any increase for that Customer's first six (6) invoices.

RATE SCHEDULE H

## PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

## ID Plus Service (ID Plus) (Cont'd)

## Service Territories.

A. 1+ (including facsimile) and Toll Free Access. ID Plus service for California interLATA and intraLATA 1+ and toll free access calling is limited to the following designated service territories based on the availability of and access to Company's network facilities.

Service Territory - All Central Office locations in California served with equal access.
B. Calling Card ID Plus. ID Plus service for California interLATA and intraLATA calling card is limited to the following designated service territories based on the availability of and access to Company's network facilities.

Service Territory - All Company Points of Presence in California served via equal access.

## Limitations and Disclaimers

A. No Promotional Tie-Ins. ID Plus service is not available to any customer whose service is being provided pursuant to one or more promotional offerings of Company, except for referral credits provided in section 6.8 of Company's F.C.C. Tariff No. 4.
B. Discontinuance. Company may discontinue ID Plus service, and/or the Customer Referral Credit program or any term or condition affecting the availability and/or rates for ID Plus service or Customer Referral Credit program, at any time with or without notice to customer and without liability to customer, any authorized user, or third party.

## * ALL MATERIAL ON THIS SHEET IS NEW. *

## RATE SCHEDULE H

## PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

## Advantage Card Service (ACS)

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

## 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).

## Limitations and Disclaimers

A. ACS is offered only in conjunction with Company's interstate and international companion ACS offerings as tariffed with the FCC.
B. The ACS Total Calling Advantage will be reflected in Customer's second invoice following commencement of ACS service.
C. ACS Calling Advantages are not available with any other promotional offering, or any "save/winback" program offered by Company except as provided in E following.
D. Each month's ACS Total Calling Advantage is noncumulative (cannot be carried over to any following month or otherwise accumulated).
E. Subject to and in accordance with the provisions of Schedule G preceding and the eligibility requirements herein 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 "winback," Customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required herein preceding.
F. An ACS Customer whose service is terminated for cause or which voluntarily terminates Company's service forfeits all unused credits.

# * ALL MATERIAL ON THIS SHEET IS NEW. * 

## RATE SCHEDULE H

PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

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

## 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.

## Rates

The calling card rates set forth in Rate Schedules A and B preceding apply to ACS service.

## RATE SCHEDULE H

## PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont’d)

## Customer Advantage Plans ("CAPs")

## A. General Terms and Conditions

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

1. 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.
2. 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.
3. An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CAP may, nonetheless, be able to qualify for a different or new CAP tailored to that Customer's circumstances.
4. CAPs 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 Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Rate Schedule H.
6. All of the conditions set forth above must exist in order to qualify for the following Customer Advantage Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments, may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Advantage Plans.
7. To receive the Invoice Free CAPs pursuant to B through and including F 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.

# RATE SCHEDULE H <br> PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd) 

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

B. 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.

1. For each five and immediately succeeding six additional invoices of consecutive uninterrupted service (total of 11 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding Customer's 6th invoice, and for the consecutive eleven-month period preceding Customer's 12 th invoice; 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 6 th and 12 th invoice free bonuses, each Customer must:
$\mathrm{X} \quad$ have initiated service;
X have current usage which exceeds the established minimum monthly usage levels for the applicable service;
X have no record of nonpayment in any of the preceding consecutive month qualifying periods (5 and 11 months) of service;
X have received first five, then six additional consecutive and uninterrupted invoices over the preceding eleven-month period;
X 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
X pay all charges rendered in Customer's fifth and related eleventh invoice in excess of the amount of the applicable credits as calculated under B.1, preceding.

Tariff Administrator

# RATE SCHEDULE H <br> PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd) 

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

C. 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.

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

X have initiated service;
X have current usage which exceeds the established minimum monthly usage levels for the applicable service;
X have no record of nonpayment in any of the preceding consecutive month qualifying periods (5, 9, and 13 months) of service;
X have received first five, nine, and then thirteen additional consecutive and uninterrupted invoices over the preceding thirteen-month period;
X 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
X 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 C.1, preceding.

## * ALL MATERIAL ON THIS SHEET IS NEW. *

## RATE SCHEDULE H

PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

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

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

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

On and after July 17, 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.
(a) Card Denominations. Under this promotion, Company's debit card is available in $\$ 25, \$ 50$, and $\$ 150$ denominations based on the end user's monthly volume of usage.

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

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

| Minimum Call | Incremental Call |
| :--- | :--- |
| Unit Value | Unit Value |
| @ 60 seconds | @ 60 seconds |
| or Fraction | or Fraction |
| $\$ 0.142$ | $\$ 0.142$ |

(c) Availability. Company's TTT-1 service promotion is available on and after July 17, 2000, until January 18, 2001, ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.
(d) 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.

## RATE SCHEDULE H

## PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

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

D. Customer "Thanks for Taking the Time" Advantage Plans ("TTT") (Cont'd)
2. "Thanks for Taking the Time" - 2 ("TTT-2") Advantage Plan

On and after July 17, 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.
(a) Card Denominations. Under this promotion, a Company debit card is available in a single $\$ 250$ denomination based on the end user's monthly volume of usage.

Denomination

## Monthly Usage Volume \$250.00+

\$250.00
(b) Rates. The rates for calls using the Company's TTT service are time of day insensitive; decremented in sixty (60) second increments based on a minimum call unit of 60 seconds; and rounded to the next whole 60 second increment.

| Minimum Call Unit Value <br> $@ 60$ seconds or Fraction | Incremental Call Unit Value <br> $@ 60$ seconds or Fraction |
| :--- | :--- |
| $\$ 0.142$ | $\$ 0.142$ |

(c) Availability. Company's TTT service promotion is available on and after July 17, 2000 until January 18, 2001 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.
(C)
(C)

## RATE SCHEDULE H

PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

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

D. Customer "Thanks for Taking the Time" Advantage Plans ("TTT") (Cont'd)
2. "Thanks for Taking the Time" - 2 ("TTT-2") Advantage Plan (Cont'd)
(d) 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.
(e) Second Card Availability. During the term of this promotional offering, a second TTT Card in the same denomination listed in D.2.a preceding will be made available to customers requesting and receiving Company's Website Design and Hosting Services as set forth under "INETBA Service" in this Rate Schedule H, preceding.

## RATE SCHEDULE H

## PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

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

## E. Customer S\&W Prepaid Advantage Plan

On and after July 17, 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 $\mathrm{S} \& \mathrm{~W}$ card is determined on a per-Customer basis.

Table

## Customer's Prior Month's 2.5 Factor <br> Non-Calling Card Charges*

| $\$ 50.00$ | x 2.5 |
| :---: | :---: |
| 75.00 | $\times 2.5$ |
| 90.00 | $\times 2.5$ |
| 100.00 | x 2.5 |
| 150.00 | x 2.5 |
| 250.00 | x 2.5 |

## S\&W Calling Card

Denomination(s)
\$125.00
187.50
225.00
250.00
$250.00+125.00$
$250.00+250.00+125.00$

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

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

| Minimum Call Unit <br> $@ 60$ seconds or Fraction | Incremental Call Unit |
| :--- | :--- |
| $\$ 0.142$ | $@ 60$ seconds or Fraction |
| $\$ 0.142$ |  |

2. Availability. Company's S\&W Card service promotion is available on and after July 17, 2000 until January 18, 2001 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

## RATE SCHEDULE H

PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

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

E. Customer S\&W Prepaid Advantage Plan (Cont'd)
3. Limitations. Company reserves the right to withdraw and/or terminate this plan at any time prior to its sunset date; provided that any Customer which has received an S\&W Card prior to the sunset date or Company's discretionary withdrawal of S\&W Card plan shall receive service until its S\&W Card calling capacity is exhausted by use or by the specified usage deadline. Each S\&W Card expires ninety (90) days from date of activation (the specified usage deadline).
4. Second S\&W Card Availability. An additional S\&W Card(s) in the qualifying denomination of the Customer as listed in E. 1 preceding will be made available to any such customer which requests and receives Company's Website Design and Hosting Services as set forth under "INETBA Service" in this Rate Schedule H, preceding.

RATE SCHEDULE H
PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

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

F. 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 6 th, 9 th, 13 th, 19th, 22nd, and 26 th invoices as provided following.

1. For each five, and the immediately succeeding three, and next immediately succeeding four, and next immediately succeeding six, and next immediately succeeding three, and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 25 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), as 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.

# * ALL MATERIAL ON THIS SHEET IS NEW. * 

## RATE SCHEDULE H

## PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

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

F. Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan (Cont'd)
2. Eligibility. To be eligible for the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonuses, each Customer must:

X have initiated service;
X have current usage which exceeds the established minimum monthly usage levels for the applicable service;
X have no 90-day or older outstanding unpaid balance, and no 60 -day or older outstanding unpaid balance equal to or greater than $\$ 50.00$;
X 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;
X 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
X 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 F.1, preceding.
X 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 F. 1 preceding for the 9th, 13th, 19th, 22nd, and 26th invoices; the Customer will not retroactively receive the 6th invoice credit to which it would otherwise have been entitled.

## RATE SCHEDULE H

PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

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

G. Save/Winback Off-Peak/Non-Business Day Adjustment

Customers whose rates are adjusted pursuant to the Rate Plan Adjustment for the Non-Calling Plan Customers set forth in Schedule A preceding and who then qualify as a "save" or "winback" customer are eligible to be rerated to the rates, as applicable, prior to any applicable adjustment.
H. $20 \%$ 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):

X To receive the benefits, eligible customers must call a Company Customer Care Representative.
X 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.
X 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.
X Customers will not receive credit if the customer has a 60-day outstanding balance of $\$ 50$ or greater.

## RATE SCHEDULE H

PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

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

I. 1st and 3rd Invoice Credit

For new customers and those qualifying as save or winback customers, and who meet the eligibility requirements 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 nonQualifying 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 as in Schedules A and B for peak Calling Card 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.


[^0]* Certain Material Now Appearing On This Sheet Formerly Appeared On First Revised Sheet No. 16.5.12. *


## RATE SCHEDULE H

## PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

## Service Term Invoice Credit

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

## 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.

## 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 preceding.

## * ALL MATERIAL ON THIS SHEET IS NEW *

RATE SCHEDULE H
PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

## 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 shall receive the Service Term Invoice Free Credit II.

## 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 ont he invoice in which the credit is applied.

## 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 preceding.

# * ALL MATERIAL ON THIS SHEET IS NEW * 

RATE SCHEDULE H
PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

## Cross Over Special Service Offers

## 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

X 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.

X If earned, as specified in 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.

X This credit is not available with Company's Cross Over Credit Card offering set forth following.
X The COC is noncumulative (cannot be carried over to any following month or otherwise accumulated).
X 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.

# * ALL MATERIAL ON THIS SHEET IS NEW * 

RATE SCHEDULE H
PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

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

## 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

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

X The COCC card will be issued following Customer's commencement of service.
X This offer is not available with Company's 5\% credit offer set forth preceding.
X 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.

X 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 nonCOCC card services; and must have no bill cycle interruptions.

# * ALL MATERIAL ON THIS SHEET IS NEW * 

RATE SCHEDULE H
PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

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

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

B. (Cont'd)

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

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

$\mathrm{X} \quad$ 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.

X 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.

[^1]Effective: March 5, 1999
Resolution No. -----------

## RATE SCHEDULE J

## THE INTERNET BUSINESS ASSOCIATION

## INETBA Service

The Internet Business Association's INETBA Service offers 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 whose usage exceeds the monthly minimum usage levels set forth following and meets the eligibility requirements set forth following is eligible for INETBA Service. INETBA Service is available for calls that originate and terminate within California, and includes $1+$ Outbound, Toll Free Access (800/888/877), and Calling Card calling. All provisions of Rate Schedules C, D, E, F, and G, and Rules of this tariff apply to INETBA Services except as otherwise provided following.

## RATE SCHEDULE J (Cont'd)

## THE INTERNET BUSINESS ASSOCIATION

## INETBA Service (Cont'd)

## Companion Federal Rate Guarantee.

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

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

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

RATE SCHEDULE J (Cont'd)
THE INTERNET BUSINESS ASSOCIATION

## "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 cus omer's long distance call traffic charges, appearing on the same invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, applied to the same invoice, and
B. A credit applied to every third invoice, starting with customer's sixth invoice ( $6^{\text {th }}, \phi^{\text {th }}, 12^{\text {th }}$, etc.), equal to an average of the long distance call traffic charges appearing on the two invoices immed ately 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 r otherwise accumulated. Should the calculated credit to be applied to the sixth, or subsequent invoices exceed th $\&$ actual long distance call traffic charges for that credit invoice, then the credit amount is limited to the actual ampunt 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.
** The Material Formerly Appearing On This Sheet Now Appears On Original Sheef No. 16.7.1.2 **

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Tariff Administrator

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Resolution No.

## RATE SCHEDULE J (Cont'd)

## THE INTERNET BUSINESS ASSOCIATION

## INETBA Service - Graduated Rate Categories

A. Carrier offers services under this tariff based on the Rate Plans and categories as specified following. Specific rates for the Rate Plans listed in the table below can be found on Sheet Nos. 16.7.2 through 16.7.4 following.

Table 1

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

B. Any Rate Category I-VIII customers in service on or before October 15, 2019, 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 January 15, 2020, that are reflected on invoices rendered on or after February 15, 2020. after January 15, 2020, that are reflected on invoices rendered on or after February 15, 2020.
D. Reserved for Future Use.

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Tariff Administrator

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## RATE SCHEDULE J (Cont'd)

## THE INTERNET BUSINESS ASSOCIATION

## Rates

Subject to the Rates for Calls Terminated to a Mobile Phone following, the following INETBA rate plans for interLATA and intraLATA service are offered.

## Basic Q Rate Plan

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

|  | Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0381$ | $\$ 0.0127$ |
| Off-Peak/Non-Business Day | $\$ 0.0381$ | $\$ 0.0127$ |

## Classic Q/Classic 2 Rate Plan

Except as provided in the Rate Plan Adjustments for Non-Calling Plan Customers, Section A, following, in this Schedule J, Classic Q/Classic 2 rates are available to all customers whose minimum monthly intrastate usage is over $\$ 5.00$ at the following rates:

|  | $\begin{array}{l}\text { Minimum Call Unit } \\ \text { or Fraction }\end{array}$ |  | (R) |
| :--- | :--- | :--- | :--- | \(\left.\begin{array}{l}Incremental Call Unit <br>


or Fraction\end{array}\right\}\)| $\$ 0.0099$ |
| :--- |
| Peak/Business Day | | $\$ 0.0297$ | (R) |
| :--- | :--- |

## Classic 1 Rate Plan

Except as provided in the Rate Plan Adjustment for Non-Calling Plan Customers, Section B, in this Schedule J, following, Classic 1 rates are provided to customers whose minimum monthly intrastate usage is over $\$ 10.00$ at the following rates:

|  | Minimum Call Unit <br> or Fraction |  | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0267$ | (R) | $\$ 0.0089$ |
| Off-Peak/Non-Business Day | $\$ 0.0267$ | (R) | $\$ 0.0089$ |

## Universal Rate Plan

Except as provided in the Rate Plan Adjustment for Non-Calling Plan Customers, Section B, in this Schedule J, following, Universal rates are provided to customers whose minimum monthly intrastate usage is over $\$ 15.00$ at the following rates:

|  | Minimum Call Unit <br> or Fraction |  | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0237$ | (R) | $\$ 0.0079$ |
| Off-Peak/Non-Business Day | $\$ 0.0237$ | (R) | $\$ 0.0079$ |

## RATE SCHEDULE J (Cont'd)

## THE INTERNET BUSINESS ASSOCIATION

## INETBA Service (Cont'd)

Rates (Cont'd)

## Prime 2 Rate Plan

Except as provided in the Rate Plan Adjustment for Non-Calling Plan Customers, Section B, in this Schedule J, following, Prime 2 rates are provided to customers whose monthly minimum intrastate usage is over $\$ 20.00$ at the following rates:

|  | Minimum Call Unit <br> or Fraction |  | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0207$ | (R) | $\$ 0.0069$ |
| Off-Peak/Non-Business Day | $\$ 0.0207$ | (R) | $\$ 0.0069$ |

## Prime 1 Rate Plan

Except as provided in the Rate Plan Adjustment for Non-Calling Plan Customers, Section B, in this Schedule J, following, Prime 1 rates are provided to customers whose monthly minimum intrastate usage is over $\$ 25.00$ at the following rates:

|  | $\begin{array}{l}\text { Minimum Call Unit } \\ \text { or Fraction }\end{array}$ |  | (R) |
| :--- | :--- | :--- | :--- | \(\left.\begin{array}{l}Incremental Call Unit <br>


or Fraction\end{array}\right\}\)| $\$ 0.0059$ |
| :--- |
| Peak/Business Day | | $\$ 0.0177$ | (R) |
| :--- | :--- |
| Off-Peak/Non-Business Day | $\$ 0.0177$ |

## RATE SCHEDULE J (Cont'd)

## THE INTERNET BUSINESS ASSOCIATION

## Super 1 Rate Plan

Except as provided in the Rate Plan Adjustment for Non-Calling Plan Customers, Section B, in this Schedule J, following, Super 1 rates are provided to customers whose monthly minimum intrastate usage is over $\$ 30.00$ at the following rates:

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

## Super 2 Rate Plan

Except as provided in the Rate Plan Adjustment for Non-Calling Plan Customers, Section B, in this Schedule J, following, Super 2 rates are provided to customers whose minimum monthly intrastate usage is over $\$ 35.00$ at the following rates:

|  | Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0117$ | (R) |

## Cairo 1 Rate Plan

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

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

## Cairo 2 Rate Plan

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

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

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Resolution No. $\qquad$

## RATE SCHEDULE J (Cont'd)

## THE INTERNET BUSINESS ASSOCIATION

## INETBA Service (Cont'd)

Rates (Cont'd)

## Rate Plan Adjustments for Non-Calling Plan Customers

A. Subject to the Save/Winback Off-Peak/Non-Business Day Adjustments following, the off-peak/non-business rates preceding for ClassicQ/Classic 2 Rate Plan customers, whose service is not part of an unexpired term, rate guarantee or similar calling plan, not subject to treatment procedures, and whose rates have not been changed in any of the four invoices preceding October 4, 2000, shall be uniformly rated at the Basic Q rate plan as set forth preceding.
B. Subject to the Save/Winback Off-Peak/Non-Business Day Adjustments following, the off-peak/non-business rates preceding for all other customers, whose service is not part of an unexpired term, rate guarantee or similar calling plan, not subject to treatment procedures, and whose rates have not been changed in any of the four invoices preceding October 4, 2000, shall be uniformly rated at the Classic Q/Classic 2 rate plan as set forth preceding.

## Rate Plan Adjustment for Customers Billing $\mathbf{\$ 5 0 . 0 0}$ or Less

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

## * ALL MATERIAL ON THIS SHEET IS NEW. * <br> RATE SCHEDULE J (Cont'd) <br> THE INTERNET BUSINESS ASSOCIATION

## INETBA Service Rates (Cont'd)

## Limited-Class Switched Rates

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

## A. D-1Rate Plan

D-1 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 <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0177$ | $\$ 0.0059$ |
| Off-Peak/Non-Business Day | $\$ 0.0177$ | $\$ 0.0059$ |

## B. D-2 Rate Plan

D-2 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 <br> or Fraction | Incremental Call Unit <br> Peak/Business Day |
| :--- | :--- | :--- |
| $\$ 0.0147$ | $\$ 0.0049$ |  |
| Off-Peak/Non-Business Day | $\$ 0.0147$ | $\$ 0.0049$ |

## C. D-3 Rate Plan

D-3 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 <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0117$ | $\$ 0.0039$ |
| Off-Peak/Non-Business Day | $\$ 0.0117$ | $\$ 0.0039$ |

D. D-4 Rate Plan

D-4 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over $\$ 130.00$ at the following rates:

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

* Certain Material Now Appearing On This Sheet Formerly Appeared On First Revised Sheet No. 16.7.5. *

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Tariff Administrator

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Resolution No. -------------

# * ALL MATERIAL ON THIS SHEET IS NEW. * <br> RATE SCHEDULE J (Cont'd) <br> THE INTERNET BUSINESS ASSOCIATION 

## INETBA Service Rates (Cont'd)

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

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

## A. X-1 Rate Plan

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

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

## 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:

Peak/Business Day
Off-Peak/Non-Business Day

| Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- |
| $\$ 0.0117$ | $\$ 0.0039$ |
| $\$ 0.0117$ | $\$ 0.0039$ |

## RATE SCHEDULE J (Cont'd)

## THE INTERNET BUSINESS ASSOCIATION

## INETBA Service (Cont'd)

Rates (Cont'd)

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

From and after February 24, 2000, all calls terminated to a mobile phone or pager shall be charged the following rates:

|  | Minimum Call Unit <br> or Fraction |  | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- | :--- |
| Peak/Business Day | (Z) | $\$ 0.0447$ | (R) |

## Rates for Calling Cards

Rates for calling card calls are time of day sensitive.

|  | Minimum Call Unit <br> or Fraction |  | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0426$ | (R) | $\$ 0.0142$ |
| Off-Peak/Non-Business Day | $\$ 0.0381$ | (R) | $\$ 0.0127$ |


| Advice Letter No. 94 | Issued By: | Date Filed: August 30, 2002 |
| :--- | :--- | ---: |
| Decision No. 92-02-007 | Tariff Administrator | Effective: October 1, 2002 |
| U-5251-C | Resolution No. -------- |  |

## RATE SCHEDULE J (Cont'd)

THE INTERNET BUSINESS ASSOCIATION

## Reserved For Future Use

** The material formerly appearing on this page now appears on page 16.7.1.1 **

# * All Material On This Sheet Is New. * 

## RATE SCHEDULE J (Cont'd)

## THE INTERNET BUSINESS ASSOCIATION

## Customer Loyalty Plans

## General Terms and Conditions

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

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

# * All Material On This Sheet Is New. * 

## RATE SCHEDULE J (Cont'd)

## THE INTERNET BUSINESS ASSOCIATION

## Customer Loyalty Plans (Cont'd)

## General Terms and Conditions (Cont'd)

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

## RATE SCHEDULE J (Cont'd)

THE INTERNET BUSINESS ASSOCIATION

## Customer Loyalty Plans (Cont'd)

## General Terms and Conditions (Cont'd)

## G. Customer Loyalty Plans I-III

1. Customer Loyalty Plan I.
a. INETBA Service Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th invoice as provided following.
b. For each five invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive five-month period, or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
c. Eligibility. To be eligible for the 6th invoice free bonus, each Customer must:

X have initiated service under INETBA Service;
X have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA Service;
X have no record of nonpayment in any of the preceding consecutive five-month period of service;
X have received five consecutive and uninterrupted invoices over the preceding five-month period;
X 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
X pay all charges rendered in Customer's fifth invoice in excess of the amount of the applicable credit as calculated under G.1.b preceding.

Tariff Administrator

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## RATE SCHEDULE J (Cont'd)

THE INTERNET BUSINESS ASSOCIATION

## Customer Loyalty Plans (Cont'd)

## General Terms and Conditions (Cont'd)

## G. Customer Loyalty Plans I-III (Cont'd)

2. Customer Loyalty Plan II
a. INETBA Service Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9th invoice as provided following.
b. For each eight invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive eight-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
c. Eligibility. To be eligible for the 9 th invoice free bonus, each Customer must:

X have initiated service under the INETBA Service;
X have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA Service;
X have no record of nonpayment in any of the preceding consecutive eight-month period of service;
X have received eight consecutive and uninterrupted invoices over the preceding eightmonth period;
X 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
X pay all charges rendered in Customer's eighth invoice in excess of the amount of the applicable credit as calculated under G.2.b, preceding.

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## RATE SCHEDULE J (Cont'd)

THE INTERNET BUSINESS ASSOCIATION

## Customer Loyalty Plans (Cont'd)

## General Terms and Conditions (Cont'd)

G. Customer Loyalty Plans I-III (Cont'd)
3. Customer Loyalty Plan III
a. INETBA Service Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 13th invoice as provided following.
b. For each twelve invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive twelve-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
c. Eligibility. To be eligible for the 13th invoice free bonus, each Customer must:
X have initiated service under the INETBA Service;
X have current usage which exceeds the established minimum monthly usage levels for
the applicable INETBA Service;
X have no record of nonpayment in any of the preceding consecutive twelve-month
period of service;
X have received twelve consecutive and uninterrupted invoices over the preceding
twelve-month period;
X have selected the 13th invoice free bonus incentive prior to the first day in the period
of service covered by Customer's twelfth invoice; and
X pay all charges rendered in Customer's twelfth invoice in excess of the amount of the
applicable credit as calculated under G.3.b, preceding.

Tariff Administrator

## RATE SCHEDULE J (Cont'd)

## THE INTERNET BUSINESS ASSOCIATION

## Customer Loyalty Plans (Cont'd)

## General Terms and Conditions (Cont'd)

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

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

## I. Non-Voice Communications

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

# * All Material On This Sheet Is New.* <br> RATE SCHEDULE J (Cont'd) 

## THE INTERNET BUSINESS ASSOCIATION

## INETBA Advantage Card Service (ACS)

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth 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 2 nd invoice following Customer commencement of service as an ACS Customer ("Total Calling Advantage").

## 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).

## Limitations and Disclaimers

A. ACS is offered only in conjunction with Company's interstate and international companion ACS offerings as tariffed with the FCC.
B. The ACS Total Calling Advantage will be reflected in Customer's second invoice following commencement of ACS service.
C. ACS Calling Advantages are not available with any other promotional offering, or any "save/winback" program offered by Company except as provided in E following.
D. Each month's ACS Total Calling Advantage is noncumulative (cannot be carried over to any following month or otherwise accumulated).
E. Subject to and in accordance with the INETBA Customer Loyalty Plan provisions herein preceding and the eligibility requirements 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 under "Eligibility" preceding.
F. An ACS Customer whose service is terminated for cause or which voluntarily terminates Company's service forfeits all unused credits.

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\begin{aligned}
& \text { * All Material On This Sheet Is New. * } \\
& \text { RATE SCHEDULE J (Cont'd) }
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THE INTERNET BUSINESS ASSOCIATION

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

## 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.

## Rates

The INETBA Calling Card rates herein preceding apply to the INETBA ACS service.

## RATE SCHEDULE J (Cont'd)

## THE INTERNET BUSINESS ASSOCIATION

## Customer Advantage Plans ("CAPs")

A. General Terms and Conditions

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

1. 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.
2. 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.
3. An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CAP may, nonetheless, be able to qualify for a different or new CAP tailored to that Customer's circumstances.
4. CAPs 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 Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Rate Schedule J.
6. All of the conditions set forth above must exist in order to qualify for the following Customer Advantage Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments, may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Advantage Plans.
7. To receive the Invoice Free CAPs pursuant to B through and including F 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.

Advice Letter No. 60
Decision No. 92-02-007
U-5251-C

Issued By:
Tariff Administrator

## RATE SCHEDULE J (Cont'd)

## THE INTERNET BUSINESS ASSOCIATION (Cont'd)

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

B. 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.

1. For each five and immediately succeeding six additional invoices of consecutive uninterrupted service (total of 11 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding Customer's 6th invoice and for the consecutive eleven-month period preceding Customer's 12th invoice; or (ii) a credit which equals the
2. Eligibility. To be eligible for the 6 th and 12 th invoice free bonuses, each Customer must:

X have initiated service;
X have current usage which exceeds the established minimum monthly usage levels for the applicable service;

X have no record of nonpayment in any of the preceding consecutive month qualifying periods (5 and 11 months) of service;

X have received first five, then six additional consecutive and uninterrupted invoices over the preceding eleven-month period;

X 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

X pay all charges rendered in Customer's fifth and related eleventh invoice in excess of the amount of the applicable credits as calculated under B.1, preceding.

Date Filed: January 10, 2001
Effective: January 18, 2001
Resolution No. -----------

## RATE SCHEDULE J (Cont'd)

THE INTERNET BUSINESS ASSOCIATION (Cont'd)

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

C. 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.

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

X have initiated service;
X have current usage which exceeds the established minimum monthly usage levels for the applicable service;

X have no record of nonpayment in any of the preceding consecutive month qualifying periods ( 5,9 , and 13 months) of service;

X have received first five, nine, and then thirteen additional consecutive and uninterrupted invoices over the preceding thirteen-month period;

X 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

X 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 C.1, preceding.

Tariff Administrator

Date Filed: January 10, 2001
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Resolution No. -----------

# * All Material On This Sheet Is New. * 

## RATE SCHEDULE J (Cont'd)

## THE INTERNET BUSINESS ASSOCIATION (Cont'd)

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

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

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

On and after July 17, 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.
(a) Card Denominations. Under this promotion, Company's debit card is available in $\$ 25$, $\$ 50$, and $\$ 150$ denominations based on the end user's monthly volume of usage.

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

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

| Minimum Call | Incremental Call |
| :--- | :--- |
| Unit Value | Unit Value |
| @ 60 seconds | @ 60 seconds |
| or Fraction | or Fraction |
| $\$ 0.142$ | $\$ 0.142$ |

(c) Availability. Company's TTT-1 service promotion is available on and after July 17, 2000, until January 18, 2001, ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.
(d) 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.

## RATE SCHEDULE J (Cont'd)

## THE INTERNET BUSINESS ASSOCIATION (Cont’d)

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

D. Customer "Thanks for Taking the Time" Advantage Plans ("TTT") (Cont'd)
2. "Thanks for Taking the Time" - 2 ("TTT-2") Advantage Plan

On and after July 17, 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.
(a) 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.
$\frac{\text { Denomination }}{\$ 250.00} \quad \frac{\text { Monthly Usage Volume }}{\$ 250.00+}$
(b) Rates. The rates for calls using the Company's TTT service are time of day insensitive; decremented in sixty (60) second increments based on a minimum call unit of 60 seconds; and rounded to the next whole 60 second increment.

| Minimum Call Unit Value <br> $@ 60$ seconds or Fraction | Incremental Call Unit Value <br> $@ 60$ seconds or Fraction |
| :--- | :--- |
| $\$ 0.142$ | $\$ 0.142$ |

(c) Availability. Company's TTT service promotion is available on and after July 17, 2000 until January 18, 2001 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

## RATE SCHEDULE J (Cont'd)

## THE INTERNET BUSINESS ASSOCIATION (Cont'd)

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

D. Customer "Thanks for Taking the Time" Advantage Plans ("TTT") (Cont'd)
2. "Thanks for Taking the Time" - 2 ("TTT-2") Advantage Plan (Cont’d)
(d) 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.
(e) Second Card Availability. During the term of this promotional offering, a second TTT Card in the same denomination listed in D.2.a preceding will be made available to customers requesting and receiving Company's Website Design and Hosting Services as set forth under "INETBA Service" in this Rate Schedule J, preceding.

## RATE SCHEDULE J (Cont'd)

## THE INTERNET BUSINESS ASSOCIATION (Cont'd)

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

## E. Customer S\&W Prepaid Advantage Plan

On and after July 17, 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 $\mathrm{S} \& \mathrm{~W}$ card is determined on a per-Customer basis.

Table

## Customer's Prior Month's 2.5 Factor <br> Non-Calling Card Charges*

| $\$ 50.00$ | $\times 2.5$ |
| :---: | :---: |
| 75.00 | $\times 2.5$ |
| 90.00 | $\times 2.5$ |
| 100.00 | $\times 2.5$ |
| 150.00 | $\times 2.5$ |
| 250.00 | x 2.5 |

S\&W Calling Card
Denomination (s)
\$125.00
187.50
225.00
250.00
$250.00+125.00$
$250.00+250.00+125.00$

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

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

| Minimum Call Unit <br> $@ 60$ seconds or Fraction | Incremental Call Unit <br> @ 60 seconds or Fraction |
| :--- | :--- |
| $\$ 0.142$ | $\$ 0.142$ |

2. Availability. Company's S\&W Card service promotion is available on and after July 17, 2000 until January 18, 2001 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

## RATE SCHEDULE J (Cont'd)

## THE INTERNET BUSINESS ASSOCIATION (Cont’d)

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

E. Customer S\&W Prepaid Advantage Plan (Cont'd)
3. Limitations. Company reserves the right to withdraw and/or terminate this plan at any time prior to its sunset date; provided that any Customer which has received an S\&W Card prior to the sunset date or Company's discretionary withdrawal of S\&W Card plan shall receive service until its S\&W Card calling capacity is exhausted by use or by the specified usage deadline. Each S\&W Card expires ninety (90) days from date of activation (the specified usage deadline).
4. Second S\&W Card Availability. An additional S\&W Card(s) in the qualifying denomination of the Customer as listed in E. 1 preceding will be made available to any such customer which requests and receives Company's Website Design and Hosting Services as set forth under "INETBA Service" in this Rate Schedule J , preceding.

## RATE SCHEDULE J (Cont'd)

THE INTERNET BUSINESS ASSOCIATION (Cont'd)

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

F. 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.

1. For each five, and the immediately succeeding three, and next immediately succeeding four, and next immediately succeeding six, and next immediately succeeding three, and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 25 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") as follows: 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.

# * ALL MATERIAL ON THIS SHEET IS NEW. * 

RATE SCHEDULE J (Cont'd)

## THE INTERNET BUSINESS ASSOCIATION (Cont'd)

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

F. Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan (Cont'd)
2. Eligibility. To be eligible for the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonuses, each Customer must:

X have initiated service;
X have current usage which exceeds the established minimum monthly usage levels for the applicable service;

X have no 90-day or older outstanding unpaid balance, and no 60-day or older outstanding unpaid balance equal to or greater than $\$ 50.00$;

X 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;

X 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

X 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 F.1, preceding.

X 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 F .1 preceding for the $9 \mathrm{th}, 13 \mathrm{th}, 19 \mathrm{th}, 22 \mathrm{nd}$, and 26th invoices; the Customer will not retroactively receive the 6th invoice credit to which it would otherwise have been entitled.

## RATE SCHEDULE J (Cont'd)

## THE INTERNET BUSINESS ASSOCIATION (Cont'd)

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

G. Customer "Welcome Aboard" Advantage Plan

For new Customers who meet the eligibility requirements of Customer Advantage Plans, A., General Terms and Conditions of this Rate Schedule J, 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.
H. Save/Winback Off-Peak/Non-Business Day Adjustment

Customers whose rates are adjusted pursuant to the Rate Plan Adjustments for Non-Calling Plan Customers, preceding, and who then qualify as a "save" or "winback" customer are eligible to be rerated to the rates, as applicable, prior to any applicable adjustment.

## RATE SCHEDULE J (Cont'd)

## THE INTERNET BUSINESS ASSOCIATION (Cont’d)

## Service Term Invoice Credit

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

## 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.

## Eligibility

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

# * ALL MATERIAL ON THIS PAGE IS NEW * <br> RATE SCHEDULE J (Cont'd) <br> <br> THE INTERNET BUSINESS ASSOCIATION (Cont'd) 

 <br> <br> THE INTERNET BUSINESS ASSOCIATION (Cont'd)}

## 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 shall receive the Service Term Invoice Free Credit II.

## 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 ont he invoice in which the credit is applied.

## Eligibility

To be eligible for the Service Term Invoice Free Credit II, each customer must:
A. Have initiated service under a INETBA Service Plan;
B. Have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA Service Plan;
C. Have no record of nonpayment, delinquencies or issues of credit worthiness;
D. Have received 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 preceding.

# * ALL MATERIAL ON THIS PAGE IS NEW * 

RATE SCHEDULE J (Cont'd)

## THE INTERNET BUSINESS ASSOCIATION (Cont'd)

## Cross Over Special Service Offers

## 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

X 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.

X If earned, as specified in 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.

X This credit is not available with Company's Cross Over Credit Card offering set forth following.
$\mathrm{X} \quad$ The COC is noncumulative (cannot be carried over to any following month or otherwise accumulated).

X 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.

# * ALL MATERIAL ON THIS PAGE IS NEW * 

RATE SCHEDULE J (Cont'd)

## THE INTERNET BUSINESS ASSOCIATION (Cont'd)

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

## 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

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

X The COCC card will be issued following Customer's commencement of service.
X This offer is not available with Company's $5 \%$ credit offer set forth preceding.
X 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.

X 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 noncalling card and non-COCC card services; and must have no bill cycle interruptions.

# * ALL MATERIAL ON THIS PAGE IS NEW * 

RATE SCHEDULE J (Cont'd)

## THE INTERNET BUSINESS ASSOCIATION (Cont'd)

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

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

B. (Cont'd)

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

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

X 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.

X 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.

[^2]Effective: March 5, 1999
Resolution No. -----------

* All Material On This Sheet Is New. *

RATE SCHEDULE L
(RESERVED FOR FUTURE USE)

## RATE SCHEDULE M <br> "SIGNATURE" SERVICE OFFERINGS (Residential)

Each service offered pursuant to this Rate Schedule $M$ is subject to Rules 1 through 8, 9A, and 10-18, following, and is tailored to different classes of customers whose specific service profiles are defined by like-kinded characteristics as set forth herein. In addition, these services are billed under and pursuant to the service name (under a service mark or trade mark) as expressly designated in each section, following - the "Signature" services. Signature Services are offered in conjunction with related local, interstate and international services to the extent expressly so provided herein.

Rate Schedule M applies exclusively to International Plus residential customers.

## International Plus Service

Subject to the terms and conditions set forth in this Rate Schedule M, Section 1, International Plus service is available only as a component part of Company's companion International Plus offerings of Tariff F.C.C. No. 3 (international) and Tariff F.C.C. No. 4 (interstate) services.

General Terms. International Plus service includes outbound $1+$, facsimile, toll free access and calling card services and is available seven days a week, 24 hours a day.

Rate Description. Rates are distance and time-of day insensitive. Minimum call duration is billed in 60 seconds increments with each full or fractional increment of call duration billed in full minutes ( 60 seconds), that is, each non-full minute increment is rounded to the next full minute.

Usage Sensitive Charges. International Plus service calls are rated pursuant to the per minute of usage charges following.
A. For 1+ (including facsimile) and toll free access calls, the rates are:

| Rate <br> Category | First 60 Seconds or <br> Fraction | Each Additional 60 Seconds <br> or Fraction |
| :--- | :--- | :--- |
| Standard $\$ 0.179$ $\$ 0.179$ <br> Preferred* $\$ 0.079$ $\$ 0.079$ <br> Winback  $\$ 0.059$ | $\$ 0.059$ |  |
| Evergreen*** | $\$ 0.059$ | $\$ 0.059$ |

* Requires a monthly minimum of $\$ 10.00$ for intrastate services.
** Customer must be a "save" or "winback" customer.
*** Requires a monthly minimum of $\$ 20.00$ for intrastate services.
B. For calling card calls, the rates are:

|  | First 60 Seconds <br> or Fraction | Each Additional 60 Seconds <br> or Fraction |
| :--- | :--- | :--- |
| Standard/Preferred/Winback | $\$ 0.142$ | $\$ 0.142$ <br> Evergreen |
| $\$ 0.109$ | $\$ 0.109$ |  |

C. Any customers other than Standard Rate Category customers, in service on or before September 30, 2002, whose services are not part of a usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted to the Rate Category with the next highest rate, effective for all calls on or after January 1, 2003, that are reflected on invoices rendered on or after February 1, 2003.
D. Reserved For Future Use

Advice Letter No. 99
Decision No. 92-02-007
U-5251-C

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Resolution No. $\qquad$

## RATE SCHEDULE M <br> "SIGNATURE" SERVICE OFFERINGS (Cont’d) (Residential)

## Residential Unlimited Calling Program

This service is for use by residential customers who select International Plus service. Customers who subscribe to this voice service must select and designate NOS Communications, Inc. as its Local Exchange Carrier (LEC), and International Plus as its Interexchange Carrier (IXC) for interstate, International and intrastate calling, and as its intraLATA toll provider for intraLATA toll calling. Concurrent with enrollment in this plan, customers must also enroll in any companion unlimited traffic plans for all domestic traffic.

A monthly recurring charge will apply to this service as outlined below. This charge is identical to and shall not be in addition to the monthly recurring charge as outlined in any tariffs or service guides as applicable to companion Federal Service or to companion State Residential Unlimited Calling Program Services.

Monthly charge: $\$ 49.99$
The following is included in the monthly recurring charge: Unlimited domestic state-to-state (Interstate) long distance, unlimited instate (Intrastate) long distance, and unlimited local toll calls, directly dialed from home; Basic line charges and features, and voicemail.

The following are not included in the monthly recurring charge: toll-free calling, international calling, calling card calls, cellular telephone platform calls, remote call forwarding, off premise extensions, WIRE-PRO, PBX, ISDN, Foreign Exchange Numbers, Local Number Portability, non-recurring charges, operator assistance, directory assistance, directory listing options, taxes, surcharges, per use charges and custom calling features. Customers will be charged at the rates contained within the Mobile Progressive Calling plan for international calls, or at the appropriate basic rate for all services not included within the monthly recurring charge.
*** Certain material formerly appearing on the sheet now appear on Fourth Revised Sheet No. 16.10.1***

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Tariff Administrator

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Resolution No. $\qquad$

# RATE SCHEDULE M <br> "SIGNATURE" SERVICE OFFERINGS (Cont'd) (Residential) 

## International Plus Prepaid Calling Service

A. General Description

1. Company offers International Plus Prepaid Calling Service throughout the State of California. Charges are not mileage, time of day or day of the week sensitive.
2. International Plus Prepaid Calling Service enables the Customer to complete an outbound call from any touch-tone or mobile phone in the State of California. Customer must register with the Company each working telephone number ("WTN") they designate to utilize the International Plus Prepaid Calling Service. The International Plus Prepaid Calling Service is then accessed by dialing a designated toll free number. Upon hearing a dial tone, the customer may then dial the desired telephone number directly. Once the WTN (s) is registered with the company, a personal identification number is not required. Customers calling from a non-registered WTN are required to enter their registered WTN in order to access their International Plus Prepaid Calling Service.

## B. Conditions of Service

1. Calls to directory assistance and calls placed to $500,700,800,900,950$ numbers will not be completed using the International Plus Prepaid Calling Service.
2. Calls may only be charged against the International Plus Prepaid Calling Service account that has a sufficient available balance.
3. Non-billable calls will not incur any surcharges, taxes or fees.
4. International Plus Prepaid Calling Service is non-refundable and will expire twelve (12) months from the date of registration, or when the account balance is depleted, whichever occurs first. Each time the International Plus Prepaid Calling Service is recharged the expiration date is reset for an additional six months.
5. Neither the Company nor any authorized agents shall be liable or responsible for theft, loss, or unauthorized use of any International Plus Prepaid Calling Service accounts.

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Tariff Administrator

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

RATE SCHEDULE M<br>"SIGNATURE" SERVICE OFFERINGS (Cont’d) (Residential)

## International Plus Prepaid Calling Service (Cont'd)

C. Recharging Feature

1. The Customer has the option to recharge the available balance on the International Plus Prepaid Calling Service account. If an account is recharged, the remaining balance shall be decremented at the rate applicable to the Customer.
2. To recharge the account, the Customer shall call the designated toll-free number and, in response to the automated voice prompts, provide their account information for a major credit card accepted by the Company and the WTN they want to utilize.
3. Customers are not required to recharge their International Plus Prepaid Calling Service account. When the customer's balance is depleted, customer's credit card will be recharged unless the customer has elected to disable the auto recharge function or the charge against the customer's credit card is unsuccessful. The automatic recharge feature is the default setting for all International Plus pre-paid accounts. Customers may choose to disable default features at anytime following the first 60 days of service. Customers electing to disable the auto recharge function should contact customer service or access the calling platform and respond to the appropriate voice prompts. Recharge may occur during a call in order to prevent disruption of that call and uninterrupted service. If a customer's account recharge is unsuccessful, and customer's International Plus Prepaid Calling account only has thirty (30) seconds talk time remaining, an announcement shall be made indicating that the call shall be automatically terminated when the Card's balance is extinguished.
4. The Company may immediately, and without prior notice to the Customer, terminate the recharge option for a particular International Plus Prepaid Calling Service account for any of the reasons specified in Rule 11 of this Tariff.
D. Credit Allowance for Interruptions:
5. Customers who experience call interruption due to poor transmission, one-way transmission, or involuntary disconnection of the call may obtain a credit allowance. The credit allowance will be equal to the dollar value or minute equivalent for the duration of the call that is interrupted.
6. In order to receive a credit allowance, the Customer must notify the Company at the designated Customer Service number within 30 days from the date of the interruption. The Customer must also furnish the called number, description of the trouble experienced, approximate time the call was placed, and the duration of the interruption.
7. Credit allowances are not issued for interruptions that are due to the failure of power, equipment or systems not provided by the Company or interruptions that are not properly reported to the company.

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## RATE SCHEDULE M <br> "SIGNATURE" SERVICE OFFERINGS (Cont'd) (Residential)

## International Plus Prepaid Calling Service (Cont'd)

E. Fees and Surcharges

1. Payphone Origination: A $\$ 0.99$ surcharge will be added to all International Plus Prepaid Calling Service calls that originate at payphones. The surcharge will be assessed in addition to any other rates and fees.
2. Surcharge: A $20 \%$ surcharge will be assessed for each call made using the International Plus Prepaid Calling Service that originates and terminates between any two points within the state of California.
3. Non-registered WTNs: A $\$ 0.65$ surcharge will be applied for any calls made from a non-registered WTN.
4. Universal Lifeline Telephone Service (ULTS)- $1.45 \%$ of all surcharges and duration cost.
5. California Relay Service \& Communication Device Fund - . $4800 \%$
6. California High Cost Fund A-. $300 \%$
7. California High Cost Fund B $-1.4700 \%$
8. California Teleconnect Fund -. $300 \%$
9. Operator Assisted Calls: A $\$ 0.49$ per minute surcharge will be applied to all calls placed with the assistance of the Company's operator. The surcharge will be assessed in addition to any other rates and fees.
F. Timing of Calls

Chargeable time begins when the calling and the called station are connected. Chargeable time ends when the calling station terminates the call, thereby releasing the network connection. If the called party hangs up but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment or the Customer initiates another call by pressing the \# button prior to the release of the network connection by Company.
G. Billing Minimum and Increments

Each call made on the International Plus Prepaid Calling Service is billed for a minimum of one minute and rounded up to the nearest three-minute increment thereafter.
H. Intrastate Rates

| Rate Category | Rate Plan | Cents Per Minute <br> Rate | Required Minimum Monthly <br> Intrastate Usage |
| :--- | :--- | :--- | :--- |
| IV | IP 4 | $\$ 0.048$ | $\$ 0.00$ |
| III | IP 3* | $\$ 0.048$ | $\$ 25.00$ |
| II | IP 2 | $\$ 0.040$ | $\$ 50.00$ |
| I | IP 1* | $\$ 0.040$ | $\$ 100.00$ |

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

## RATE SCHEDULE M

"SIGNATURE" SERVICE OFFERINGS (Cont'd) (Residential)

## International Plus Prepaid Calling Service (Cont'd)

I. International Plus Prepaid Calling Service Sign Up Bonus:

New customers that sign up to purchase more then $\$ 200$ in prepaid calling services may receive a onetime $7.5 \%$ credit of their sign-up amount applied to their account balance. Example: If a new customer signs up for $\$ 500$, they may receive a $\$ 37.50$ one-time credit applied to their account balance. If a customer's sign-up amount is $\$ 100-\$ 199.99$, they may receive a one-time credit of $\$ 5.00$. New customers with a sign-up amount of $\$ 99.99$ or less are not eligible to receive this one-time credit.
$\qquad$

# RATE SCHEDULE M <br> "SIGNATURE" SERVICE OFFERINGS (Cont’d) (Residential) 

## International Plus Service (Cont'd)

Rounding. International Plus Service 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 sixty-second increment, the call's duration is rounded to the next whole billing increment, i.e., the next whole 60 -second increment. International Plus services 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.

## Limitations and Disclaimers

A. No Promotional Tie-Ins. Iinternational Plus service is not available to any customer whose service is being provided pursuant to one or more promotional offerings of Company, except for referral credits provided in section 6.8 of Company's F.C.C. Tariff No. 4.
B. Discontinuance. Company may discontinue International Plus service, and/or the Customer Referral Credit program or any term or condition affecting the availability and/or rates for International Plus service or Customer Referral Credit program, at any time with or without notice to customer and without liability to customer, any authorized user, or third party.

## Companion Federal Rate Guarantee

For a customer who maintains eligibility for and receives service under the Company's International Plus Service, the minimum and incremental call unit rates for intrastate calls under this tariff are guaranteed for the same number of invoices, i.e., 6 invoices, as the number of invoices guaranteed under Company's International Plus Service for intrastate 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 order.

> ***Certain material now appearing on this sheet formerly appeared on First Revised Sheet No. 16.10.0***

# RATE SCHEDULE M <br> "SIGNATURE" SERVICE OFFERINGS (Cont'd) (Residential) 

## International Plus Service (Cont'd)

## Advantage Card Service (ACS)

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth herein following. Each ACS Customer who maintains its eligibility is entitled to free calling card calling up to $\$ 20.00$ per month commencing with Customer's first invoice if the ACS Customer incurs ACS charges in the service period covered by the first invoice, otherwise in the second invoice, and in either event the credit applies through and ending with Customer's seventh invoice ("Fixed Advantage Calling"). An additional allowance of free calling card calling is provided equal to $50 \%$ of the average monthly charges incurred for the ACS Customer's non-calling card calling billed in the Customer's 2nd through 7th invoices following Customer commencement of service as an ACS Customer ("Bonus Advantage Calling").
A. Eligibility.

Company's Advantage Card Service (ACS) becomes available once an International Plus 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).
B. Limitations and Disclaimers - General.

1. ACS is offered only in conjunction with Company's interstate and international companion ACS offerings as tariffed with the FCC.
2. If earned, as specified above, Fixed Advantage Calling will be reflected in Customer's first or second through seventh invoices following commencement of ACS service and the ACS Bonus Advantage Calling will be reflected in Customer's eighth invoice following commencement of ACS service.
3. ACS Calling Advantages are not available with any other promotional offering or "save/winback" program offered by Company except as provided in 5 following.
4. Each month's ACS Fixed Advantage Calling is noncumulative (cannot be carried over to any following month or otherwise accumulated).
5. Subject to and in accordance with the provisions of the International Plus Customer Loyalty Plans, and the eligibility requirements of A 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 A preceding.

## RATE SCHEDULE M

"SIGNATURE" SERVICE OFFERINGS (Cont'd) (Residential)

## International Plus Service (Cont'd)

Advantage Card Service (ACS) (Cont'd)
B. Limitations and Disclaimers - General (Cont'd)
6. An ACS Customer must complete a minimum service term of seven (7)invoices with no delinquencies and no bill cycle interruptions in order for its eighth invoice to reflect the applicable Bonus Advantage Calling.
7. An ACS Customer whose service is terminated for cause or which voluntarily terminate Company's service prior to the completion of the minimum seven month service term for Bonus Advantage Calling forfeits all unused credits.
C. Limitations and Disclaimers - Shortfalls.

An ACS Customer must maintain a monthly minimum of $\$ 20.00$ in non-calling card charges to avoid shortfall charges. Customer shall be billed the difference between actual charges incurred and the monthly minimum charge of $\$ 20.00$, the "shortfall charge." For example, if a Customers's actual charges for non-calling card calls are $\$ 12.34$, a shortfall charge of $\$ 7.66$ will appear on the invoice. In addition, the Customer's rates are adjusted for the month in which the shortfall occurs to the rates in the International Plus "MAC" provisions for all non-calling card and calling card usage. While shortfall charges apply to the non-calling card charges of an ACS Customer, the application of the shortfall provisions will not reduce the Fixed Advantage earned for calling card calls and the Customer will be credited with any calling card usage in excess of the total Fixed Advantage available if earned. Compare using the following examples.

Example 1: An ACS Customer is billed $\$ 12$ for $1+$ calling in the month of May and makes $\$ 18$ worth of calling cards in the same month. The Customer will receive full credit in its June invoice for the $\$ 18$ of calling card calls, be assessed a shortfall of $\$ 8$ pursuant to the provisions of this Section $C$, and its rates will be rerated under the International Plus "MAC" provisions.

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

Example 3: An ACS Customer is billed $\$ 9$ for $1+$ calling in the month of February and makes $\$ 44$ worth of calling cards in the same month. The Customer will receive full credit (\$20) in its March invoice for the $\$ 44$ of calling card calls and will not be assessed any shortfall under the provisions of this Section C nor be subject to rerating under the International Plus "MAC" provisions (because the $\$ 9$ in $1+$ calling and the $\$ 24$ in calling card calling is in excess of the $\$ 20$ minimum required by this Section C equals $\$ 33$ in qualified billings for the month of February).

Effective: May 15, 2003

## RATE SCHEDULE M

"SIGNATURE" SERVICE OFFERINGS (Cont’d) (Residential)

## International Plus Service (Cont'd)

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

D. Reinstatement

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

The International Plus Calling Card rates set forth herein apply to ACS calling card calls.
$\qquad$

## RATE SCHEDULE M

"SIGNATURE" SERVICE OFFERINGS (Cont’d) (Residential)

## International Plus Service (Cont'd)

## Advantage Card Service II (ACS II)

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

## A. Eligibility

Company's Advantage Card Service II (ACS II) becomes available once an International Plus 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).

## B. Limitations and Disclaimers - General

1. ACS II is offered only in conjunction with Company's interstate and international companion ACS II offerings as tariffed with the FCC.
2. If earned, as specified above, Fixed Advantage Calling will be reflected in Customer's first or second through seventh invoices following commencement of ACS II service and the ACS Bonus Advantage Calling will be reflected in Customer's eighth invoice following commencement of ACS II service.
3. ACS II Calling Advantages are not available with any other promotional offering or "save/winback" program offered by Company except as provided in Subsection 5 following.
4. Each month's ACS II Fixed Advantage Calling is noncumulative (cannot be carried over to any following month or otherwise accumulated).
$\qquad$

## RATE SCHEDULE M

"SIGNATURE" SERVICE OFFERINGS (Cont’d) (Residential)

## International Plus Service (Cont'd)

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

## B. Limitations and Disclaimers - General (Cont'd)

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

Advice Letter No. 99

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## RATE SCHEDULE M

"SIGNATURE" SERVICE OFFERINGS (Cont'd) (Residential)

## International Plus Service (Cont'd)

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

## C. Limitations and Disclaimers - Shortfalls

An ACS II Customer must maintain a monthly minimum of $\$ 20.00$ in non-calling card charges to avoid shortfall charges. Customer shall be billed the difference between actual charges incurred and the monthly minimum charge of $\$ 20.00$, the "shortfall charge." For example, if a Customers's actual charges for non-calling card calls are $\$ 12.34$, a shortfall charge of $\$ 7.66$ will appear on the invoice. In addition, the Customer's rates are adjusted for the month in which the shortfall occurs to the rates specified in Miscellaneous Charges, Subsection E, "Minimum Account Charges," following, for all non-calling card and calling card usage. While shortfall charges apply to the non-calling card charges of an ACS II Customer, the application of the shortfall provisions will not reduce the Fixed Advantage earned for calling card calls and the Customer will be credited with any calling card usage in excess of the total Fixed Advantage available if earned. Compare using the following examples.

Example 1: An ACS II Customer is billed $\$ 12$ for $1+$ calling in the month of May and makes $\$ 18$ worth of calling cards in the same month. The Customer will receive full credit in its June invoice for the $\$ 18$ of calling card calls, be assessed a shortfall of $\$ 8$ pursuant to the provisions of this Section, and its rates will be rerated in accordance with the Minimum Account Charges provisions under Miscellaneous Charges, Subsection E, following.

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

Example 3: An ACS II Customer is billed $\$ 9$ for $1+$ calling in the month of February and makes $\$ 44$ worth of calling cards in the same month. The Customer will receive full credit (\$20) in its March invoice for the $\$ 44$ of calling card calls and will not be assessed any shortfall under the provisions of this Section C nor be subject to rerating under the Minimum Account Charges provisions of Miscellaneous Charges, Subsection E, following (because the $\$ 9$ in $1+$ calling and the $\$ 24$ in calling card calling is in excess of the $\$ 20$ minimum required by this Section $C$ equals $\$ 33$ in qualified billings for the month of February).

## RATE SCHEDULE M

"SIGNATURE" SERVICE OFFERINGS (Cont’d) (Residential)

## International Plus Service (Cont'd)

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

## D. Reinstatement

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

## E. Rates

The rates set forth for calling cards in International Plus Service, Usage Sensitive Charges, Subsection C preceding, apply to ACS II calling card calls.
$\qquad$

## RATE SCHEDULE M

"SIGNATURE" SERVICE OFFERINGS (Cont’d) (Residential)

## International Plus Service (Cont'd)

## Miscellaneous Charges

A. Directory Assistance. Any InterLATA or IntraLATA Intrastate Call to Directory Assistance.

Per Call: $\$ 1.25$
B. Remote Access Surcharge. Calls originating at payphones using a service access code.
$\qquad$

## RATE SCHEDULE M

"SIGNATURE" SERVICE OFFERINGS (Cont’d) (Residential)

## International Plus Service (Cont'd)

Miscellaneous Charges (Cont'd)

## C. Calling Card Call Set-Up Charge

A $\$ 0.50$ per call charge applies to each call initiated using calling card access.
D. Reserved for Future Use.
$\qquad$

## RATE SCHEDULE M

"SIGNATURE" SERVICE OFFERINGS (Cont’d) (Residential)

## International Plus Service (Cont'd)

## Miscellaneous Charges (Cont'd)

## E. Minimum Account Charges ('MACs")

A Customer's tariffed $1+$ and toll free access, calling card and MSF (monthly service fee) rates will be adjusted whenever the aggregate of the Customer's charges for all services (including interstate, intrastate, intraLATA, international and calling card services, but exclusive of fees, assessments, taxes and surcharges) for any two consecutive invoices are less than $\$ 20.00$ ("MAC threshold"). MAC adjusted rates also apply to all periods of service for Customers qualifying as a Company "save" or "winback" Customer.

Tariffed Rates<br>$1+$ and toll free<br>access services<br>Save/Winback Customers @ \$0.059<br>Calling Card Service

*Example: If the current rate of a customer to which the provisions of this section apply is $\$ 0.079$ per applicable billing increment, the FAIR rate is $\$ 0.179$ per billing increment, including the minimum billing increment. MAC adjusted rates appear on Customer's next immediate invoice following the second consecutive invoice whose charges are below the MAC threshold). Customers may request suspension of further MAC charges in accordance with paragraphs E. 1 and E. 2 following (i.e., Customer will be returned to the previous rate plans applicable to its services prior to its charges falling below the MAC threshold).
$\qquad$

## RATE SCHEDULE M

"SIGNATURE" SERVICE OFFERINGS (Cont'd) (Residential)

## International Plus Service (Cont'd)

Miscellaneous Charges (Cont'd)

## E. Minimum Account Charges ("MACs") (Cont'd)

1. Reinstatement Option A

After receiving direct notice from Company's Customer Care Department or through receipt of the invoice for MAC rates, Customer may request reinstatement of its previous rate plans by committing to a minimum level of service of $\$ 40.00$ per month (inclusive of all services - interstate, intrastate, intraLATA and/or international). If Customer's service charges equal or exceed $\$ 40.00$ for the period covered by the invoice immediately succeeding Customer's reinstatement request (the "reinstatement invoice"), Customer will be rated pursuant to its rate plans as applied prior to having qualified for the MAC rates. Should Customer fail after reinstatement to meet said commitment on a monthly going-forward basis, and/or again fail to reach the MAC threshold of charges over any two subsequent consecutive invoices, all applicable MAC charges would be reinstated and billed on the next immediately following invoice.

## 2. $\quad$ Reinstatement Option B

After receiving direct notice from Company's Customer Care Department or through receipt of the invoice for MAC rates, Customer may request reinstatement of its previous rate plans by committing to a minimum level of service of $\$ 40.00$ per month (inclusive of all services - interstate, intrastate, intraLATA and/or international). If Customer's service charges equal or exceed $\$ 20.00$ for the period covered by the invoice immediately succeeding Customer's reinstatement request (the "reinstatement invoice"), for the reinstatement and following invoice (two invoices), Customer will be rated pursuant to its rate plans as applied prior to having qualified for the MAC rates and charged a monthly fee of $\$ 4.95$. Any Customers whose rates have been reinstated as provided herein shall continue to receive said rates so long as each subsequent invoice meets the $\$ 20.00$ service rate threshold and the monthly fee of $\$ 4.95$ is paid on a timely basis. Should Customer fail after reinstatement to meet said commitment on a monthly going-forward basis, and/or again fail to reach the MAC threshold of charges over any two subsequent consecutive invoices, all applicable MAC charges would be reinstated and billed on the next immediately following invoice.
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## RATE SCHEDULE M

"SIGNATURE" SERVICE OFFERINGS (Cont’d) (Residential)

## International Plus Service (Cont'd)

## Miscellaneous Charges (Cont'd)

## F. Mid-Level Account Charges ("MACII")

A Customer's tariffed 1+ and toll free access rates will be adjusted whenever the aggregate of the Customer's charges for all services (including interstate, intrastate, intraLATA, international and calling card services, but exclusive of fees, assessments, taxes and surcharges) for any two consecutive invoices after Customer's first two consecutive invoices are at least $\$ 20.00$, but not more than $\$ 39.99$ per invoice ("MACII threshold"). MACII adjusted rates also apply to all periods of service for Customers qualifying as a Company "save" or "winback" Customer.

Tariffed Rates

## MACII Adjusted Rates

$1+$ and toll free access services Tariffed rated plus $\$ 0.10$ per applicable billing increment.
InterLATA and IntraLATA
Save/Winback Customers @ \$0.059
Save/Winback Customers @ \$0.079
*Example: If the current rate of a customer to which the provisions of this section apply is normally $\$ 0.079$ per applicable billing increment, the MACII adjusted rate is $\$ 0.179$ per billing increment, including the minimum billing increment. The applicable billing increment for MACII adjusted rates is 60 seconds or a full minute. MACII adjusted rates appear on Customer's next immediate invoice following the second consecutive invoice whose charges are below the MACII threshold. Customers may request suspension of further MACII charges in accordance with Reinstatement Option A or Reinstatement Option B following (i.e., Customer will be returned to the previous rate plans applicable to its services prior to its charges falling below the MACII threshold).

## 1. Reinstatement Option A

After receiving direct notice from Company's Customer Care Department or through receipt of the invoice for MACII rates, Customer may request reinstatement of its previous rate plans by committing to a minimum level of service of $\$ 40.00$ per month (inclusive of all services - interstate, intrastate, intraLATA and/or international). If Customer's service charges equal or exceed $\$ 40.00$ for the period covered by the invoice immediately succeeding Customer's reinstatement request (the "reinstatement invoice"), Customer will be rated pursuant to its rate plans as applied prior to having qualified for the MACII rates. Should Customer fail after reinstatement to meet said commitment on a monthly going-forward basis, and/or again fail to exceed the MACII ceiling of $\$ 39.99$ in total charges over any two subsequent consecutive invoices, the MACII adjusted charges would be reinstated and billed on the next immediately following invoice.

## RATE SCHEDULE M

"SIGNATURE" SERVICE OFFERINGS (Cont'd) (Residential)

## International Plus Service (Cont'd)

## Miscellaneous Charges (Cont'd)

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

## 2. Reinstatement Option B

After receiving direct notice from Company's Customer Care Department or through receipt of the invoice for MACII rates, Customer may request reinstatement of its previous rate plans by committing to a minimum level of service of $\$ 40.00$ per month (inclusive of all services - interstate, intrastate, intraLATA and/or international). If Customer's service charges equal or exceed $\$ 20.00$ for the period covered by the invoice immediately succeeding Customer's reinstatement request (the "reinstatement invoice"), for the reinstatement and following invoice (two invoices), Customer will be rated pursuant to its rate plans as applied prior to having qualified for the MACII rates and be charged a monthly fee of $\$ 4.95$. Any Customers whose rates have been reinstated as provided herein shall continue to receive said rates so long as each subsequent invoice meets the $\$ 20.00$ service rate threshold and the monthly fee of $\$ 4.95$ is paid on a timely basis. Should Customer fail after reinstatement to meet said commitment on a monthly goingforward basis, and/or again fail to reach the MACII threshold of charges over any two subsequent consecutive invoices, the MACII adjusted charges would be reinstated and billed on the next immediately following invoice.
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## RATE SCHEDULE M

"SIGNATURE" SERVICE OFFERINGS (Cont'd) (Residential)

* RESERVED FOR FUTURE USE *

Advice Letter No. 99
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# RATE SCHEDULE M <br> "SIGNATURE" SERVICE OFFERINGS (Cont'd) (Residential) 

## International Plus Service (Cont'd)

## Customer Loyalty Plans

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

The following terms and conditions must exist for any CLP to be valid.
A. CLPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.
B. A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CLP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CLP must demonstrate the existence of circumstances substantially and materially like those which justified the CLP as tariffed.
C. An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CLP may, nonetheless, be able to qualify for a different or new CLP tailored to that Customer's circumstances.
D. CLPs I and II 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 International Plus, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Schedule M .
F. All of the conditions set forth in herein must exist in order to qualify for the following Customer Loyalty Plans. International Plus 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 International Plus. Additional terms and/or conditions, such as term or volume commitments may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by International Plus prior to institution of the first billing for services under the applicable Customer Loyalty Plans.

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Decision No. 92-02-007
U-5251-C

Tariff Administrator

Effective: May 15, 2003
Resolution No.

# RATE SCHEDULE M <br> "SIGNATURE" SERVICE OFFERINGS (Cont'd) (Residential) 

## International Plus Service (Cont'd)

## Customer Loyalty Plans (Cont'd)

G. Customer Loyalty Plans. Customers may select one of the following Customer Loyalty Plans:

Customer Loyalty Plan I. International Plus Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth herein will receive a credit on their 13th invoice as provided following.

1. For each twelve invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive twelve-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
2. Eligibility. To be eligible for the 13 th invoice free bonus, each Customer must:
a. have initiated service under International Plus;
b. have no record of nonpayment in any of the preceding consecutive twelve-month period of service;
c. have received twelve consecutive and uninterrupted invoices over the preceding twelve-month period;
d. have selected the 13 th invoice free bonus incentive prior to the first day in the period of service covered by Customer's thirteenth invoice; and
e. pay all charges rendered in Customer's thirteenth invoice in excess of the amount of the applicable credit as calculated under Paragraph 1 preceding.

Customer Loyalty Plan II. International Plus Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth herein will receive a credit on their 9th invoice as provided following.

1. For each eight invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges (excluding fees, taxes, surcharges, assessments, and similar charges) for the preceding consecutive eight-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
2. Eligibility. To be eligible for the 9th invoice free bonus, each Customer must:
a. have initiated service under International Plus;
b. have no record of nonpayment in any of the preceding consecutive twelve-month period of service;
c. have received eight consecutive and uninterrupted invoices over the preceding eight-month period;
d. have selected the 9 th invoice free bonus incentive prior to the first day in the period of service covered by Customer's ninth invoice; and
e. pay all charges rendered in Customer's ninth invoice in excess of the amount of the applicable credit as calculated under Paragraph 1 preceding.

## RATE SCHEDULE M

"SIGNATURE" SERVICE OFFERINGS (Cont’d) (Residential)

## International Plus Service (Cont'd)

## Customer Loyalty Plans (Cont'd)

G. Customer Loyalty Plans (Cont'd)

Customer Loyalty Plan III. International Plus Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth herein will receive a per minute usage sensitive charge for $1+$ (including facsimile) and toll free access calls without regard to minimum monthly usage levels as follows. Minimum call duration as described under "Rate Description" of this Rate Schedule M applies.

> | First 2.5 | $\begin{array}{l}\text { Each Additional Minute } \\ \text { Minutes }\end{array}$ |
| :--- | :--- |
| $\$ 0.1475$ | $\$ 0.059$ |

Eligibility. To be eligible for the save/winback charge, each Customer must have initiated service under International Plus and have no record of nonpayment in any of the preceding period of service.
$\qquad$

# RATE SCHEDULE M <br> "SIGNATURE" SERVICE OFFERINGS (Cont’d) (Residential) 

## International Plus Service (Cont'd)

## Customer Loyalty Plans (Cont'd)

H. Credit Series for 5th, 11th, 17th, and 23th Invoices

1 Description. New Customers who meet the eligibility requirements set forth below will receive a series of credits that must be accumulated consecutively through their 5 th, 11 th, 17 th, and 23 th invoices. Each credit when earned will be issued in the invoice immediately following the last invoice in the applicable credit series, namely in the 6th, 12th, 18th, and 24th invoices.
2. Credit. Exclusive of calling card charges, fees, taxes, surcharges, assessments, and similar charges, a series of credits equal to the average of the number of previous months' service charges in the applicable qualifying service period shall be issued, first, for the consecutive 5 -month period preceding Customer's 6th invoice; second, for the consecutive 11-month period preceding Customer's 12 th invoice; third, for the consecutive 17month period preceding Customer's 18th invoice; and fourth, for the consecutive 23 -month period preceding Customer's 24th invoice. Subject to H. 3 following, credits are calculated based on the total of all qualifying service charges incurred for the first period of service through and including the last service month in the applicable credit series.
3. Eligibility. To be eligible for credits, each Customer must: have completed the months of service needed to qualify for the applicable credit in the series of service periods, e.g., 5 months for the first credit issued in the 6th invoice; 11 months for the second credit issued in the 12th invoice and so on; have current usage which exceeds the established minimum monthly usage levels for the applicable service as set forth in this Schedule preceding; no 60-day or longer outstanding unpaid balance equal to or greater than $\$ 5.00$ during that period of service to which the credit applies; have received first $5,11,17$, and then 23 additional consecutive and uninterrupted invoices during the preceding twenty-three-month period; have selected and agreed to the terms of this credit prior to the first day in the period of service covered by Customer's fifth invoice; and pay all charges rendered in Customer's sixth and related twelfth, eighteenth, and twenty-fourth invoices in excess of the amount of the applicable credit as calculated under H.2, preceding.
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# RATE SCHEDULE M <br> "SIGNATURE" SERVICE OFFERINGS (Cont’d) (Residential) 

## International Plus Service (Cont'd)

## Customer Loyalty Plans (Cont'd)

H. Credit Series for 5th, 11th, 17th, and 23th Invoices (Cont'd)

## 3. Eligibility (Cont'd)

To confirm eligibility and to activate the credit series offer, Customer must initiate contact with Company's Customer Care on any day in the final month of service covered by Customer's qualifying series of invoices, but no later than the next to last day in the final month for the applicable series. A Customer who meets and continues to meet all other Eligibility requirements except that it does not initiate contact with Customer Care to activate the promotion until a date subsequent to the last day in the final month of service covered by Customer's qualifying series of invoices, will still be entitled to receive the credits for any subsequent series of invoices (e.g., the 12th, 18th, and 24th invoices) provided that at least one Customer initiated contact with Customer Care has been made. Customer will not retroactively receive a credit for any invoices in the applicable series of invoices generated by Company prior to the initial Customer initiated contact.

Example: A Customer who meets all other eligibility requirements, except that it does not initiate the required contact with Customer Care prior to the last day in the final month of service covered by Customer's qualifying series of invoices, calls Customer Care to activate the promotion two weeks later. The Customer will receive credits calculated according to H.2, preceding, for the 11th, 17th, and 23th invoices; but will not retroactively receive the 5th invoice credit to which it would otherwise have been entitled.
4. Limitations and Disclaimers. This offer may not be combined with any other offer except as expressly authorized herein. Customers choosing this Credit Series remain eligible for the Referral Credit under section 10.2.7.13 of Company's Tariff F.C.C. No. 4.

Customers must remain subscribed to Company service for the entire 30 -day period of each month that credit is given.
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## RATE SCHEDULE M

"SIGNATURE" SERVICE OFFERINGS (Cont'd) (Residential)

## International Plus Service (Cont'd)

## Customer Loyalty Plans (Cont'd)

I. Billing Option. Where Company determines that in order to save or winback a customer otherwise qualifying for Company's International Plus Service and its associated Customer Loyalty Plans, Company may base its rates on a minimum call duration of 1 minute instead of the standard minimum call duration set forth under "Rate Description" in this Rate Schedule M. Additional terms and/or conditions, such as term and/or volume commitments may apply. In such event, such terms and/or conditions shall be tariffed by Company prior to institution of the first billing for services under the non-standard billing increments as provided herein.
J. International Plan Customers. The rates under this tariff for International Plus service for Customers participating in Company's Arcadia International Plan under Section 10.1.6.1.10 of Company's Tariff F.C.C. No. 3, or under the Burbank International or Covina International Plans as set forth respectively in Sections 10.1.10 and 10.1.11 of Company’s Tariff F.C.C. No. 3 (hereinafter "International Plan Customer"), shall be adjusted as follows:

## Tariff Rates

1+ and Toll Free Access Services
@ $\$ 0.059$ per applicable billing increment

International Plan Adjusted Rates
1+ and Toll Free Access Services
@ $\$ 0.079$ per applicable billing increment

Advice Letter No. 99
Decision No. 92-02-007
U-5251-C

Issued By:
Tariff Administrator

Date Filed: April 15, 2003
Effective: May 15, 2003
Resolution No. $\qquad$

## RATE SCHEDULE N

## DESCRIPTION OF SERVICES \& RATES (Business)

Rate Schedule N applies exclusively to International Plus business customers.

## Graduated Rate Categories

Carrier offers services under this tariff based on the Rate Plans and categories as specified following. Specific rates for the Rate Plans listed in the table below can be found on Sheet Nos. 16.12.1 and 16.12.2 following.

Table 1

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

A. Any Rate Category I-VIII customers in service on or before October 15, 2019, 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 January 15, 2020, that are reflected on invoices rendered on or after February 15, 2020.
B. Any Rate Category IX customers in service on or before October 15, 2019, 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 X, effective for all calls on or after January 15, 2020, that are reflected on invoices rendered on or after February 15, 2020.

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$\qquad$

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## RATE SCHEDULE N

## DESCRIPTION OF SERVICES \& RATES (Cont'd) (Business)

## International Plus Plan Services \& Rates

Company offers the following International Plus rate plan. Company's standard tariff rate methodology applies in each invoice under this plan. The provisions of Rule 9 and the Rates for Calling Cards Section following apply. The International Plus Rate Plan Rates are follows:

## Basic Q Rate Plan

## Classic Q/Class 2 Rate Plan

The following rate is available to all customers qualifying for application of the rate cap under the Company's "Welcome Customer Rate Cap Program" under Company’s Tariff F.C.C. No. 4, section 4.19, effective April 2, 1998, and to those customers whose minimum monthly intrastate usage is over $\$ 5.00$ at the following rates:

|  | Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0297$ | $\$ 0.0099$ |
| Off-Peak/Non-Business Day | $\$ 0.0297$ | $\$ 0.0099$ |

## Classic 1 Rate Plan

Classic 1 rates are provided to customers whose minimum monthly intrastate usage is over $\$ 10.00$ at the following rates:

|  | Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0267$ | $\$ 0.0089$ |
| Off-Peak/Non-Business Day | $\$ 0.0267$ | $\$ 0.0089$ |

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

## RATE SCHEDULE N

## DESCRIPTION OF SERVICES \& RATES (Cont'd) (Business)

## International Plus Plan Services \& Rates (Cont'd)

## Universal Rate Plan

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

|  | Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0237$ | $\$ 0.0079$ |
| Off-Peak/Non-Business Day | $\$ 0.0237$ | $\$ 0.0079$ |

## Prime 2 Rate Plan

Prime 2 rates are provided to customers whose minimum monthly intrastate usage is over $\$ 20.00$ at the following rates:

|  | Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0207$ | $\$ 0.0069$ |
| Off-Peak/Non-Business Day | $\$ 0.0207$ | $\$ 0.0069$ |

## Prime 1 Rate Plan

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

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

Advice Letter No. 99
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## RATE SCHEDULE N

## DESCRIPTION OF SERVICES \& RATES (Cont'd) (Business)

## International Plus Plan Services \& Rates (Cont'd)

## Super 1 Rate Plan

Super 1 rates are provided to customers whose minimum monthly interstate usage is over $\$ 30.00$ at the following rates:

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

## Super 2 Rate Plan

Super 2 rates are provided to customers whose minimum monthly intrastate usage is over $\$ 35.00$ at the following rates:

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

## Cairo 1 Rate Plan

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

|  | Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| $\$ 0.0147$ | $\$ 0.0049$ | $(\mathrm{~N})$ |
| Peak/Business Day | $\$ 0.0049$ | (N) |

## 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:

Peak/Business Day
Off-Peak/Non-Business Day

| Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- |
| $\$ 0.0087$ | $\$ 0.0029$ |
| $\$ 0.0087$ | $\$ 0.0029$ |

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## RATE SCHEDULE N

## DESCRIPTION OF SERVICES \& RATES (Cont'd) (Business)

## International Plus Plan Services \& Rates (Cont'd)

## Limited-Class Switched Rates

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

## A. D-1 Rate Plan

D-1 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 <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0177$ | $\$ 0.0059$ |
| Off-Peak/Non-Business Day | $\$ 0.0177$ | $\$ 0.0059$ |

B. D-2 Rate Plan

D-2 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 <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0147$ | $\$ 0.0049$ |
| Off-Peak/Non-Business Day | $\$ 0.0147$ | $\$ 0.0049$ |

## C. D-3 Rate Plan

D-3 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 <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0117$ | $\$ 0.0039$ |
| Off-Peak/Non-Business Day | $\$ 0.0117$ | $\$ 0.0039$ |

## D. D-4 Rate Plan

D-4 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over $\$ 130.00$ at the following rates:

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

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

## RATE SCHEDULE N

## DESCRIPTION OF SERVICES \& RATES (Cont'd) (Business)

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

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

## A. X-1 Rate Plan

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

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

## 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:

Peak/Business Day
Off-Peak/Non-Business Day

| Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- |
| $\$ 0.0117$ | $\$ 0.0039$ |
| $\$ 0.0117$ | $\$ 0.0039$ |

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** ALL MATERIAL ON THIS PAGE IS NEW**

## RATE SCHEDULE N

## DESCRIPTION OF SERVICES \& RATES (Cont'd) (Business)

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

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

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

## Rates for Calling Cards

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

|  | Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0710$ | $\$ 0.0142$ |
| Off-Peak/Non-Business Day | $\$ 0.0635$ | $\$ 0.0127$ |

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## RATE SCHEDULE N <br> DESCRIPTION OF SERVICES \& RATES (Cont'd) (Business)

## Calling Card 'Bong" Charge

A $\$ 0.50$ per call charge applies to each call initiated using calling card access.
Directory Assistance Rate per call: $\quad \$ 1.25$

## Miscellaneous Charges

A surcharge applies to all calls originated at payphones using a service access code.
Per Call: $\quad \$ 0.69$
(I)
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## ** ALL MATERIAL ON THIS PAGE IS NEW**

## RATE SCHEDULE N

## DESCRIPTION OF SERVICES \& RATES (Cont'd) (Business)

## International Plus Service Customer Loyalty Plans

## A. General Terms and Conditions

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

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 CLP. To qualify as a similarly situated customer for purposes of this Rate Schedule, the customer seeking the CLP must demonstrate the existence of circumstances substantially and materially like those which justified the CLP as tariffed.
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## RATE SCHEDULE N

## DESCRIPTION OF SERVICES \& RATES (Cont'd) (Business)

## International Plus Service Customer Loyalty Plans (Cont'd)

## General Terms and Conditions (Cont'd)

3. An existing customer or potential customer unable to demonstrate being similarly situated under a tariffed CLP may, nonetheless, be able to qualify for a different or new CLP tailored to that customer's circumstances.
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 Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Rate Schedule I.
6. All of the conditions set forth above must exist in order to qualify for the following Customer Loyalty Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Loyalty Plans.
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## ** ALL MATERIAL ON THIS PAGE IS NEW**

## RATE SCHEDULE N

## DESCRIPTION OF SERVICES \& RATES (Cont'd) (Business)

## International Plus Service Customer Loyalty Plans (Cont'd)

## B. Customer Loyalty Plan I

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

1. For each five invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive five-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
2. Eligibility. To be eligible for the 6th invoice free bonus, each customer must:

X have initiated service under International Plus Service;
X have current usage which exceeds the established minimum monthly usage levels for the applicable International Plus Service;
X have no record of nonpayment in any of the preceding consecutive five-month period of service;
X have received five consecutive and uninterrupted invoices over the preceding five-month period;
X 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
X pay all charges rendered in customer's fifth invoice in excess of the amount of the applicable credit as calculated under B. 1 preceding.

Tariff Administrator

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

## RATE SCHEDULE N

## DESCRIPTION OF SERVICES \& RATES (Cont'd) (Business)

## International Plus Service Customer Loyalty Plans (Cont'd)

## C. Customer Loyalty Plan II

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

1. For each eight invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive eight-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
2. Eligibility. To be eligible for the 9th invoice free bonus, each customer must:

X have initiated service under the International Plus Service;
X have current usage which exceeds the established minimum monthly usage levels for the applicable International Plus Service;
X have no record of nonpayment in any of the preceding consecutive eight-month period of service;
X have received eight consecutive and uninterrupted invoices over the preceding eightmonth period;
X 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
X pay all charges rendered in customer's eighth invoice in excess of the amount of the applicable credit as calculated under C. 1 preceding.

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

## RATE SCHEDULE N

## DESCRIPTION OF SERVICES \& RATES (Cont'd) (Business)

## International Plus Service Customer Loyalty Plans (Cont'd)

## D. Customer Loyalty Plan III

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

1. For each twelve invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive twelve-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
2. Eligibility. To be eligible for the 13th invoice free bonus, each customer must:

X have initiated service under the International Plus Service;
X have current usage which exceeds the established minimum monthly usage levels for the applicable International Plus Service;
X have no record of nonpayment in any of the preceding consecutive twelve-month period of service;
X have received twelve consecutive and uninterrupted invoices over the preceding twelvemonth period;
X have selected the 13th invoice free bonus incentive prior to the first day in the period of service covered by customer's twelfth invoice; and
X pay all charges rendered in customer's twelfth invoice in excess of the amount of the applicable credit as calculated under D. 1 preceding.

## RATE SCHEDULE N

## DESCRIPTION OF SERVICES \& RATES (Cont'd) (Business)

## International Plus Service Customer Loyalty Plans (Cont'd)

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

1. "Welcome Back Invoice" Award. Each Customer who qualifies as either a "winback" or "save" shall receive its first invoice free, a "Welcome Back Invoice," that is, a credit equal to the charges for the first period of service (may be less than 30 days). The credit equal to the charges in the Welcome Back Invoice will appear in the invoice for the fourth billing cycle following the service period to which the Welcome Back Invoice applies.
2. Free Minutes Bonus Incentive. Customers who qualify as either a "winback" or "save" shall be awarded 500 free minutes of either domestic United States interstate calling or intrastate calling, based on the lower of the two rates.
3. Non-Voice Communications For any customer who qualifies as a "save" or "winback" customer, Company shall waive non-transport/non-usage (equivalent call units) for lines used for non-voice communications, i.e., facsimile and/or modem lines.
$\qquad$

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

## RATE SCHEDULE N

## DESCRIPTION OF SERVICES \& RATES (Cont'd) (Business)

## International Plus Plan Services \& Rates (Cont'd)

## F. "One, Two, Three, Every Third Invoice Free" Promotion

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

1. A credit applied to customer's first, second and third invoices equal to $33 \%$ of customer's long distance call traffic charges, appearing on the same invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, applied to the same invoice, and
2. A credit applied to every third invoice, starting with customer's sixth invoice ( $6^{\text {th }}, 9^{\text {th }}, 12^{\text {th }}$, 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.
$\qquad$

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

## RATE SCHEDULE N

## DESCRIPTION OF SERVICES \& RATES (Cont'd) (Business)

## G. International Plus Advantage Card Service (ACS)

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in G. 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).
$\qquad$

## RATE SCHEDULE N

## DESCRIPTION OF SERVICES \& RATES (Cont'd) (Business)

## G. International Plus Advantage Card Service (ACS) (Cont'd)

2. Limitations and Disclaimers (Cont'd)
e. Subject to and in accordance with the provisions of Rate Schedule G preceding and the eligibility requirements of G. 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 G. 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 Rate Schedule preceding apply to the International Plus ACS service.
$\qquad$

## RATE SCHEDULE N

## DESCRIPTION OF SERVICES \& RATES (Cont'd) (Business)

## H. Customer Advantage Plans ("CAPs")

## 1. General Terms and Conditions

From time to time, rates may be tariffed or tariffed rates selected, a "Customer Advantage Plan" or "CAP," the purpose and/or design for which is to retain Company's competitive position by offering rates which are necessitated by competing offers received by or available to existing or potential customers, which if not matched or bettered would result in the loss of an existing or potential customer and/or in the reduction of traffic volume of a customer. Customer confirmation of the competitive offer in writing may be required or the availability of a more favorable competitive rate may need to be confirmed from published tariffs, marketing materials or other public sources to establish a customer's right to obtain a CAP. In order to respond to the competitive pricing initiatives of competitors, the following Customer Advantage Plan offerings are available for eligible customers taking outbound and inbound equal access switched services of Company originated from and terminated to locations within this state whenever Company determines that but for the availability of these rates, Company will not retain an existing customer ("save") or will not be able to winback a prior customer already having switched its services to another carrier ("winback"). The following terms and conditions must exist for any CAP to be valid.
a. CAPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.
b. A customer or potential customer which is similarly situated may request service under a new or previously tariffed CAP. To qualify as a similarly situated customer for purposes of this Section, the customer seeking the CAP must demonstrate the existence of circumstances substantially and materially like those which justified the CAP as tariffed.
$\qquad$

## RATE SCHEDULE N

## DESCRIPTION OF SERVICES \& RATES (Cont'd) (Business)

## H. 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 CAP may, nonetheless, be able to qualify for a different or new CAP tailored to that customer's circumstances.
d. CAPs are available for all published rates.
e. Whenever a customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Rate Schedule.
f. All of the conditions set forth above must exist in order to qualify for the following Customer Advantage Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments, may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Advantage Plans.
g. To receive the Invoice Free CAPs pursuant to this Rate Schedule I, Section H. 2 through and including Section H.6, a customer must call Customer Care before the issuance date of each credit bearing invoice to verify customer eligibility, except as otherwise provided following.
$\qquad$

## RATE SCHEDULE N

## DESCRIPTION OF SERVICES \& RATES (Cont'd) (Business)

## H. 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 12 th 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 12 th invoice free bonuses, each customer must:

X have initiated service;
X have current usage which exceeds the established minimum monthly usage levels for the applicable service;
X have no record of nonpayment in any of the preceding consecutive monthly qualifying periods (5 and 11 months) of service;
X have received first five, then six additional consecutive and uninterrupted invoices over the preceding eleven-month period;
X have selected the 6th and 12th invoice free bonus incentives prior to the first day in the period of service covered by customer's fifth invoice; and
X pay all charges rendered in customer's fifth and related eleventh invoice in excess of the amount of the applicable credits as calculated under 2.a preceding.
$\qquad$

## RATE SCHEDULE N

## DESCRIPTION OF SERVICES \& RATES (Cont'd) (Business)

## H. 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 ninemonth 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:
$\mathrm{X} \quad$ have initiated service;
X have current usage which exceeds the established minimum monthly usage levels for the applicable service;
X have no record of nonpayment in any of the preceding consecutive monthly qualifying periods ( 5,9 , and 13 months) of service;
X have received first five, nine, and then thirteen additional consecutive and uninterrupted invoices over the preceding thirteen-month period;
X 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
X 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 3.a preceding.

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## RATE SCHEDULE N

## DESCRIPTION OF SERVICES \& RATES (Cont'd) (Business)

## H. Customer Advantage Plans ("CAPs")(Cont'd)

## 4. Customer S\&W Prepaid Advantage Plan

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

Table

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

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

## DESCRIPTION OF SERVICES \& RATES (Cont'd) (Business)

## H. Customer Advantage Plans ("CAPs")(Cont'd)

## 4. Customer S\&W Prepaid Advantage Plan (Cont'd)

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 Incremental Call Unit @ 60 seconds or Fraction @ 60 seconds or Fraction \$0.252 \$0.252
b. Availability. Company's S\&W Card service promotion is available on and after June 9, 2001, until December 9, 2001 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.
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 $\mathrm{S} \& \mathrm{~W}$ 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 additional S\&W Card(s) in the qualifying denomination of the customer as listed in this Section H. 4 preceding will be made available.
$\qquad$

## RATE SCHEDULE N

## DESCRIPTION OF SERVICES \& RATES (Cont'd) (Business)

## H. Customer Advantage Plans ("CAPs")(Cont'd)

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

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.
$\qquad$

## RATE SCHEDULE N

## DESCRIPTION OF SERVICES \& RATES (Cont'd) (Business)

## H. Customer Advantage Plans ("CAPs")(Cont'd)

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

B. Eligibility. To be eligible for the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonuses, each customer must:
$\mathrm{X} \quad$ have initiated service;
X have current usage which exceeds the established minimum monthly usage levels for the applicable service;
X have no 90-day or older outstanding unpaid balance, and no 60-day or older outstanding unpaid balance equal to or greater than $\$ 50.00$;
X 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;
X 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
X pay all charges rendered in customer's fifth and related eighth, twelfth, eighteenth, twenty-first, and twenty-fifth invoice in excess of the amount of the applicable credits as calculated under Section 6.12.5.A preceding.
X 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 H.5.A preceding for the 9 th, 13 th, 19 th, 22 nd , and 26 th invoices; the customer will not retroactively receive the 6th invoice credit to which it would otherwise have been entitled.

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## RATE SCHEDULE N

## DESCRIPTION OF SERVICES \& RATES (Cont'd) (Business)

## H. Customer Advantage Plans ("CAPs")(Cont'd)

## 6. Customer "Welcome Aboard" Advantage Plan

For new customers who meet the eligibility requirements of this Rate Schedule preceding, the Company will waive the ECU rate component during Business Day hours only, and for $1+$ and toll free access calls only, for the first and second invoices within the regular billing cycle. Company's standard tariff rate methodology applies from and after the third invoice.
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** ALL MATERIAL ON THIS PAGE IS NEW**
RATE SCHEDULE N
DESCRIPTION OF SERVICES \& RATES (Cont'd) (Business)

## I. 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 this Section 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 an International Plus Service Plan;
b. Have current usage which exceeds the established minimum monthly usage levels for the applicable International Plus Service Plan;
c. Have no record of nonpayment, delinquencies or issues of credit worthiness;
d. Have received five months of consecutive and uninterrupted service preceding each credit invoice;
e. Have selected this Service Term Invoice Free Credit at the initiation of service or at any time during the first five service months but not later than the first day of service in the 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 I. 1 preceding.

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## RATE SCHEDULE N

## DESCRIPTION OF SERVICES \& RATES (Cont'd) (Business)

## 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 shall receive the Service Term Invoice Free Credit II.

## 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 ont he invoice in which the credit is applied.

## Eligibility

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

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

## RATE SCHEDULE N

## DESCRIPTION OF SERVICES \& RATES (Cont'd) (Business)

## Cross Over Special Service Offers

## 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

$\mathrm{X} \quad$ 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.

X If earned, as specified in 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.

X This credit is not available with Company's Cross Over Credit Card offering set forth following.
X The COC is noncumulative (cannot be carried over to any following month or otherwise accumulated).
X 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.
$\qquad$

## RATE SCHEDULE N

## DESCRIPTION OF SERVICES \& RATES (Cont'd) (Business)

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

## 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

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

X The COCC card will be issued following Customer's commencement of service.
X This offer is not available with Company's 5\% credit offer set forth preceding.
X 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.

X 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 nonCOCC card services; and must have no bill cycle interruptions.
$\qquad$

## RATE SCHEDULE N

## DESCRIPTION OF SERVICES \& RATES (Cont'd) (Business)

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

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

## B. (Cont'd)

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

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

X 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.

X 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.
$\qquad$

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

## RATE SCHEDULE N

## DESCRIPTION OF SERVICES \& RATES (Cont'd) (Business)

## J. $\quad 20 \%$ 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 Cal Units (TCUs):

X To receive the benefits, eligible customers must call a Company Customer Care Representative.
X 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 6month 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.
X 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.
X Customers will not receive credit if the customer has a 60-day outstanding balance of $\$ 50$ or greater.
$\qquad$

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

## RATE SCHEDULE N

## DESCRIPTION OF SERVICES \& RATES (Cont'd) (Business)

## DESCRIPTION OF SERVICES \& RATES

## K. 1st and 3rd Invoice Credit

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

## 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 this Rate Schedule 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.
$\qquad$

## RATE SCHEDULE O

## "SIGNATURE" SERVICE OFFERINGS

Each service offered pursuant to this Rate Schedule $O$ is subject to Rules 1 through $8,9 \mathrm{~A}$, and $10-18$, following, and is tailored to different classes of customers whose specific service profiles are defined by like-kinded characteristics as set forth herein. In addition, these services are billed under and pursuant to the service name (under a service mark or trade mark) as expressly designated in each section, following - the "Signature" services. Signature Services are offered in conjunction with related local, interstate and international services to the extent expressly so provided herein.

## 011 Communications Service

Subject to the terms and conditions set forth in this Rate Schedule O, 011 Communications service is available only as a component part of Company's companion 011 Communications offerings of Tariff F.C.C. No. 3 (international) and Tariff F.C.C. No. 4 (interstate) services.

General Terms. 011 Communications service includes outbound $1+$, facsimile, toll free access and calling card services and is available seven days a week, 24 hours a day.

Rate Description. Rates are distance and time of day insensitive. Minimum call duration is billed in 60 seconds during both Peak/Business Day and Off-Peak/Non-Business Day hours, with each full or fractional increment of call duration billed in full minutes ( 60 seconds), that is, each non-full minute increment is rounded to the next full minute. A monthly service fee applies and miscellaneous charges apply as indicated herein.

Usage Sensitive Charges. 011 Communications service calls are rated pursuant to the per minute of usage charges following.
A. For 1+ (including facsimile) and toll free access calls, the rates are:

| Rate <br> Category | First 60 Seconds or <br> Fraction | Each Additional 60 Seconds <br> or Fraction |
| :--- | :--- | :--- |
| Standard | $\$ 0.179$ | $\$ 0.179$ |
| Preferred | $\$ 0.079$ | $\$ 0.079$ |
| Winback** | $\$ 0.059$ | $\$ 0.059$ |
| Evergreen*** | $\$ 0.059$ | $\$ 0.059$ |

* Requires a monthly minimum of $\$ 10.00$ for intrastate services.
** Customer must be a "save" or "winback" customer.
*** Requires a monthly minimum of $\$ 20.00$ for intrastate services.
B. For calling card calls, the rates are:

|  | First 60 Seconds <br> or Fraction | Each Additional 60 Seconds <br> or Fraction |
| :--- | :--- | :--- |
| Standard/Preferred/Winback | $\$ 0.142$ | $\$ 0.142$ <br> Evergreen |
| $\$ 0.109$ | $\$ 0.109$ |  |

C. Any customers other than Standard Rate Category customers, in service on or before September 30, 2002, whose services are not part of a usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted to the Rate Category with the next highest rate, effective for all calls on or after January 1, 2003, that are reflected on invoices rendered on or after February 1, 2003.
D. Reserved For Future Use
** Certain material moved on this page appears on the same page under a different section number **

## RATE SCHEDULE O

"SIGNATURE" SERVICE OFFERINGS

## 011 Communications Service (Cont'd)

## Residential Unlimited Calling Program

This service is for use by residential customers who select 011 Communications service. Customers who subscribe to this voice service must select and designate NOS Communications, Inc. as its Local Exchange Carrier (LEC), and 011 Communications as its Interexchange Carrier (IXC) for interstate, International and intrastate calling, and as its intraLATA toll provider for intraLATA toll calling. Concurrent with enrollment in this plan, customers must also enroll in any companion unlimited traffic plans for all domestic traffic.

A monthly recurring charge will apply to this service as outlined below. This charge is identical to and shall not be in addition to the monthly recurring charge as outlined in any tariffs or service guides as applicable to companion Federal Service or to companion State Residential Unlimited Calling Program Services.

Monthly charge: $\$ 49.99$
The following is included in the monthly recurring charge: Unlimited domestic state-to-state (Interstate) long distance, unlimited instate (Intrastate) long distance, and unlimited local toll calls, directly dialed from home; Basic line charges and features, and voicemail.

The following are not included in the monthly recurring charge: toll-free calling, international calling, calling card calls, cellular telephone platform calls, remote call forwarding, off premise extensions, WIRE-PRO, PBX, ISDN, Foreign Exchange Numbers, Local Number Portability, non-recurring charges, operator assistance, directory assistance, directory listing options, taxes, surcharges, per use charges and custom calling features. Customers will be charged at the rates contained within the Mobile Progressive Calling plan for international calls, or at the appropriate basic rate for all services not included within the monthly recurring charge.

Date Filed: March 30, 2004
Effective: April 29, 2004
Resolution No. $\qquad$

## RATE SCHEDULE O

## "SIGNATURE" SERVICE OFFERINGS

## VIP Prepaid Calling Service

A. General Description

1. Company offers VIP Prepaid Calling Service throughout the State of California. Charges are not mileage, time of day or day of the week sensitive.
2. VIP Prepaid Calling Service enables the Customer to complete an outbound call from any touch-tone or mobile phone in the State of California. Customer must register with the Company each working telephone number ("WTN") they designate to utilize the VIP Prepaid Calling Service. The VIP Prepaid Calling Service is then accessed by dialing a designated toll free number. Upon hearing a dial tone, the customer may then dial the desired telephone number directly. Once the WTN (s) is registered with the company, a personal identification number is not required. Customers calling from a non-registered WTN are required to enter their registered WTN in order to access their VIP Prepaid Calling Service.

## B. Conditions of Service

1. Calls to directory assistance and calls placed to $500,700,800,900,950$ numbers will not be completed using the VIP Prepaid Calling Service.
2. Calls may only be charged against the VIP Prepaid Calling Service account that has a sufficient available balance.
3. Non-billable calls will not incur any surcharges, taxes or fees.
4. VIP Prepaid Calling Service is non-refundable and will expire twelve (12) months from the date of registration, or when the account balance is depleted, whichever occurs first. Each time the VIP Prepaid Calling Service is recharged the expiration date is reset for an additional six months.
5. Neither the Company nor any authorized agents shall be liable or responsible for theft, loss, or unauthorized use of any VIP Prepaid Calling Service accounts.

Issued By:
Tariff Administrator

Date Filed: December 15, 2019
Effective: July 1, 2005
Resolution No.

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

## RATE SCHEDULE O

## "SIGNATURE" SERVICE OFFERINGS

## VIP Prepaid Calling Service (Cont'd)

## C. Recharging Feature

1. The Customer has the option to recharge the available balance on the VIP Prepaid Calling Service account. If an account is recharged, the remaining balance shall be decremented at the rate applicable to the Customer.
2. To recharge the account, the Customer shall call the designated toll-free number and, in response to the automated voice prompts, provide their account information for a major credit card accepted by the Company and the WTN they want to utilize.
3. Customers are not required to recharge their VIP Prepaid Calling Service account. When the customer's balance is depleted, customer's credit card will be recharged unless the customer has elected to disable the auto recharge function or the charge against the customer's credit card is unsuccessful. The automatic recharge feature is the default setting for all VIP pre-paid accounts. Customers may choose to disable default features at anytime following the first 60 days of service. Customers electing to disable the auto recharge function should contact customer service or access the calling platform and respond to the appropriate voice prompts. Recharge may occur during a call in order to prevent disruption of that call and uninterrupted service. If a customer's account recharge is unsuccessful, and customer's VIP Prepaid Calling account only has thirty (30) seconds talk time remaining, an announcement shall be made indicating that the call shall be automatically terminated when the Card's balance is extinguished.
4. The Company may immediately, and without prior notice to the Customer, terminate the recharge option for a particular VIP Prepaid Calling Service account for any of the reasons specified in Rule 11 of this Tariff.
D. Credit Allowance for Interruptions:
5. Customers who experience call interruption due to poor transmission, one-way transmission, or involuntary disconnection of the call may obtain a credit allowance. The credit allowance will be equal to the dollar value or minute equivalent for the duration of the call that is interrupted.
6. In order to receive a credit allowance, the Customer must notify the Company at the designated Customer Service number within 30 days from the date of the interruption. The Customer must also furnish the called number, description of the trouble experienced, approximate time the call was placed, and the duration of the interruption.
7. Credit allowances are not issued for interruptions that are due to the failure of power, equipment or systems not provided by the Company or interruptions that are not properly reported to the company.

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Tariff Administrator

Date Filed: December 14, 2004
Effective: January 13, 2005
Resolution No,

## RATE SCHEDULE O

## "SIGNATURE" SERVICE OFFERINGS

## VIP Prepaid Calling Service (Cont'd)

E. Fees and Surcharges

1. Payphone Origination: A $\$ 0.99$ surcharge will be added to all VIP Prepaid Calling Service calls that originate at payphones. The surcharge will be assessed in addition to any other rates and fees.
2. Surcharge: A $20 \%$ surcharge will be assessed for each call made using the VIP Prepaid Calling Service that originates and terminates between any two points within the state of California.
3. RESERVED FOR FUTURE USE
4. Non-registered WTNs: A $\$ 0.65$ surcharge will be applied for any calls made from a non-registered WTN.
5. Universal Lifeline Telephone Service (ULTS)- $1.45 \%$ of all surcharges and duration cost.
6. California Relay Service \& Communication Device Fund - . $4800 \%$
7. California High Cost Fund A-. $300 \%$
8. California High Cost Fund B $-1.4700 \%$
9. California Teleconnect Fund - . $300 \%$
10. Operator Assisted Calls: A $\$ 0.49$ per minute surcharge will be applied to all calls placed with the assistance of the Company's operator. The surcharge will be assessed in addition to any other rates and fees.
F. Timing of Calls

Chargeable time begins when the calling and the called station are connected. Chargeable time ends when the calling station terminates the call, thereby releasing the network connection. If the called party hangs up but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment or the Customer initiates another call by pressing the \# button prior to the release of the network connection by Company.
G. Billing Minimum and Increments

Each call made on the VIP Prepaid Calling Service is billed for a minimum of one minute and rounded up to the nearest three-minute increment thereafter.
H. Intrastate Rates
I.

| Rate Category | Rate Plan | Cents Per Minute <br> Rate | Required Minimum Monthly <br> Intrastate Usage |
| :--- | :--- | :--- | :--- |
| IV | VIP 4 | $\$ 0.048$ | $\$ 0.00$ |
| III | VIP 3* | $\$ 0.048$ | $\$ 25.00$ |
| II | VIP 2 | $\$ 0.040$ | $\$ 50.00$ |
| I | VIP 1* | $\$ 0.040$ | $\$ 100.00$ |

* VIP prepaid customers with service under rate categories I or III are eligible to have the 20\%
surcharge waived

Issued By:
Tariff Administrator

Date Filed: December 15, 2019
Effective: July 1, 2005
Resolution No,
d/b/a THE INTERNET BUSINESS ASSOCIATION
d/b/a IVANTAGE NETWORK SOLUTIONS
d/b/a BLUERIDGE TELECOM SYSTEMS
250 Pilot Road, Suite 300
Las Vegas, NV 89119

## RATE SCHEDULE O

"SIGNATURE" SERVICE OFFERINGS

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

## VIP Prepaid Calling Service (Cont'd)

I. VIP Prepaid Calling Service Sign Up Bonus:

New customers that sign up to purchase more then $\$ 200$ in prepaid calling services may receive a onetime $7.5 \%$ credit of their sign-up amount applied to their account balance. Example: If a new customer signs up for $\$ 500$, they may receive a $\$ 37.50$ one-time credit applied to their account balance. If a customer's sign-up amount is $\$ 100-\$ 199.99$, they may receive a one-time credit of $\$ 5.00$. New customers with a sign-up amount of $\$ 99.99$ or less are not eligible to receive this one-time credit.

Issued By:
Tariff Administrator

# RATE SCHEDULE O <br> "SIGNATURE" SERVICE OFFERINGS 

## 011 Communications Service (Cont'd)

Rounding. 011 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 sixty-second increment, the call's duration is rounded to the next whole billing increment, i.e., the next whole 60 -second increment. 011 Communications services 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.

## Limitations and Disclaimers

A. No Promotional Tie-Ins. Except for the credits and/or other special offers provided pursuant to the "Customer Loyalty Plans" of this Schedule, following, 011 Communications service is not available to any customer whose service is being provided pursuant to one or more promotional offerings of Company, except for referral credits provided in section 6.8 of Company's F.C.C. Tariff No. 4.
B. Discontinuance. Company may discontinue 011 Communications service, and/or the Customer Referral Credit program or any term or condition affecting the availability and/or rates for 011 Communications service or Customer Referral Credit program, at any time with or without notice to customer and without liability to customer, any authorized user, or third party.

## Miscellaneous Charges

A. Directory Assistance. Any InterLATA or IntraLATA Intrastate Call to Directory Assistance.

Per Call: \$1.25
B. Remote Access Surcharge. Calls originating at payphones using a service access code.

Per Call: \$0.69

## C. Calling Card Call Set-Up Charge

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

> ***Certain material now appearing on this sheet formerly appeared on Original Sheet 16.13.1***
$\qquad$

# RATE SCHEDULE O <br> "SIGNATURE" SERVICE OFFERINGS 

## 011 Communications Service (Cont'd)

Miscellaneous Charges (Cont'd)
D. Reserved for Future Use.

# * ALL MATERIAL ON THIS SHEET IS NEW * 

RATE SCHEDULE O
"SIGNATURE" SERVICE OFFERINGS

## 011 Communications Service (Cont'd)

## Miscellaneous Charges (Cont'd)

## E. Minimum Account Charges ('MACs')

A Customer's tariffed 1+ and toll free access, calling card and MSF (monthly service fee) rates will be adjusted whenever the aggregate of the Customer's charges for all services (including interstate, intrastate, intraLATA, international and calling card services, but exclusive of fees, assessments, taxes and surcharges) for any two consecutive invoices are less than $\$ 20.00$ ("MAC threshold"). MAC adjusted rates also apply to all periods of service for Customers qualifying as a Company "save" or "winback" Customer.

| Tariffed Rates | MAC Adjusted Rates |
| :--- | :---: |
| $1+$ and toll free |  |
| $\$ 0.10$ per |  |
| access services |  |
| increment.* |  |$\quad$| Tariffed rate plus |
| :---: |

Save/Winback Customers @ \$0.059 Save/Winback Customers @ \$0.79

Calling Card Service $\quad \$ 0.142$ per
applicable billing increment for all calls plus a call set up charge of $\$ 0.50$.
*Example: If the current rate of a customer to which the provisions of this section apply is $\$ 0.079$ per applicable billing increment, the FAIR rate is $\$ 0.179$ per billing increment, including the minimum billing increment. MAC adjusted rates appear on Customer's next immediate invoice following the second consecutive invoice whose charges are below the MAC threshold). Customers may request suspension of further MAC charges in accordance with paragraphs E. 1 and E. 2 following (i.e., Customer will be returned to the previous rate plans applicable to its services prior to its charges falling below the MAC threshold).

# * ALL MATERIAL ON THIS SHEET IS NEW * <br> <br> RATE SCHEDULE O <br> <br> RATE SCHEDULE O <br> "SIGNATURE" SERVICE OFFERINGS 

## 011 Communications Service (Cont'd)

## Miscellaneous Charges (Cont'd)

## E. Minimum Account Charges ("MACs") (Cont’d)

## 1. Reinstatement Option A

After receiving direct notice from Company's Customer Care Department or through receipt of the invoice for MAC rates, Customer may request reinstatement of its previous rate plans by committing to a minimum level of service of $\$ 40.00$ per month (inclusive of all services - interstate, intrastate, intraLATA and/or international). If Customer's service charges equal or exceed $\$ 40.00$ for the period covered by the invoice immediately succeeding Customer's reinstatement request (the "reinstatement invoice"), Customer will be rated pursuant to its rate plans as applied prior to having qualified for the MAC rates. Should Customer fail after reinstatement to meet said commitment on a monthly going-forward basis, and/or again fail to reach the MAC threshold of charges over any two subsequent consecutive invoices, all applicable MAC charges would be reinstated and billed on the next immediately following invoice.

## 2. Reinstatement Option B

After receiving direct notice from Company's Customer Care Department or through receipt of the invoice for MAC rates, Customer may request reinstatement of its previous rate plans by committing to a minimum level of service of $\$ 40.00$ per month (inclusive of all services - interstate, intrastate, intraLATA and/or international). If Customer's service charges equal or exceed $\$ 20.00$ for the period covered by the invoice immediately succeeding Customer's reinstatement request (the "reinstatement invoice"), for the reinstatement and following invoice (two invoices), Customer will be rated pursuant to its rate plans as applied prior to having qualified for the MAC rates and charged a monthly fee of $\$ 4.95$. Any Customers whose rates have been reinstated as provided herein shall continue to receive said rates so long as each subsequent invoice meets the $\$ 20.00$ service rate threshold and the monthly fee of $\$ 4.95$ is paid on a timely basis. Should Customer fail after reinstatement to meet said commitment on a monthly going-forward basis, and/or again fail to reach the MAC threshold of charges over any two subsequent consecutive invoices, all applicable MAC charges would be reinstated and billed on the next immediately following invoice.

## RATE SCHEDULE O

## "SIGNATURE" SERVICE OFFERINGS

## 011 Communications Service (Cont'd)

## Miscellaneous Charges (Cont'd)

## F. Mid-level Account Charges ("MACII")

A Customer's tariffed 1+ and toll free access rates will be adjusted whenever the aggregate of the Customer's charges for all services (including interstate, intrastate, intraLATA, international and calling card services, but exclusive of fees, assessments, taxes and surcharges) for any two consecutive invoices after Customer's first two consecutive invoices are at least $\$ 20.00$, but not more than $\$ 39.99$ per invoice ("MACII threshold"). MACII adjusted rates also apply to all periods of service for Customers qualifying as a Company "save" or "winback" Customer.

Tariffed Rates MACII Adjusted Rates
$1+$ and toll free access services
plus $\$ 0.10$ per applicable billing increment.* $\quad$ Tariffed rated

InterLATA and IntraLATA
Save/Winback Customers @ \$0.059
Save/Winback Customers @ $\$ 0.079$
*Example: If the current rate of a customer to which the provisions of this section apply is normally $\$ 0.079$ per applicable billing increment, the MACII adjusted rate is $\$ 0.179$ per billing increment, including the minimum billing increment. The applicable billing increment for MACII adjusted rates is 60 seconds or a full minute. MACII adjusted rates appear on Customer's next immediate invoice following the second consecutive invoice whose charges are below the MACII threshold. Customers may request suspension of further MACII charges in accordance with Reinstatement Option A or Reinstatement Option B following (i.e., Customer will be returned to the previous rate plans applicable to its services prior to its charges falling below the MACII threshold).

## 1. Reinstatement Option A

After receiving direct notice from Company's Customer Care Department or through receipt of the invoice for MACII rates, Customer may request reinstatement of its previous rate plans by committing to a minimum level of service of $\$ 40.00$ per month (inclusive of all services - interstate, intrastate, intraLATA and/or international). If Customer's service charges equal or exceed $\$ 40.00$ for the period covered by the invoice immediately succeeding Customer's reinstatement request (the "reinstatement invoice"), Customer will be rated pursuant to its rate plans as applied prior to having qualified for the MACII rates. Should Customer fail after reinstatement to meet said commitment on a monthly going-forward basis, and/or again fail to exceed the MACII ceiling of $\$ 39.99$ in total charges over any two subsequent consecutive invoices, the MACII adjusted charges would be reinstated and billed on the next immediately following invoice.

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Tariff Administrator

# * ALL MATERIAL ON THIS SHEET IS NEW * <br> RATE SCHEDULE O <br> "SIGNATURE" SERVICE OFFERINGS 

## 011 Communications Service (Cont'd)

## Miscellaneous Charges (Cont'd)

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

## 2. Reinstatement Option B

After receiving direct notice from Company's Customer Care Department or through receipt of the invoice for MACII rates, Customer may request reinstatement of its previous rate plans by committing to a minimum level of service of $\$ 40.00$ per month (inclusive of all services - interstate, intrastate, intraLATA and/or international). If Customer's service charges equal or exceed $\$ 20.00$ for the period covered by the invoice immediately succeeding Customer's reinstatement request (the "reinstatement invoice"), for the reinstatement and following invoice (two invoices), Customer will be rated pursuant to its rate plans as applied prior to having qualified for the MACII rates and be charged a monthly fee of $\$ 4.95$. Any Customers whose rates have been reinstated as provided herein shall continue to receive said rates so long as each subsequent invoice meets the $\$ 20.00$ service rate threshold and the monthly fee of $\$ 4.95$ is paid on a timely basis. Should Customer fail after reinstatement to meet said commitment on a monthly goingforward basis, and/or again fail to reach the MACII threshold of charges over any two subsequent consecutive invoices, the MACII adjusted charges would be reinstated and billed on the next immediately following invoice.

## RATE SCHEDULE O

"SIGNATURE" SERVICE OFFERINGS

## 011 Communications Service (Cont'd)

## Miscellaneous Charges (Cont'd)

G. Monthly Service Fee

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

## \$2.95/Month/Main Billed Telephone Number

## H. Monthly Minimum Charge

Each 011 Communications customer at the second invoice and each subsequent invoice during the service term is subject to the following minimum usage requirement.
\$20.00/Month

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

# * All Material On This Sheet Is New. * <br> <br> RATE SCHEDULE O <br> <br> RATE SCHEDULE O <br> <br> "SIGNATURE" SERVICE OFFERINGS 

 <br> <br> "SIGNATURE" SERVICE OFFERINGS}

## 011 Communications Service (Cont'd)

## Customer Loyalty Plans

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

The following terms and conditions must exist for any CLP to be valid.
A. CLPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.
B. A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CLP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CLP must demonstrate the existence of circumstances substantially and materially like those which justified the CLP as tariffed.
C. An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CLP may, nonetheless, be able to qualify for a different or new CLP tailored to that Customer's circumstances.
D. CLPs I and II 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 011 Communications, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Schedule O.
F. All of the conditions set forth in herein must exist in order to qualify for the following Customer Loyalty Plans. 011 Communications shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with 011 Communications. Additional terms and/or conditions, such as term or volume commitments may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by 011 Communications prior to institution of the first billing for services under the applicable Customer Loyalty Plans.

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Tariff Administrator

Date Filed: September 1, 1999
Effective: September 9, 1999 Resolution No.

## RATE SCHEDULE O

## "SIGNATURE" SERVICE OFFERINGS

## 011 Communications Service (Cont'd)

## Customer Loyalty Plans (Cont'd)

G. Customer Loyalty Plans. Customers may select one of the following Customer Loyalty Plans:

Customer Loyalty Plan I. 011 Communications Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth herein will receive a credit on their 13th invoice as provided following.

1. For each twelve invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive twelve-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
2. Eligibility. To be eligible for the 13 th invoice free bonus, each Customer must:
a. have initiated service under 011 Communications;
b. have no record of nonpayment in any of the preceding consecutive twelve-month period of service;
c. have received twelve consecutive and uninterrupted invoices over the preceding twelvemonth period;
d. have selected the 13 th invoice free bonus incentive prior to the first day in the period of service covered by Customer's thirteenth invoice; and
e. pay all charges rendered in Customer's thirteenth invoice in excess of the amount of the applicable credit as calculated under Paragraph 1 preceding.

Customer Loyalty Plan II. 011 Communications Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth herein will receive a credit on their 9th invoice as provided following.

1. For each eight invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive eight-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
2. Eligibility. To be eligible for the 9th invoice free bonus, each Customer must:
a. have initiated service under 011 Communications;
b. have no record of nonpayment in any of the preceding consecutive twelve-month period of service;
c. have received eight consecutive and uninterrupted invoices over the preceding eightmonth period;
d. have selected the 9th invoice free bonus incentive prior to the first day in the period of service covered by Customer's ninth invoice; and
e. pay all charges rendered in Customer's ninth invoice in excess of the amount of the applicable credit as calculated under Paragraph 1 preceding.

## RATE SCHEDULE O

## "SIGNATURE" SERVICE OFFERINGS

## 011 Communications Service (Cont'd)

## Customer Loyalty Plans (Cont'd)

G. Customer Loyalty Plans (Cont'd)

Market "Win" Offering. Whenever necessary to induce an order for new service or to "save" or "winback" an existing Customer, Company will offer the following "Market Win" rates.

| First 60 Seconds <br> or Fraction | Each Additional 60 Seconds <br> or Fraction |
| :--- | :--- |
| $\$ 0.059$ | $\$ 0.059$ |

H. Billing Option. Where Company determines that in order to save or winback a customer otherwise qualifying for Company's 011 Communications Service and its associated Customer Loyalty Plans, Company may base its rates on a minimum call duration having a different value from the standard minimum call duration set forth under "Rate Description" in this Rate Schedule O. Additional terms and/or conditions, such as term and/or volume commitments may apply. In such event, the non-standard billing increment and such other terms and/or conditions shall be tariffed by Company prior to institution of the first billing for services under the non-standard billing increments as provided herein.
I. International Plan Customers. The rates under this tariff for 011 Communications service for Customers participating in Company's Arcadia International Plan under Section 10.1.6.1.10 of Company's Tariff F.C.C. No. 3, or under the Burbank International or Covina International Plans as set forth respectively in Sections 10.1.10 and 10.1.11 of Company's Tariff F.C.C. No. 3 (hereinafter "International Plan Customer"), shall be adjusted as follows:

| Tariff Rates | International Plan Adjusted Rates |
| :--- | :--- |
| $1+$ and Toll Free Access Services | 1+ and Toll Free Access Services |
| $@ \$ 0.059$ per applicable billing increment | @ $\$ 0.079$ per applicable billing increment |

J. Companion Federal Rate Guarantee. For a customer who maintains eligibility for and receives service under the Company's 011 Communications Service, the minimum and incremental call unit rates for intrastate calls under this tariff are guaranteed for the same number of invoices, i.e., 6 invoices, as the number of invoices guaranteed under Company's 011 Communications Service for intrastate 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 order.
K. Qualified Minimum Monthly Advantage (QMMA). When Company determines that in order to save or winback a Customer othewise qualifying for Company's 011 Communications service, at Customer's option, Company will reduce the Monthly Minimum Usage to $\$ 10.00$. Any Customer saved or wonback pursuant to this QMMA remains eligible for the Advantage Card Service set forth following, but cannot qualify for Advantage Card Service II set forth following.

## RATE SCHEDULE O

## "SIGNATURE" SERVICE OFFERINGS

## 011 Communications Service (Cont'd)

Customer Loyalty Plans (Cont'd)
L. The 8/14-50 Service Credit. Each 011 Communications Customer meeting the eligibility requirements set forth in Eligibility following, shall receive a $8 / 14-50$ Service Credit calculated in accordance with the following provisions.

The 8/14-50 Credit Calculation. Upon completion of a customer's first seven and then its first thirteen months of consecutive uninterrupted service, credits shall be calculated equal to fifty percent ( $50 \%$ ) of the averages of the Customer's monthly usage (excluding fees, taxes, surcharges, assessments, and similar charges). The credit appearing in the customer's eighth invoice shall be calculated at $50 \%$ of the average of charges billed in the second through seventh invoices and the credit appearing in the customer's fourteenth invoice shall be calculated at $50 \%$ of the average of charges billed in the second through thirteenth invoices.

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

## RATE SCHEDULE O

## "SIGNATURE" SERVICE OFFERINGS

## 011 Communications Service (Cont'd)

## Customer Loyalty Plans (Cont'd)

M. Credit Series for 5th, 11th, 17th, and 23rd Invoices

1. Description. New Customers who meet the eligibility requirements set forth below will receive a series of credits that must be accumulated consecutively through their 5th, 11 th, 17 th, and 23 rd invoices. Each credit when earned will be issued in the invoice immediately following the last invoice in the applicable credit series, namely in the 6th, 12th, 18th, and 24th invoices.
2. Credit. Exclusive of calling card charges, fees, taxes, surcharges, assessments, and similar charges, a series of credits equal to the average of the number of previous months' service charges in the applicable qualifying service period shall be issued, first, for the consecutive 5-month period preceding Customer's 6th invoice; second, for the consecutive 11-month period preceding Customer's 12th invoice; third, for the consecutive 17-month period preceding Customer's 18th invoice; and fourth, for the consecutive 23-month period preceding Customer's 24th invoice. Subject to Paragraph 3 following, credits are calculated based on the total of all qualifying service charges incurred for the first period of service through and including the last

## RATE SCHEDULE O

## "SIGNATURE" SERVICE OFFERINGS

## 011 Communications Service (Cont'd)

## Customer Loyalty Plans (Cont'd)

M. Credit Series for 5th, 11th, 17th, and 23rd Invoices (Cont'd)
3. Eligibility. To be eligible for credits, each Customer must: have completed the months of service needed to qualify for the applicable credit in the series of service periods, e.g., 5 months for the first credit issued in the 6th invoice; 11 months for the second credit issued in the 12 th invoice and so on; have current usage which exceeds the established minimum monthly usage levels for the applicable service as set forth in Section H , Miscellaneous Charges, preceding, in this Rate Schedule O; no 60-day or longer outstanding unpaid balance equal to or greater than $\$ 5.00$ during that period of service to which the credit applies; have received first 5, 11,17 , and then 23 additional consecutive and uninterrupted invoices during the preceding twenty-threemonth period; have selected and agreed to the terms of this credit 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 and related twelfth, eighteenth, and twenty-fourth invoices in excess of the amount of the applicable credit as calculated under Paragraph 2, preceding.

To confirm eligibility and to activate the credit series offer, Customer must initiate contact with Company's Customer Care on any day in the final month of service covered by Customer's qualifying series of invoices, but no later than the next to last day in the final month for the applicable series. A Customer who meets and continues to meet all other Eligibility requirements except that it does not initiate contact with Customer Care to activate the promotion until a date subsequent to the last day in the final month of service covered by Customer's qualifying series of invoices, will still be entitled to receive the credits for any subsequent series of invoices (e.g., the 12th, 18th, and 24th invoices) provided that at least one Customer initiated contact with Customer Care has been made. Customer will not retroactively receive a credit for any invoices in the applicable series of invoices generated by Company prior to the initial Customer initiated contact.

Example: A Customer who meets all other eligibility requirements, except that it does not initiate the required contact with Customer Care prior to the last day in the final month of service covered by Customer's qualifying series of invoices, calls Customer Care to activate the promotion two weeks later. The Customer will receive credits calculated according to Paragraph 2, preceding, for the 11th, 17th, and 23rd invoices; but will not retroactively receive the 5 th invoice credit to which it would otherwise have been entitled.
4. Limitations and Disclaimers. This offer may not be combined with any other offer except as expressly authorized herein. Customers choosing this Credit Series remain eligible for the Referral Credit under section 10.2.7.13 of Company's Tariff F.C.C. No. 4.

Customers must remain subscribed to Company service for the entire 30-day period of each month that credit is given.

Advice Letter No. 74
Decision No. 92-02-007
U-5251-C

Issued By:
Tariff Administrator

Effective: January 18, 2001 Resolution No.

## RATE SCHEDULE O

## "SIGNATURE" SERVICE OFFERINGS

## 011 Communications Service (Cont'd)

## Advantage Card Service (ACS)

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth following. Each ACS Customer who maintains its eligibility is entitled to free calling card calling up to $\$ 20.00$ per month commencing with Customer's first invoice if the ACS Customer incurs ACS charges in the service period covered by the first invoice, otherwise in the second invoice, and in either event the credit applies through and ending with Customer's seventh invoice ("Fixed Advantage Calling"). An additional allowance of free calling card calling is provided equal to $50 \%$ of the average monthly charges incurred for the ACS Customer's non-calling card calling billed in the Customer's 2nd through 7th invoices following Customer commencement of service as an ACS Customer ("Bonus Advantage Calling").
A. Eligibility.

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

1. ACS is offered only in conjunction with Company's interstate and international companion ACS offerings as tariffed with the FCC.
2. If earned, as specified above, the ACS Fixed Advantage Calling will be reflected in Customer's first or second through seventh invoices following commencement of ACS service and the ACS Bonus Advantage Calling will be reflected in Customer's eighth invoice following commencement of ACS service.
3. ACS Calling Advantages are not available with any other promotional offering or any "save/winback" program offered by Company except as provided herein following.
4. Each month's ACS Fixed Advantage Calling is noncumulative (cannot be carried over to any following month or otherwise accumulated).

## RATE SCHEDULE O

## "SIGNATURE" SERVICE OFFERINGS

## 011 Communications Service (Cont'd)

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

B. Limitations and Disclaimers - General (Cont'd)
5. Subject to and in accordance with the Customer Loyalty Plans provisions preceding, and the eligibility requirements 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 under "Eligibility" preceding.
6. An ACS Customer must complete a minimum service term of seven (7) invoices with no delinquencies and no bill cycle interruptions in order for its eighth invoice to reflect the applicable Bonus Advantage Calling.
7. An ACS Customer whose service is terminated for cause or which voluntarily terminates Company's service prior to the completion of its minimum service term forfeits all unused credits.
C. Limitations and Disclaimers - Shortfalls.

The provisions of the 011 Communications Monthly Minimum Charge apply to the non-calling card charges of an ACS Customer, however, the application of the shortfall provisions of the 011 Communications Monthly Minimum Charge will not reduce the Fixed Advantage earned for calling card calls and the Customer will be credited with any calling card usage in excess of the total Fixed Advantage available if earned.

Example 1: An ACS Customer is billed $\$ 12$ for $1+$ calling in the month of May and makes $\$ 18$ worth of calling cards in the same month. The Customer will receive full credit in its June invoice for the $\$ 18$ of calling card calls and be assessed a shortfall of $\$ 8$ pursuant to the provisions of the 011 Communications Monthly Minimum Charge preceding.

Example 2: An ACS Customer is billed $\$ 7$ for $1+$ calling in the month of October and makes $\$ 26$ worth of calling cards in the same month. The Customer will receive full credit (\$20) in its November invoice for the $\$ 26$ of calling card calls and will be credited with $\$ 6$ in excess of the calling card usage so that the shortfall assessed pursuant to the provisions of the 011 Communications Monthly Minimum Charge preceding will be reduced to $\$ 7$ ( $\$ 20$ minimum in $1+$ usage - $\$ 7$ used $=\$ 13$ shortfall $-\$ 6$ in excess calling card usage $=\$ 7$ shortfall under the 011 Communications Monthly Minimum Charge and this Section C).

Example 3: An ACS Customer is billed $\$ 9$ for $1+$ calling in the month of February and makes $\$ 44$ worth of calling cards in the same month. The Customer will receive full credit (\$20) in its March invoice for the $\$ 44$ of calling card calls and will not be assessed any shortfall under the provisions of the 011 Communications Monthly Minimum Charge preceding.

Advice Letter No. 51
Decision No. 92-02-007
U-5251-C

[^3]
# * ALL MATERIAL ON THIS SHEET IS NEW * 

## RATE SCHEDULE O

"SIGNATURE" SERVICE OFFERINGS

## 011 Communications Service (Cont'd)

Advantage Card Service (ACS) (Cont'd)
D. Reinstatement.

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

The calling card rates set forth in this Schedule O apply to ACS calling card calls.

# RATE SCHEDULE O <br> "SIGNATURE" SERVICE OFFERINGS 

## 011 Communications Service (Cont'd)

## Advantage Card Service II (ACS II)

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

## A. Eligibility

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

## RATE SCHEDULE O

## "SIGNATURE" SERVICE OFFERINGS

## 011 Communications Service (Cont'd)

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

## B. Limitations and Disclaimers - General

1. ACS II is offered only in conjunction with Company's interstate and international companion ACS II offerings as tariffed with the FCC.
2. If earned, as specified above, the ACS II Fixed Advantage Calling will be reflected in Customer's first or second and each subsequent invoice following commencement of ACS II service and the ACS II Bonus Advantage Calling will be reflected in Customer's eighth invoice following commencement of ACS II service.
3. ACS II Calling Advantages are not available with any other promotional offering or any "save/winback" program offered by Company except as provided in 5 following.
4. Each month's ACS II Fixed Advantage Calling is noncumulative (cannot be carried over to any following month or otherwise accumulated).
5. Subject to and in accordance with the provisions of the 011 Communications Customer Loyalty Plan and Subsection F thereof preceding, and Section A, Eligibility, preceding, ACS II service may be offered to counter a competitive offer that would cause or has caused any Customer to select another carrier for its services, that is, ACS II service may be offered to "save" or "winback" such Customers; provided that at the time Customer is "saved" or "wonback," Customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required by Section A, Eligibility, preceding.
6. An ACS II Customer must complete a minimum service term of seven (7) invoices with no delinquencies and no bill cycle interruptions in order for its eighth invoice to reflect the applicable Bonus Advantage Calling.
7. An ACS II Customer whose service is terminated for cause or which voluntarily terminates Company's service prior to the completion of its minimum service term forfeits all unused credits.
prior to the completion of its minimum service term forfeits all unused credits.

# * ALL MATERIAL ON THIS SHEET IS NEW * <br> RATE SCHEDULE O <br> "SIGNATURE" SERVICE OFFERINGS 

## 011 Communications Service (Cont'd)

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

## C. Limitations and Disclaimers - Shortfalls

The provisions of "Monthly Minimum Charge," under Miscellaneous Charges, Subsection H, preceding, apply to the non-calling card charges of an ACS II Customer, however, the application of the shortfall provisions of Miscellaneous Charges, Subsection H, Monthly Minimum Charge, will not reduce the Fixed Advantage earned for calling card calls and the Customer will be credited with any calling card usage in excess of the total Fixed Advantage available if earned.

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

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

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

# * ALL MATERIAL ON THIS SHEET IS NEW * <br> <br> RATE SCHEDULE O <br> <br> RATE SCHEDULE O <br> "SIGNATURE" SERVICE OFFERINGS 

## 011 Communications Service (Cont'd)

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

## D. Reinstatement

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

## E. Rates

The Calling Card rates set forth in 011 Communications Service, Usage Sensitive Charges, Subsection C, apply to ACS II calling card calls.

# * ALL MATERIAL ON THIS SHEET IS NEW * 

## RATE SCHEDULE P

INETBA "E-SERVICE"

## INETBA "E-Service"

INETBA E-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 business which orders Company's Internet Web page design and hosting services and who meets all other eligibility requirements set forth in this tariff for INETBA E-Service is eligible for INETBA E-Service. INETBA E-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.

For informational purposes, the terms and conditions of Company's Internet Services most significantly related to Company's tariffed interexchange telecommunications services, namely, Company's Web page design, Web page hosting and domain name registration services (collectively, Company's "Internet Services") are set forth following.
A. Internet Services are available to customers of Company's interexchange telecommunications services as tariffed herein and to other end users.
B. A non-recurring set up charge applies which may be waived pursuant to promotional offers provided by the Company, which if such promotions involve tariffed services will be tariffed herein prior to their effectiveness.

$$
\text { Internet Service Set-Up Charge } \quad \$ 499.00
$$

C. A recurring charge for Internet Web page hosting services applies as follows.

$$
\begin{array}{ll}
\text { Standard Hosting Charge } & \$ 69.95 / \text { month } \\
\text { Discounted Hosting Charge } & \$ 39.95 / \text { month* }
\end{array}
$$

* Customer required to take Company's tariffed interexchange telecommunications services.
D. Subject to E following, no charge is made for customers of Company's Internet Services for registering a customer's domain name.
E. Termination charges apply to any combined tariffed and Internet Services customer canceling its tariffed telecommunications services during the first 12 months following its service commencement date.*


## Termination Charges

Web Site Set Up
\$249.00

Domain Name Registration
\$ 70.00

* Subscribers may cancel without termination fees or penalties any new tariffed or contract service within 30 days after the new service is initiated. This does not relieve the Customer from payment for per-use and normal recurring charges applicable to the service incurred before canceling, or for the reasonable cost of work done on Customer Premises prior to service cancellation.


## RATE SCHEDULE P

## INETBA "E-SERVICE"

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

All INETBA E-Service offerings ( $1+$, toll free access and calling card) are billed in standard call duration increments featuring a Minimum Call Unit of 30 Seconds and Incremental Call Units of 6 seconds which are rounded to the next highest full billing increment of 30 or 6 seconds as applicable.
A. Eligibility. To be eligible for INETBA E-Service, a customer must not have had its account with any carrier canceled for nonpayment of charges, must not have a history of late payment of charges at any time during the 12-month period preceding customer's service commencement date with Company, and must have originated and terminated usage within this state within the 30-day period preceding customer's service commencement date with Company.
B. INETBA E-Service Terms and Conditions. Each term and condition of this Schedule P and Company's Tariff F.C.C. No. 4, including specific eligibility provisions, apply and serve to qualify the availability and continuation of a customer's usage rate guarantee as set forth herein.
C. Companion Federal Rate Guarantee.
A. For a customer who maintains eligibility for and receives service under the INETBA E-Service, the rates are guaranteed for the same number of invoices, i.e., 12 invoices for customers whose peak/business day interstate usage rates are $\$ 0.069$ to $\$ 0.149$ ( 6 invoices for any customer whose peak/business day interstate usage rate is $\$ 0.059$ ), as the number of invoices guaranteed under Company's INETBA E-Service for interstate calls as provided in Company's Tariff F.C.C. No. 4. Calling card services are not eligible for this rate guarantee. To qualify, the customer must contact the Company and have verified that the customer received a bona fide comparable competitive offer.
B. Calling Card services are not eligible for this rate guarantee.

Issued By:
Tariff Administrator

Date Filed: March 2, 2001
Effective: March 9, 2001
Resolution No.

## RATE SCHEDULE P

## INETBA "E-SERVICE"

## INETBA E-Service - Graduated Rate Categories

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

Table 1

| Rate Plan | Rate Category |
| :--- | :--- |
| Basic Q | VIII |
| Classic Q/Classic 2 | VII |
| Classic 1 | VI |
| Universal | V |
| Prime 2 | IV |
| Prime 1 | III |
| Super 1 | II |
| Super 2 | I |

B. Any Rate Category I-VI customers in service on or before October 15, 2019, 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 January 15, 2020, that are reflected on invoices rendered on or after February 15, 2020.

C. Any Rate Category VII customers in service on or before October 15, 2019, 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 VIII effective for all calls on or after January 15, 2020, that are reflected on invoices rendered on or after February 15, 2020.
D. Reserved for Future Use.

Date Filed: December 15, 2019
Effective: January 15, 2020
Resolution No. $\qquad$

## RATE SCHEDULE P

INETBA "E-SERVICE"

## INETBA E-Service Rates

Subject to Rates for Calls Terminated to a Mobile Phone or Pager contained herein, the following INETBA rate plans for interLATA and intraLATA $1+$ and toll free access service are offered.

## Basic Q Rate Plan

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

|  | Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0381$ | $\$ 0.0127$ |
| Off-Peak/Non-Business Day | $\$ 0.0381$ | $\$ 0.0127$ |

## Classic Q/Classic 2 Rate Plan

Except as provided in the Rate Plan Adjustments for Non-Calling Plan Customers, Section A, following, in this Schedule P, rate is available to all customers whose minimum monthly intrastate usage is $\$ 5.00$ or less at the following rates:

Peak/Business Day (Z)
Off-Peak/Non-Business Day

| Minimum Call Unit <br> or Fraction-18 Secs. | Incremental Call Unit |
| :--- | :--- |
| $\$ 0.0297$ | or Fraction-6 Secs. |
| $\$ 0.0297$ | $\$ 0.0099$ |
|  | $\$ 0.0099$ |

## Classic 1 Rate Plan

Except as provided in the Rate Plan Adjustment for Non-Calling Plan Customers, Section B, in this Schedule P, Classic 1 rates are provided to customers whose minimum monthly intrastate usage is over $\$ 10.00$ at the following rates:

Peak/Business Day
Off-Peak/Non-Business Day

| Minimum Call Unit <br> or Fraction-18 Secs. | Incremental Call Unit <br> $\$ 0.0267$ <br> or Fraction - 6 Secs. |
| :--- | :--- |
| $\$ 0.0267$ | (R) |

## Universal Rate Plan

Except as provided in the Rate Plan Adjustment for Non-Calling Plan Customers, Section B, in this Schedule P, Universal rates are provided to customers whose minimum monthly intrastate usage is over $\$ 15.00$ at the following rates:

|  | Minimum Call Unit or Fraction-18 Secs. |  | Incremental Call Unit or Fraction - 6 Secs. |
| :---: | :---: | :---: | :---: |
| Peak/Business Day | \$0.0237 | (R) | \$0.0079 |
| Off-Peak/Non-Business Day | \$0.0237 | (R) | \$0.0079 |

## RATE SCHEDULE P

INETBA "E-SERVICE"

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

## Prime 2 Rate Plan

Except as provided in the Rate Plan Adjustment for Non-Calling Plan Customers, Section B, in this Schedule P, Prime 2 rates are provided to customers whose minimum monthly intrastate usage is over $\$ 20.00$ at the following rates:

|  | Minimum Call Unit <br> or Fraction-18 Secs. |  | Incremental Call Unit <br> or Fraction - 6 Secs. |
| :--- | :--- | ---: | :--- |
|  | $\$ 0.0207$ | (R) | $\$ 0.0069$ |
| Peak/Business Day | $\$ 0.0207$ | (R) | $\$ 0.0069$ |

## Prime 1 Rate Plan

Except as provided in the Rate Plan Adjustment for Non-Calling Plan Customers, Section B, in this Schedule P, Prime 1 rates are provided to customers whose minimum monthly intrastate usage is over $\$ 25.00$ at the following rates:

|  | Minimum Call Unit <br> or Fraction-18 Secs. | Incremental Call Unit <br> or Fraction - 6 Secs. |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0177$ | $\$ 0.0059$ |
| Off-Peak/Non-Business Day | $\$ 0.0177$ | $\$ 0.0059$ |

## Super 1 Rate Plan

Except as provided in the Rate Plan Adjustment for Non-Calling Plan Customers, Section B, in this Schedule P, Super 1 rates are provided to customers whose minimum monthly interstate usage is over $\$ 30.00$ at the following rates:

|  | Minimum Call Unit <br> or Fraction-18 Secs. | Incremental Call Unit |  |
| :--- | :--- | ---: | :--- |
| $\$ 0.0147$ (R) or Fraction -6 Secs. |  |  |  |
| Peak/Business Day | $\$ 0.0147$ | (R) | $\$ 0.0049$ |
| Off-Peak/Non-Business Day |  | $\$ 0.0049$ |  |

## Super 2 Rate Plan

Except as provided in the Rate Plan Adjustment for Non-Calling Plan Customers, Section B, in this Schedule P, Super 2 rates are provided to customers whose minimum monthly intrastate usage is over $\$ 35.00$ at the following rates:

|  | Minimum Call Unit <br> or Fraction-18 Secs. |  | Incremental Call Unit |
| :--- | :--- | ---: | :--- |
| $\$ 0.0117$ (R) or Fraction - 6 Secs. |  |  |  |
| Peak/Business Day | $\$ 0.0117$ | (R) | $\$ 0.0039$ |
| Off-Peak/Non-Business Day |  | $\$ 0.0039$ |  |

## RATE SCHEDULE P

INETBA "E-SERVICE"

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

Rates (Cont'd)

## Rate Plan Adjustments for Non-Calling Plan Customers

A. Subject to the Save/Winback Off-Peak/Non-Business Day Adjustments following, the off-peak/non-business rates preceding for Classic Q/Classic 2 Rate Plan customers, whose service is not part of an unexpired term, rate guarantee or similar calling plan, not subject to treatment procedures, and whose rates have not been changed in any of the four invoices preceding October 4,2000 , shall be uniformly rated at the Basic Q rate plan as set forth preceding.
B. Subject to the Save/Winback Off-Peak/Non-Business Day Adjustments following, the off-peak/non-business rates preceding for all other customers, whose service is not part of an unexpired term, rate guarantee or similar calling plan, not subject to treatment procedures, and whose rates have not been changed in any of the four invoices preceding October 4, 2000, shall be uniformly rated at the Classic Q/Classic 2 rate plan as set forth preceding.

## Rate Plan Adjustment for Customers Billing $\mathbf{\$ 5 0 . 0 0}$ or Less

A. Any Rate Category 1-6 customer (as defined in Table 1) in service before August 30, 2001, whose services are not part of an unexpired term plan or usage rate guarantee and which are not subject to treatment procedures, and who billed $\$ 50.00$ or less in intrastate calling charges on their November invoice, shall have their peak/business day rates adjusted upward by two Rate Categories effective December 1, 2001.
B. Any Rate Category 7 customer (as defined in Table 1) in service before August 30, 2001, whose services are not part of an unexpired term plan or usage rate guarantee and which are not subject to treatment procedures, and who billed $\$ 50.00$ or less in intrastate calling charges on their November invoice, shall have their peak/business day rates adjusted to Rate Category 8 effective December 1, 2001.

## * ALL MATERIAL ON THIS SHEET IS NEW. *

## RATE SCHEDULE P (Cont’d)

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

## Limited-Class Switched Rates

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

## A. D-1Rate Plan

D-1 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 <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0177$ | $\$ 0.0059$ |
| Off-Peak/Non-Business Day | $\$ 0.0177$ | $\$ 0.0059$ |

B. D-2 Rate Plan

D-2 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 <br> $\underline{\text { or Fraction }}$ | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0147$ | $\$ 0.0049$ |
| Off-Peak/Non-Business Day | $\$ 0.0147$ | $\$ 0.0049$ |

## C. D-3 Rate Plan

D-3 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 <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0117$ | $\$ 0.0039$ |
| Off-Peak/Non-Business Day | $\$ 0.0117$ | $\$ 0.0039$ |

## D. D-4 Rate Plan

D-4 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over $\$ 130.00$ at the following rates:

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

# * ALL MATERIAL ON THIS SHEET IS NEW. * 

## RATE SCHEDULE P (Cont’d)

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

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

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

## A. X-1 Rate Plan

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

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

## 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:

Peak/Business Day
Off-Peak/Non-Business Day

| Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- |
| $\$ 0.0117$ | $\$ 0.0039$ |
| $\$ 0.0117$ | $\$ 0.0039$ |

## RATE SCHEDULE P

## INETBA "E-SERVICE"

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

Rates for Calls Terminated to a Mobile Phone or Pager

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

|  | Minimum Call Unit <br> or Fraction-18 Secs. | Incremental Call Unit |
| :--- | :--- | :--- | :--- |
| $\$ 0.0447$ (R) | or Fraction-6 Secs. <br> Peak/Business Day | $\$ 0.0149$ |
| Off-Peak/Non-Business Day | $\$ 0.0447$ | $\$ 0.0149$ |

## INETBA E-Service Rates for Calling Cards

Rates for calling card calls are time of day sensitive.

Peak/Business Day
Off-Peak/Non-Business Day

| Minimum Call Unit | Incremental Call Unit <br> or Fraction-18 Secs. | or Fraction-6 Secs. |
| :--- | :--- | :--- |
| $\$ 0.0426$ | (R) | $\$ 0.0142$ |
| $\$ 0.0381$ | (R) | $\$ 0.0127$ |

## RATE SCHEDULE P

INETBA "E-SERVICE"

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** The material formerly appearing on this page now appears on page 16.23.1 **

## RATE SCHEDULE P

INETBA "E-SERVICE"

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

General Terms and Conditions. From time to time, rates may be tariffed or tariffed rates selected, a "Customer Advantage Plan" or "CAP," the purpose and/or design for which is to retain Company's competitive position by offering rates which are necessitated by competing offers received by or available to existing or potential Customers, which if not matched or bettered would result in the loss of an existing or potential Customer and/or in the reduction of traffic volume of a Customer. Customer confirmation of the competitive offer in writing may be required or the availability of a more favorable competitive rate may need to be confirmed from published tariffs, marketing materials or other public sources to establish a Customer's right to obtain a CAP. In order to respond to the competitive pricing initiatives of competitors, the following Customer Advantage Plan offerings are available for eligible Customers taking outbound and inbound equal access switched services of Company originated from and terminated to locations within this state whenever Company determines that but for the availability of these rates, Company will not retain an existing Customer ("save") or will not be able to winback a prior Customer already having switched its services to another carrier ("winback"). The following terms and conditions must exist for any CAP to be valid.
A. CAPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.
B. A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CAP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CAP must demonstrate the existence of circumstances substantially and materially like those which justified the CAP as tariffed.
C. An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CAP may, nonetheless, be able to qualify for a different or new CAP tailored to that Customer's circumstances.
D. CAPs are available for all published rates.
E. Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Schedule P.
F. All of the conditions set forth above must exist in order to qualify for the following Customer Advantage Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments, may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Advantage Plans.
G. To receive the Invoice Free CAPs pursuant to the following Customer Advantage Plans I through VII, a Customer must call Customer Care before the issuance date of each credit bearing invoice to verify Customer eligibility.

## RATE SCHEDULE P

## INETBA "E-SERVICE"

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

## Customer Advantage Plan I

INETBA E-Service Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 13th invoice as provided following.
A. For each twelve invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive 12-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
B. Eligibility. To be eligible for the 13 th invoice free bonus, each Customer must:

X have initiated service under INETBA E-Service;
X have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA E-Service;
X have no record of nonpayment in any of the preceding consecutive 12-month period of service;
X have received twelve consecutive and uninterrupted invoices over the preceding 12-month period;
X have selected the 13th invoice free bonus incentive prior to the first day in the period of service covered by Customer's 12th invoice; and
X pay all charges rendered in Customer's 12th invoice in excess of the amount of the applicable credit as calculated under A preceding.

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## RATE SCHEDULE P

## INETBA "E-SERVICE"

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

## Customer Advantage Plan II

INETBA E-Service Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9th invoice as provided following.
A. For each eight invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive eight-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
B. Eligibility. To be eligible for the 9 th invoice free bonus, each Customer must:

X have initiated service under the INETBA E-Service;
X have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA E-Service;
X have no record of nonpayment in any of the preceding consecutive eight-month period of service;
X have received eight consecutive and uninterrupted invoices over the preceding eight-month period;
X 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
X pay all charges rendered in Customer's eighth invoice in excess of the amount of the applicable credit as calculated under A preceding.

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## INETBA "E-SERVICE"

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

## Customer Advantage Plan III

INETBA E-Service Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9 th and 13th invoices as provided following.
A. For each eight and immediately succeeding four additional invoices of consecutive uninterrupted service (total of 12 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive eight month period preceding Customer's 9th invoice; and for the consecutive twelve-month period preceding Customer's 13th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit
B. Eligibility. To be eligible for the 9th and 13th invoice free bonuses, each Customer must:

X have initiated service under the INETBA E-Service;
X have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA E-Service;
X have no record of nonpayment in any of the preceding consecutive month qualifying periods (8 and 12 months) of service;
X have received first eight, then four additional consecutive and uninterrupted invoices over the preceding twelve-month period;
X have selected the 9th and 13th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eighth invoice; and
X pay all charges rendered in Customer's eighth and related twelfth invoice in excess of the amount of the applicable credits as calculated under A, preceding.

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## RATE SCHEDULE P

## INETBA "E-SERVICE"

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

## Customer Advantage Plan IV

INETBA E-Service Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9th and 18th invoices as provided following.
A. For each eight and immediately succeeding nine additional invoices of consecutive uninterrupted service (total of 17 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive eight month period preceding Customer's 9th invoice, and for the consecutive seventeenmonth period preceding Customer's 18th 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 9 th and 18 th invoice free bonuses, each Customer must:

X have initiated service under the INETBA E-Service;
X have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA E-Service;
X have no record of nonpayment in any of the preceding consecutive month qualifying periods (8 and 17 months) of service;
X have received first eight, then nine additional consecutive and uninterrupted invoices over the preceding seventeen-month period;
X have selected the 9th and 18th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eighth invoice; and
X pay all charges rendered in Customer's eighth and related seventeenth invoice in excess of the amount of the applicable credits as calculated under A, preceding.

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## RATE SCHEDULE P

## INETBA "E-SERVICE"

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

## Customer Advantage Plan V

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

X have initiated service under the INETBA E-Service;
X have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA E-Service;
X have no record of nonpayment in any of the preceding consecutive month qualifying periods (5 and 11 months) of service;
X have received first five, then six additional consecutive and uninterrupted invoices over the preceding eleven-month period;
X 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
X pay all charges rendered in Customer's fifth and related eleventh invoice in excess of the amount of the applicable credits as calculated under A, preceding.

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## RATE SCHEDULE P

## INETBA "E-SERVICE"

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

## Customer Advantage Plan VI

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

X have initiated service under the INETBA E-Service;
X have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA E-Service;
X have no record of nonpayment in any of the preceding consecutive month qualifying periods (5, 9 and 13 months) of service;
X have received first five, nine, and then thirteen additional consecutive and uninterrupted invoices over the preceding thirteen-month period;
X 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
X 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 A , preceding.

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# * ALL MATERIAL ON THIS SHEET IS NEW * 

## RATE SCHEDULE P

INETBA "E-SERVICE"

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

INETBA E-Service Customer Advantage Plan VII - Advantage Card Service (ACS)
Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in A.Eligibility 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").
A. 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).
B. Limitations and Disclaimers.

1. ACS is offered only in conjunction with Company's interstate and international companion ACS offerings as tariffed with the FCC.
2. The ACS Total Calling Advantage will be reflected in Customer's second invoice following commencement of ACS service.
3. 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.
4. Each month's ACS Total Calling Advantage is noncumulative (cannot be carried over to any following month or otherwise accumulated).

# * ALL MATERIAL ON THIS SHEET IS NEW * 

## RATE SCHEDULE P

INETBA "E-SERVICE"

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

INETBA E-Service Customer Advantage Plan VII - Advantage Card Service (ACS) (Cont'd)
B. Limitations and Disclaimers (Cont'd)
5. Subject to and in accordance with the eligibility requirements of A.Eligibility 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 A.Eligibility preceding.
6. An ACS Customer whose service is terminated for cause or which voluntarily terminates Company's service forfeits all unused credits.
C. 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.
D. Rates

The rates in "INETBA E-Service Rates for Calling Cards," preceding apply to the INETBA E-Service ACS service.

## RATE SCHEDULE P

## INETBA "E-SERVICE"

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

## Customer Advantage Plan VIII - Free Minutes

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

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

Company offers each existing Customer a single credit for each validated new customer referred to the Company by the existing Customer. The credit is applied to the existing Customer's charges incurred for services rendered under this tariff.
A. Eligibility. To qualify for this credit, an existing customer must supply Carrier with a new customer's proprietary network information ("CPNI") and either an (1) order for service sufficient to qualify as a valid written Letter of Agency ("LOA"); or (2) the name of the new customer's authorized representative to be contacted by Company's sales and marketing personnel within 90 days of Company's receipt of the designation of the authorized representative by the existing Customer. A new customer or its designated authorized representative must request service commencement within 30 days of the date of the written LOA or 30 days of the date Company's sales and marketing personnel contact with the new customer or its authorized representative.
B. Conditions. The CRCP shall vest only after the new customer referred by the existing Customer completes four consecutive months of service following the new customer's service commencement date without any late payment or other delinquency. Subject to Company's validation of the referred customer's compliance with the requirements of this Schedule, the CRCP shall appear on the existing Customer's 4th invoice following the service commencement date for the new customer.
C. Credit. Subject to "Eligibilty" and "Conditions", preceding, the referring existing Customer shall receive a credit equal to ten percent $(10 \%)$ of the new referred customer's service charges appearing on the final invoice rendered by the new referred customer's previous primary interexchange carrier, once validated by Company, and exclusive of any of the previous carrier's monthly fees, taxes, surcharges, assessments, or other such charges. The CRCP may not exceed $\$ 500.00$ per new referred customer.

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## RATE SCHEDULE P

INETBA "E-SERVICE"

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

Customer Advantage Plan X - "Thanks for Taking the Time" Promotion - 1
On and after February 29, 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.
A. Card Denominations. Under this promotion, Company's debit card is available in $\$ 25, \$ 50$, and $\$ 150$ denominations based on the end user's monthly volume of usage.

| Denomination |  |
| :--- | :--- |
|  |  |
| $\$ 25.00$ |  |
| $\$ 50.00$ |  |
| $\$ 150.00$ | $\$ 50.00-\$ 149.99$ |
|  | $\$ 150.00-\$ 249.99$ |

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

| Minimum Call Unit Value | Incremental Call Unit Value |
| :--- | :--- |
| @ 60 seconds or Fraction | $@ 60$ seconds or Fraction |

$\$ 0.142$
$\$ 0.142$
C. Availability. Company's TTT-1 service promotion is available on and after February 29, 2000 until August 29, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.
D. 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.

# * ALL MATERIAL ON THIS SHEET IS NEW * 

RATE SCHEDULE P

INETBA "E-SERVICE"

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

Customer Advantage Plan XI - "Thanks for Taking the Time" Promotion - 2 ("TTT-2")
On and after February 29, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" ("TTT-2") service promotion.
A. Card Denominations. Under this promotion, a Company debit card is available in a single $\$ 250$ denomination based on the end user's monthly volume of usage.

| Denomination | Monthly Usage Volume |
| :--- | :--- |
| $\$ 250.00$ | $\$ 250.00+$ |

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

| Minimum Call Unit Value | Incremental Call Unit Value |
| :--- | :--- |
| $@ 60$ seconds or Fraction | $@ 60$ seconds or Fraction |

$$
\$ 0.142
$$

$$
\$ 0.142
$$

C. Availability. Company's TTT-2 service promotion is available on and after February 29, 2000 until August 29, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.
D. Limitations. Company reserves the right to withdraw and/or terminate this promotion at any time prior to its sunset date; provided that any Customer which has received a TTT-2 Card prior to the sunset date or Company's discretionary withdrawal of the TTT-2 Card promotion shall receive service until its TTT Card calling capacity is exhausted by use or specified usage deadline. Each TTT-2 Card expires one (1) year from date of activation.
E. Second Card Availability. During the term of this promotional offering, a second TTT-2 Card in the same denomination listed in Section A, Card Denominations, preceding, will be made available to customers requesting and receiving Company's Website Design and Hosting Services as set forth in the INETBA "E- Service," preceding.

## RATE SCHEDULE P

## INETBA "E-SERVICE"

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

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

On and after July 17, 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 $\mathrm{S} \& \mathrm{~W}$ card is determined on a per-Customer basis.

Table

## Customer's Prior Month's 2.5 Factor Non-Calling Card Charges*

| $\$ 50.00$ | x 2.5 |
| :---: | :---: |
| 75.00 | x 2.5 |
| 90.00 | x 2.5 |
| 100.00 | x 2.5 |
| 150.00 | x 2.5 |
| 250.00 | x 2.5 |

S\&W Calling Card
Denomination (s)
\$125.00
187.50
225.00
250.00
$250.00+125.00$
$250.00+250.00+125.00$

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

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

| Minimum Call Unit <br> $@ 60$ seconds or Fraction | Incremental Call Unit <br> @ 60 seconds or Fraction |
| :--- | :--- |
| $\$ 0.142$ | $\$ 0.142$ |

2. Availability. Company's S\&W Card service promotion is available on and after July 17, 2000 until January 18, 2001 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

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## RATE SCHEDULE P

## INETBA "E-SERVICE"

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

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

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

Customer as listed under "Table," preceding, will be made available to any such customer which requests and receives Company’s Website Design and Hosting Services as set forth under "INETBA 'E-Service'" in this Rate Schedule P, preceding.

## RATE SCHEDULE P

INETBA "E-SERVICE"

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

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. INETBA 'Save" and 'Winback" Program

For Customers who qualify as either a "save" or "winback," the following intraLATA rate applies.

|  | Minimum Call Unit <br> or Fraction-18 Secs. | Incremental Call Unit <br> or Fraction - 6 Secs. |  |
| :--- | :--- | :--- | :--- |
| $\$ 0.0117$ (Z) | $\$ 0.0039$ <br> Peak/Business Day | $\$ 0.0117$ | $\$ 0.0039$ |

## C. Save/Winback Off-Peak/Non-Business Day Adjustment

Customers whose rates are adjusted pursuant to the Rate Plan Adjustments for Non-Calling Plan Customers, preceding, and who then qualify as a "save" or "winback" customer are eligible to be rerated to the rates, as applicable, prior to any applicable adjustment.

## RATE SCHEDULE P

## INETBA "E-SERVICE"

## Service Term Invoice Credit

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

## 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.

## Eligibility

To be eligible for the Service Term Invoice Free Credit, each customer must:
A. Have initiated service under an INETBA E-Service Plan;
B. Have current usage which exceeds the established minimum monthly usage levels for the applicable INETBA EService 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 preceding.

# * ALL MATERIAL ON THIS SHEET IS NEW * 

RATE SCHEDULE P
INETBA "E-SERVICE"

## 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 shall receive the Service Term Invoice Free Credit II.

## 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 ont he invoice in which the credit is applied.

## Eligibility

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

# * ALL MATERIAL ON THIS SHEET IS NEW * 

RATE SCHEDULE P

INETBA "E-SERVICE"

## Cross Over Special Service Offers

## 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

X 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.

X If earned, as specified in 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.

X This credit is not available with Company's Cross Over Credit Card offering set forth following.
X The COC is noncumulative (cannot be carried over to any following month or otherwise accumulated).

X 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.

# * ALL MATERIAL ON THIS SHEET IS NEW * 

## RATE SCHEDULE P

INETBA "E-SERVICE"

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

## 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

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

X The COCC card will be issued following Customer's commencement of service.
X This offer is not available with Company's 5\% credit offer set forth preceding.
X 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.

X 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 nonCOCC card services; and must have no bill cycle interruptions.

# * ALL MATERIAL ON THIS SHEET IS NEW * 

## RATE SCHEDULE P

INETBA "E-SERVICE"

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

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

B. (Cont'd)

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

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

X 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.

X 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.

Tariff Administrator

## RATE SCHEDULE P

INETBA "E-SERVICE"

## Miscellaneous Charges

Directory Assistance Charge $\quad \$ 1.25 /$ per call

## Toll Free Access Service (TFAS) Miscellaneous Charges

## A. Account Charge

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

Account Charge: $\$ 15.00$ Per Account, Per Month
B. Directory Listing Charge

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

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

## C. Remote Access Surcharge

A surcharge applies to all calls originated at payphones using a service access code.
Per Call: $\$ 0.69$

## D. Waiver of Charges

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

## RATE SCHEDULE Q <br> iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

## iVANTAGE NETWORK SOLUTIONS Service

iVANTAGE NETWORK SOLUTIONS 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 business which orders Company's Internet Web page design and hosting services and who meets all other eligibility requirements set forth in this tariff for iVANTAGE NETWORK SOLUTIONS service is eligible for iVANTAGE NETWORK SOLUTIONS service. iVANTAGE NETWORK SOLUTIONS 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.

For informational purposes, the terms and conditions of Company's Internet services most significantly related to Company's tariffed interexchange telecommunications services, namely, Company's Web page design, Web page hosting and domain name registration services (collectively, Company's "Internet services") are set forth following.
A. Internet services are available to customers of Company's interexchange telecommunications services as tariffed herein and to other end users.
B. A non-recurring set up charge applies which may be waived pursuant to promotional offers provided by the Company, which if such promotions involve tariffed services will be tariffed herein prior to their effectiveness.

$$
\text { Internet Service Set-Up Charge } \quad \$ 499.00
$$

C. A recurring charge for Internet Web page hosting services applies as follows.

```
Standard Hosting Charge
\$69.95/month
Discounted Hosting Charge
\$39.95/month*
```

*Customer required to take Company's tariffed interexchange telecommunications services.
D. Subject to E following, no charge is made for customers of Company's Internet services for registering a customer's domain name.
E. Termination charges apply to any combined tariffed and Internet Services customer canceling its tariffed telecommunications services during the first 12 months following its service commencement date. *

> Termination Charges

| Web Site Set Up | $\$ 249.00$ |
| :--- | :--- |
| Domain Name Registration | $\$ 70.00$ |

* Subscribers may cancel without termination fees or penalties any new tariffed or contract service within 30 days after the new service is initiated. This does not relieve the Customer from payment for per-use and normal recurring charges applicable to the service incurred before canceling, or for the reasonable cost of work done on Customer Premises prior to service cancellation.

Advice Letter No. 59
Decision No. 92-02-007
U-5251-C

Issued By:
Tariff Administrator

## RATE SCHEDULE Q <br> iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

## iVANTAGE NETWORK SOLUTIONS Service (Cont'd)

All iVANTAGE NETWORK SOLUTIONS service offerings ( $1+$, toll free access and calling card) are billed in standard call duration increments featuring a Minimum Call Unit of 30 Seconds and Incremental Call Units of 6 seconds which are rounded to the next highest full billing increment of 30 or 6 seconds as applicable, and Equivalent Call Units (ECUs) covering non-transport costs.
A. Eligibility. To be eligible for iVANTAGE NETWORK SOLUTIONS service, a customer must not have had its account with any carrier canceled for nonpayment of charges, must not have a history of late payment of charges at any time during the 12 -month period preceding customer's service commencement date with Company, and must have originated and terminated usage within this state within the 30-day period preceding customer's service commencement date with Company.
B. iVANTAGE NETWORK SOLUTIONS Service Terms and Conditions. Each term and condition of this Section and Company's Tariff F.C.C. No. 4, including specific eligibility provisions, apply and serve to qualify the availability and continuation of a customer's usage rate guarantee as set forth herein.
C. Companion Federal Rate Guarantee.
A. For a customer who maintains eligibility for and receives service under the iVANTAGE NETWORK SOLUTIONS service, the rates are guaranteed for the same number of invoices, i.e., 12 invoices for customers whose peak/business day interstate usage rates are $\$ 0.069$ to $\$ 0.149$ (6 invoices for any customer whose peak/business day interstate usage rate is $\$ 0.059$ ), as the number of invoices guaranteed under Company's iVANTAGE NETWORK SOLUTIONS Service for interstate calls as provided in Company's Tariff F.C.C. No. 4. Calling card services are not eligible for this rate guarantee. To qualify, the customer must contact the Company and have verified that the customer received a bona fide comparable competitive offer.
B. Calling Card services are not eligible for this rate guarantee.

Date Filed: March 2, 2001
Effective: March 9, 2001
Resolution No.

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

## RATE SCHEDULE Q

## iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

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

New customers who meet the eligibility requirements set forth below, may receive credits under the "One, Two, Three, Every Third Invoice Free" Promotion as follows:
A. A credit applied to customer's first, second and third invoices equal to $33 \%$ of customer's long distance call traffic charges, appearing on the same invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, applied to the same invoice, and
B. A credit applied to every third invoice, starting with customer's sixth invoice ( $6^{\text {th }}, 9^{\text {th }}, 12^{\text {th }}$, 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.
** The Material Formerly Appearing On This Sheet Now Appears On Original Revised Sheet No. 16.41.2 **

## RATE SCHEDULE Q <br> iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

## iVANTAGE NETWORK SOLUTIONS Service - Graduated Rate Categories

Carrier offers services under this tariff based on the Rate Plans and categories as specified following. Specific rates for the Rate Plans listed in the table below can be found on Sheet Nos. 16.42 through 16.43 following.

Table 1

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

A. Any Rate Category I-VIII customers in service on or before October 15, 2019, 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 January 15, 2020, that are reflected on invoices rendered on or after February 15, 2020.
B. Any Rate Category IX customers in service on or before October 15, 2019, 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 X, effective for all calls on or after January 15, 2020, that are reflected on invoices rendered on or after February 15, 2020.
C. Reserved for Future Use.
$\qquad$

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Tariff Administrator

Date Filed: December 15, 2019
Effective: January 15, 2020 Resolution No.

## RATE SCHEDULE Q <br> iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

## iVANTAGE NETWORK SOLUTIONS Service Rates

Subject to Rates for Calls Terminated to a Mobile Phone or Pager, the following iVANTAGE NETWORK SOLUTIONS rate plans for interLATA and intraLATA 1+ and toll free access services are offered.

## Basic Q Rate Plan

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

|  | Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0381$ | $\$ 0.0127$ |
| Off-Peak/Non-Business Day | $\$ 0.0381$ | $\$ 0.0127$ |

## Classic Q/Classic 2 Rate Plan

Exept as provided in the Rate Plan Adjustments for Non-Calling Plan Customers, Section A, following in this Schedule Q, rate is available to all customers whose minimum monthly intrastate usage is $\$ 5.00$ or less at the following rates:

|  | Minimum Call Unit <br> or Fraction | (Z) | Incremental Call Unit <br> or Fraction | Equivalent Call Unit |
| :--- | :--- | :--- | :--- | :--- |
| Peak/Business Day | (R) <br> or Fraction |  |  |  |
| Off-Peak/Non-Business Day | $\$ 0.0297$ |  | $\$ 0.0099$ | $\$ 0.0099$ |

## Classic 1 Rate Plan

Except as provided in the Rate Plan Adjustment for Non-Calling Plan Customers, Section B, in this Schedule Q, Classic 1 rates are provided to customers whose minimum monthly intrastate usage is over $\$ 10.00$ at the following rates:

|  | Minimum Call Unit <br> or Fraction | Incremental Call Unit |
| :--- | :--- | :--- | :--- | :--- |$\quad$| or Fraction |
| :--- |
| $\$ 0.0267$ (R) $\$ 0.0089$ |
| Equivalent Call Unit <br> Per Fraction |
| Off-Peak/Non-Business Day |

## Universal Rate Plan

Except as provided in the Rate Plan Adjustment for Non-Calling Plan Customers, Section B, in this Schedule Q, Universal rates are provided to customers whose minimum monthly intrastate usage is over $\$ 15.00$ at the following rates:

|  | Minimum Call Unit <br> or Fraction | Incremental Call Unit | Ir Fraction | Equivalent Call Unit <br> or Fraction |
| :--- | :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0237$ | (R) | $\$ 0.0079$ | $\$ 0.0079$ |
| Off-Peak/Non-Business Day | $\$ 0.0237$ | (R) | $\$ 0.0079$ | $\$ 0.0079$ |

Tariff Administrator

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Effective: October 1, 2002
Resolution No. $\qquad$

## RATE SCHEDULE Q iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

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

Prime 2 Rate Plan
Except as provided in the Rate Plan Adjustment for Non-Calling Plan Customers, Section B, in this Schedule Q, Prime 2 rates are provided to customers whose minimum monthly intrastate usage is over $\$ 20.00$ at the following rates:

|  | Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction | Equivalent Call Unit <br> or Fraction |  |
| :--- | :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0207$ |  | $\$ 0.0069$ | $\$ 0.0069$ |
| Off-Peak/Non-Business Day | $\$ 0.0207$ | $\$ 0.0069$ | $\$ 0.0069$ |  |

Prime 1 Rate Plan
Except as provided in the Rate Plan Adjustment for Non-Calling Plan Customers, Section B, in this Schedule Q, Prime 1 rates are provided to customers whose minimum monthly intrastate usage is over $\$ 25.00$ at the following rates:

|  | Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction | Equivalent Call Unit <br> or Fraction |  |
| :--- | :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0177$ |  | $\$ 0.0059$ | $\$ 0.0059$ |
| Off-Peak/Non-Business Day | $\$ 0.0177$ | $\$ 0.0059$ | $\$ 0.0059$ |  |

## Super 1 Rate Plan

Except as provided in the Rate Plan Adjustment for Non-Calling Plan Customers, Section B, in this Schedule Q, Super 1 rates are provided to customers whose minimum monthly intrastate usage is over $\$ 30.00$ at the following rates:

|  | Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction | Equivalent Call Unit <br> or Fraction |
| :--- | :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0147$ | $\$ 0.0049$ | $\$ 0.0049$ |
| Off-Peak/Non-Business Day | $\$ 0.0147$ | $\$ 0.0049$ | $\$ 0.0049$ |

Super 2 Rate Plan
Except as provided in the Rate Plan Adjustment for Non-Calling Plan Customers, Section B, in this Schedule Q, Super 2 rates are provided to customers whose minimum monthly intrastate usage is over $\$ 35.00$ at the following rates:

|  | Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction | Equivalent Call Unit <br> or Fraction |  |
| :--- | :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0117$ |  | $\$ 0.0039$ | $\$ 0.0039$ |
| Off-Peak/Non-Business Day | $\$ 0.0117$ | $\$ 0.0039$ | $\$ 0.0039$ |  |

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:

|  | or Fraction |  |  |  |  | $\underline{\text { or Fraction }}$ |  | or Fraction <br> Peak/Business Day | $\$ 0.0147$ | $\$ 0.0049$ | $\$ 0.0049$ |
| :--- | :--- | :--- | :--- | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Off-Peak/Non-Business Day | $\$ 0.0147$ | $\$ 0.0049$ | $\$ 0.0049$ |  |  |  |  |  |  |  |  |

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

|  | Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction | Equivalent Call Unit <br> or Fraction |
| :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0087$ | $\$ 0.0029$ | $\$ 0.0029$ |
| Off-Peak/Non-Business Day | $\$ 0.0087$ | $\$ 0.0029$ | $\$ 0.0029$ |


| Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction | Equivalent Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| $\$ 0.0147$ | $\$ 0.0049$ $\$ 0.0049$ <br> $\$ 0.0147$ $\$ 0.0049$ | $\$ 0.0049$ |

Date Filed: June 1, 2004
Effective: July 1, 2004 Resolution No.

## RATE SCHEDULE Q <br> iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

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

## Rate Plan Adjustments for Non-Calling Plan Customers

A. Subject to the Save/Winback Off-Peak/Non-Business Day Adjustments following, the off-peak/non-business rates preceding for Classic Q/Classic 2 Rate Plan customers, whose service is not part of an unexpired term, rate guarantee or similar calling plan, not subject to treatment procedures, and whose rates have not been changed in any of the four invoices preceding October 4, 2000, shall be uniformly rated at the Basic Q rate plan as set forth preceding.
B. Subject to the Save/Winback Off-Peak/Non-Business Day Adjustments following, the off-peak/non-business rates preceding for all other customers, whose service is not part of an unexpired term, rate guarantee or similar calling plan, not subject to treatment procedures, and whose rates have not been changed in any of the four invoices preceding October 4, 2000, shall be uniformly rated at the Classic Q/Classic 2 rate plan as set forth preceding.

## Rate Plan Adjustment for Customers Billing $\mathbf{\$ 5 0 . 0 0}$ or Less

A. Any Rate Category 1-6 customer (as defined in Table 1) in service before August 30, 2001, whose services are not part of an unexpired term plan or usage rate guarantee and which are not subject to treatment procedures, and who billed $\$ 50.00$ or less in intrastate calling charges on their November invoice, shall have their peak/business day rates adjusted upward by two Rate Categories effective December 1, 2001.
B. Any Rate Category 7 customer (as defined in Table 1) in service before August 30, 2001, whose services are not part of an unexpired term plan or usage rate guarantee and which are not subject to treatment procedures, and who billed $\$ 50.00$ or less in intrastate calling charges on their November invoice, shall have their peak/business day rates adjusted to Rate Category 8 effective December 1, 2001.

## * ALL MATERIAL ON THIS SHEET IS NEW. *

RATE SECTION Q
IVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS
Ivantage Network Solutions Service (Cont'd)

## Limited-Class Switched Rates

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

## A. D-1Rate Plan

D-1 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 <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0177$ | $\$ 0.0059$ |
| Off-Peak/Non-Business Day | $\$ 0.0177$ | $\$ 0.0059$ |

## B. D-2 Rate Plan

D-2 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 <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0147$ | $\$ 0.0049$ |
| Off-Peak/Non-Business Day | $\$ 0.0147$ | $\$ 0.0049$ |

## C. D-3 Rate Plan

D-3 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 <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0117$ | $\$ 0.0039$ |
| Off-Peak/Non-Business Day | $\$ 0.0117$ | $\$ 0.0039$ |

## D. D-4 Rate Plan

D-4 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over $\$ 130.00$ at the following rates:

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

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Decision No. 92-02-007
U-5251-C

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# * ALL MATERIAL ON THIS SHEET IS NEW.* 

RATE SCHEDULE Q (Cont'd)

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

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

1. 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:

Peak/Business Day
Off-Peak/Non-Business Day

| Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- |
| $\$ 0.0147$ | $\$ 0.0049$ |
| $\$ 0.0147$ | $\$ 0.0049$ |

## 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:

Peak/Business Day
Off-Peak/Non-Business Day

| Minimum Call Unit <br> or Fraction | Incremental Call Unit <br> or Fraction |
| :--- | :--- |
| $\$ 0.0117$ | $\$ 0.0039$ |
| $\$ 0.0117$ | $\$ 0.0039$ |

Tariff Administrator

## RATE SCHEDULE Q <br> iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

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

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

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

|  | Minimum Call Unit or Fraction | Incremental Call Unit or Fraction | Equivalent Call Unit or Fraction |
| :---: | :---: | :---: | :---: |
| Peak/Business Day (Z) | \$0.0447 (R) | \$0.0149 | \$0.0149 |
| Off-Peak/Non-Business Day | \$0.0447 | \$0.0149 | \$0.0149 |

iVANTAGE NETWORK SOLUTIONS Service Rates for Calling Cards
Rates for calling card calls are time of day sensitive.

|  | Minimum Call Unit <br> or Fraction | Incremental Call Unit | or Fraction | Equivalent Call Unit <br> or Fraction |
| :--- | :--- | :--- | :--- | :--- |
| Peak/Business Day | $\$ 0.0426$ | (R) | $\$ 0.0142$ | $\$ 0.0142$ |
| Off-Peak/Non-Business Day | $\$ 0.0381$ | (R) | $\$ 0.0127$ | $\$ 0.0127$ |

RATE SCHEDULE Q
iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

## iVANTAGE NETWORK SOLUTIONS Service - Graduated Rate Categories

** The material formerly appearing on this page now appears on page no. 16.41.1 **

Issued By:
Tariff Administrator

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Resolution No.

## RATE SCHEDULE Q iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

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

General Terms and Conditions. From time to time, rates may be tariffed or tariffed rates selected, a "Customer Advantage Plan" or "CAP," the purpose and/or design for which is to retain Company's competitive position by offering rates which are necessitated by competing offers received by or available to existing or potential Customers, which if not matched or bettered would result in the loss of an existing or potential Customer and/or in the reduction of traffic volume of a Customer. Customer confirmation of the competitive offer in writing may be required or the availability of a more favorable competitive rate may need to be confirmed from published tariffs, marketing materials or other public sources to establish a Customer's right to obtain a CAP. In order to respond to the competitive pricing initiatives of competitors, the following Customer Advantage Plan offerings are available for eligible Customers taking outbound and inbound equal access switched services of Company originated from and terminated to locations within this state whenever Company determines that but for the availability of these rates, Company will not retain an existing Customer ("save") or will not be able to winback a prior Customer already having switched its services to another carrier ("winback"). The following terms and conditions must exist for any CAP to be valid.
A. CAPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.
B. A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CAP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CAP must demonstrate the existence of circumstances substantially and materially like those which justified the CAP as tariffed.
C. An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CAP may, nonetheless, be able to qualify for a different or new CAP tailored to that Customer's circumstances.
D. CAPs are available for all published rates.
E. Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Schedule Q .
F. All of the conditions set forth above must exist in order to qualify for the following Customer Advantage Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments, may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Advantage Plans.
G. To receive the Invoice Free CAPs pursuant to the following Customer Advantage Plans I through VII, a Customer must call Customer Care before the issuance date of each credit bearing invoice to verify Customer eligibility.

Advice Letter No. 59
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U-5251-C

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## RATE SCHEDULE Q iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

## iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans ("CAPs") (Cont’d)

## Customer Advantage Plan I

iVANTAGE NETWORK SOLUTIONS service Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 13th invoice as provided following.
A. For each twelve invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges("eligible charges") for the preceding consecutive 12-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
B. Eligibility. To be eligible for the 13 th invoice free bonus, each Customer must:

X have initiated service under iVANTAGE NETWORK SOLUTIONS service;
X have current usage which exceeds the established minimum monthly usage levels for the applicable iVANTAGE NETWORK SOLUTIONS service;
X have no record of nonpayment in any of the preceding consecutive 12-month period of service;
X have received twelve consecutive and uninterrupted invoices over the preceding 12-month period;
X have selected the 13th invoice free bonus incentive prior to the first day in the period of service covered by Customer's 12th invoice; and
X pay all charges rendered in Customer's 12th invoice in excess of the amount of the applicable credit as calculated under A, preceding.

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## RATE SCHEDULE Q <br> iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans ("CAPs") (Cont'd)

## Customer Advantage Plan II

iVANTAGE NETWORK SOLUTIONS service Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9th invoice as provided following.
A. For each eight invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive eight-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
B. Eligibility. To be eligible for the 9 th invoice free bonus, each Customer must:

X have initiated service under iVANTAGE NETWORK SOLUTIONS service;
X have current usage which exceeds the established minimum monthly usage levels for the applicable iVANTAGE NETWORK SOLUTIONS service;
X have no record of nonpayment in any of the preceding consecutive eight-month period of service;
X have received eight consecutive and uninterrupted invoices over the preceding eight-month period;
X 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
X pay all charges rendered in Customer's eighth invoice in excess of the amount of the applicable credit as calculated under A, preceding.

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## RATE SCHEDULE Q iVANTAGE NETWORK SOLUTION - INTRASTATE OFFERINGS

iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans ("CAPs") (Cont'd)

## Customer Advantage Plan III

iVANTAGE NETWORK SOLUTIONS service Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9th and 13th invoices as provided following.
A. For each eight and immediately succeeding four additional invoices of consecutive uninterrupted service (total of 12 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive eight month period preceding Customer's 9th invoice, and for the consecutive twelve-month period preceding Customer's 13th 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 9th and 13th invoice free bonuses, each Customer must:

X have initiated service under iVANTAGE NETWORK SOLUTIONS service;
X have current usage which exceeds the established minimum monthly usage levels for the applicable iVANTAGE NETWORK SOLUTIONS service;
X have no record of nonpayment in any of the preceding consecutive month qualifying periods (8 and 12 months) of service;
X have received first eight, then four additional consecutive and uninterrupted invoices over the preceding twelve-month period;
X have selected the 9th and 13th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eighth invoice; and
X pay all charges rendered in Customer's eighth and related twelfth invoice in excess of the amount of the applicable credits as calculated under A, preceding.

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## RATE SCHEDULE Q <br> iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans ("CAPs") (Cont'd)

## Customer Advantage Plan IV

iVANTAGE NETWORK SOLUTIONS service Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9th and 18th invoices as provided following.
A. For each eight and immediately succeeding nine additional invoices of consecutive uninterrupted service (total of 17 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive eight month period preceding Customer's 9th invoice, and for the consecutive seventeen-month period preceding Customer's 18th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
B. Eligibility. To be eligible for the 9th and 18th invoice free bonuses, each Customer must:

X have initiated service under iVANTAGE NETWORK SOLUTIONS service;
X have current usage which exceeds the established minimum monthly usage levels for the applicable iVANTAGE NETWORK SOLUTIONS service;
X have no record of nonpayment in any of the preceding consecutive month qualifying periods (8 and 17 months) of service;
X have received first eight, then nine additional consecutive and uninterrupted invoices over the preceding seventeen-month period;
X have selected the 9th and 18th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eighth invoice; and
X pay all charges rendered in Customer's eighth and related seventeenth invoice in excess of the amount of the applicable credits as calculated under A, preceding.

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## RATE SCHEDULE Q iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

## iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans ("CAPs") (Cont'd)

## Customer Advantage Plan V

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

X have initiated service under iVANTAGE NETWORK SOLUTIONS service;
X have current usage which exceeds the established minimum monthly usage levels for the applicable iVANTAGE NETWORK SOLUTIONS service;
X have no record of nonpayment in any of the preceding consecutive month qualifying periods (5 and 11 months) of service;
X have received first five, then six additional consecutive and uninterrupted invoices over the preceding eleven-month period;
X 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
X pay all charges rendered in Customer's fifth and related eleventh invoice in excess of the amount of the applicable credits as calculated under A, preceding.

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## RATE SCHEDULE Q iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

## iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans ("CAPs") (Cont'd)

## Customer Advantage Plan VI

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

X have initiated service under iVANTAGE NETWORK SOLUTIONS service;
X have current usage which exceeds the established minimum monthly usage levels for the applicable iVANTAGE NETWORK SOLUTIONS service;
X have no record of nonpayment in any of the preceding consecutive month qualifying periods (5, 9 and 13 months) of service;
X have received first five, nine, and then thirteen additional consecutive and uninterrupted invoices over the preceding thirteen-month period;
X 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
X 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 A, preceding.

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## RATE SCHEDULE Q <br> iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans ("CAPs") (Cont'd)
iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plan VII - Advantage Card Service (ACS)
Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in A, Eligibility, 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").
A. 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).
B. Limitations and Disclaimers

1. ACS is offered only in conjunction with Company's interstate and international companion ACS offerings as tariffed with the FCC.
2. The ACS Total Calling Advantage will be reflected in Customer's second invoice following commencement of ACS service.
3. ACS Calling Advantages are not available with any other promotional offering, or any "save/winback" program offered by Company except as provided in 5 following.
4. Each month's ACS Total Calling Advantage is noncumulative (cannot be carried over to any following month or otherwise accumulated).
5. Subject to and in accordance with the eligibility requirements of A 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 A preceding.
6. An ACS Customer whose service is terminated for cause or which voluntarily terminates Company's service forfeits all unused credits.

# RATE SCHEDULE Q <br> iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS 

iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans ("CAPs") (Cont'd)
iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plan VII - Advantage Card Service (ACS) (Cont'd)
C. 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.
D. Rates

The rates in Rates for Calling Cards preceding apply to the iVANTAGE NETWORK SOLUTIONS ACS service.

## RATE SCHEDULE Q <br> iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

## iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans ("CAPs") (Cont'd)

## Customer Advantage Plan VIII - Free Minutes

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

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

Company offers each existing Customer a single credit for each validated new customer referred to the Company by the existing Customer. The credit is applied to the existing Customer's charges incurred for services rendered under this tariff.
A. Eligibility. To qualify for this credit, an existing customer must supply Carrier with a new customer's proprietary network information ("CPNI") and either an (1) order for service sufficient to qualify as a valid written Letter of Agency ("LOA"); or (2) the name of the new customer's authorized representative to be contacted by Company's sales and marketing personnel within 90 days of Company's receipt of the designation of the authorized representative by the existing Customer. A new customer or its designated authorized representative must request service commencement within 30 days of the date of the written LOA or 30 days of the date Company's sales and marketing personnel contact with the new customer or its authorized representative.
B. Conditions. The CRCP shall vest only after the new customer referred by the existing Customer completes four consecutive months of service following the new customer's service commencement date without any late payment or other delinquency. Subject to Company's validation of the referred customer's compliance with the requirements of this Customer Advantage Plan IX, the CRCP shall appear on the existing Customer's 4th invoice following the service commencement date for the new customer.
C. Credit. Subject to A and B, preceding, the referring existing Customer shall receive a credit equal to ten percent (10\%) of the new referred customer's service charges appearing on the final invoice rendered by the new referred customer's previous primary interexchange carrier, once validated by Company, and exclusive of any of the previous carrier's monthly fees, taxes, surcharges, assessments, or other such charges. The CRCP may not exceed $\$ 500.00$ per new referred customer.

## RATE SCHEDULE Q <br> iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

## iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans ("CAPs") (Cont'd)

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

Any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" ("TTT-1") service offering.
A. Card Denominations. Under this offering, Company's debit card is available in $\$ 25, \$ 50$, and $\$ 150$ denominations based on the end user's monthly volume of usage.

| Denomination | $\underline{\text { Monthly Usage Volume }}$ |
| :--- | :--- |
| $\$ 25.00$ | $\$ 50.00-\$ 149.99$ |
| $\$ 50.00$ | $\$ 150.00-\$ 249.99$ |
| $\$ 150.00$ |  |

B. 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, with incremental call units rounded to the next whole 60 second increment.

| Minimum Call Unit Value <br> $@ 60$ seconds or Fraction | Incremental Call Unit Value <br> $@ 60$ seconds or Fraction |
| :--- | :--- |
| $\$ 0.142$ | $\$ 0.142$ |

C. Availability. Company's TTT-1 service offering may be terminated in the sole and exclusive discretion of Company.
D. Limitations. Should Company withdraw and/or terminate this offering at any time, any Customer which has received a TTT-1 Card prior to the termination date or Company's discretionary withdrawal of the TTT-1 Card offering shall receive service until its TTT-1 Card calling capacity is exhausted by use or specified usage deadline. Each TTT-1 Card expires one (1) year from date of activation.

## RATE SCHEDULE Q <br> iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

## iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans ("CAPs") (Cont'd)

Customer Advantage Plan XI - "Thanks for Taking the Time" Offering - 2 ("TTT-2")
Any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the
Time" ("TTT-2") service offering.
A. Card Denominations. Under this offering, a Company debit card is available in a single $\$ 250$ denomination based on the end user's monthly volume of usage.

$$
\frac{\text { Denomination }}{\$ 250.00} \quad \frac{\text { Monthly Usage Volume }}{\$ 250.00+}
$$

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

| Minimum Call Unit Value <br> $@ 60$ seconds or Fraction | Incremental Call Unit Value <br> $@ 60$ seconds or Fraction |
| :--- | :--- |
| $\$ 0.142$ | $\$ 0.142$ |

C. Availability. Company's TTT-2 service offering may be terminated in the sole and exclusive discretion of Company.
D. Limitations. Should Company withdraw and/or terminate this offering any Customer which has received a TTT-2 Card prior to the termination date or Company's discretionary withdrawal of the TTT-2 Card offering shall receive service until its TTT Card calling capacity is exhausted by use or specified usage deadline. Each TTT-2 Card expires one (1) year from date of activation.
E. Second Card Availability. A second TTT-2 Card in the same denomination listed in Section A, Card Denominations, preceding will be made available to customers requesting and receiving Company's Website Design and Hosting Services as set forth in the iVANTAGE NETWORK SOLUTIONS Service preceding.

## RATE SCHEDULE Q <br> iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

## iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans ("CAPs") (Cont'd)

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

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

Table

| Customer's Prior Month's 2.5 Factor <br> Non-Calling Card Charges* | S\&W Calling Card <br> 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.

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

| Minimum Call Unit <br> $@ 60$ seconds or Fraction | Incremental Call Unit <br> $@ 60$ seconds or Fraction |
| :--- | :--- |
| $\$ 0.142$ | $\$ 0.142$ |

2. Availability. Company's S\&W Card service offering may be terminated in the sole and exclusive discretion of Company.


## RATE SCHEDULE Q <br> iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

## iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans ("CAPs") (Cont'd)

Customer Advantage Plan XII - S\&W Prepaid Plan (Cont'd)
3. Limitations. Company reserves the right to withdraw and/or terminate this plan at any time, provided that any Customer which has received an S\&W Card prior to the termination date or Company's discretionary withdrawal of S\&W Card plan shall receive service until its S\&W Card calling capacity is exhausted by use or by the specified usage deadline. Each S\&W Card expires ninety (90) days from date of activation (the specified usage deadline).
4. Second S\&W Card Availability. An additional S\&W Card(s) in the qualifying denomination of the Customer as listed under "Table," preceding, will be made available to any such customer which requests and receives Company's Website Design and Hosting Services as set forth under "iVANTAGE NETWORK SOLUTIONS Service" in this Rate Schedule Q, preceding.

## RATE SCHEDULE Q <br> iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

## iVANTAGE NETWORK SOLUTIONS Service Customer Advantage Plans ("CAPs") (Cont'd)

## 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. iVANTAGE NETWORK SOLUTIONS "Save" and "Winback" Program. For Customers who qualify as either a "save" or "winback," the following intraLATA rate applies.

|  | Minimum Call Unit <br> or Fraction-18 Secs. | Incremental Call Unit |
| :--- | :--- | :--- |
| Peak/Business Day | (Z) | \$0.0117 |
| Off-Peak/Non-Business Day | $\$ 0.0117$ |  |
| or Fraction-6 Secs. |  |  |

C. Save/Winback Off-Peak/Non-Business Day Adjustment

Customers whose rates are adjusted pursuant to the Rate Plan Adjustment for Non-Calling Plan Customers, preceding, and who then qualify as a "save" or "winback" customer are eligible to be rerated to the rates, as applicable, prior to any applicable adjustment.

## RATE SCHEDULE Q <br> iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

## Service Term Invoice Credit

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

## 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.

## Eligibility

To be eligible for the Service Term Invoice Free Credit, each customer must:
A. Have initiated service under an iVANTAGE NETWORK SOLUTIONS Service Plan;
B. Have current usage which exceeds the established minimum monthly usage levels for the applicable iVANTAGE NETWORK SOLUTIONS Service Plan;
C. Have no record of nonpayment, delinquencies or issues of credit worthiness;
D. Have received five months of consecutive and uninterrupted service preceding each credit invoice;
E. Have selected this Service Term Invoice Free Credit at the initiation of service or at any time during the first five service months but not later than the first day of service in the sixth month; and,
F. Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated preceding.

Tariff Administrator

# * ALL MATERIAL ON THIS SHEET IS NEW * <br> RATE SCHEDULE Q iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS 

## 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 shall receive the Service Term Invoice Free Credit II.

## 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 ont he invoice in which the credit is applied.

## Eligibility

To be eligible for the Service Term Invoice Free Credit II, each customer must:
A. Have initiated service under a iVANTAGE NETWORK SOLUTIONS Service Plan;
B. Have current usage which exceeds the established minimum monthly usage levels for the applicable iVANTAGE NETWORK SOLUTIONS Service Plan;
C. Have no record of nonpayment, delinquencies or issues of credit worthiness;
D. Have received 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 preceding.

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# * ALL MATERIAL ON THIS SHEET IS NEW * 

RATE SCHEDULE Q

## iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

## Cross Over Special Service Offers

## 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

X 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.

X If earned, as specified in 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.

X This credit is not available with Company's Cross Over Credit Card offering set forth following.
X The COC is noncumulative (cannot be carried over to any following month or otherwise accumulated).

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

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RATE SCHEDULE Q
iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

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

## 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

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

X The COCC card will be issued following Customer's commencement of service.
X This offer is not available with Company's $5 \%$ credit offer set forth preceding.
X 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.

X 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 noncalling card and non-COCC card services; and must have no bill cycle interruptions.

Issued By:
Tariff Administrator

Effective: July 4, 2001
Resolution No.

## * ALL MATERIAL ON THIS SHEET IS NEW *

RATE SCHEDULE Q
iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

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

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

## B. (Cont'd)

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

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

X 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.

X 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.

Tariff Administrator

## RATE SCHEDULE Q <br> iVANTAGE NETWORK SOLUTIONS - INTRASTATE OFFERINGS

## Miscellaneous Charges

A. Directory Assistance Charge
\$1.25/per call
B. Toll Free Access Service (TFAS) Miscellaneous Charges

1. Account Charge

Each Toll Free Access Service Customer shall pay the monthly account charge, following:
Account Charge: $\$ 15.00$ Per Account, Per Month
2. Directory Listing Charge

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

Directory Listing Charge: \$15.00 Per Number, Per Month
C. Remote Access Surcharge

A surcharge applies to all calls originated at payphones using a service access code.
Per Call: \$0.69
D. Waiver of Charges

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

Advice Letter No. 100
Decision No. 92-02-007
U-5251-C

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Tariff Administrator

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Resolution No. $\qquad$

## * ALL MATERIAL ON THIS SHEET IS NEW * <br> RATE SCHEDULE R <br> DIGITAL SUBSCRIBER LINE SERVICE

## Service Description for the Pacific Bell ("Telephone Company 2") Operating Territories ("OTs") Company's "West Coast ADSL Service"

A. ADSL Conversion Service - The following rates, terms and conditions govern Company's ADSL service offering to Customers which at the time of converting to Company's ADSL service were Customers of the ILEC's ADSL service based on substantially the same terms, rates and conditions as those set forth following. Company's West Coast ADSL Service includes the OTs of Pacific Bell in the state of California where suitable faciltities and services exist.

1. Monthly Recurring Charges

| Bit Rates | Monthly Charges |  |
| :--- | :--- | :--- |
| Month-to-Month | One Year Minimum <br> Commitment |  |
| Upstream/Downstream |  | $\$ 39.00$ |
| $384 \mathrm{Kbps} / 128 \mathrm{Kbps}$ | $\$ 59.00$ | 129.00 |
| $1.5 \mathrm{Mbps} / 384 \mathrm{Kbps}$ | 149.00 |  |

2. Nonrecurring Charges

| (a) | Installation | Month-to-Month Service |  | One Year Minimum Commitment Service |
| :---: | :---: | :---: | :---: | :---: |
|  |  | \$199.00 |  | No Charge |
| (b) | Activation Fee | \$100.00 |  | No Charge |
| (c) | Equipment |  |  |  |
|  | Modem | NIC Card | Splitter | Wiring |
|  | \$198.00 | No Charge | No Charge | No Charge |
| (d) | Termination Charge* |  |  |  |
|  |  | Month-to Month |  | One Year Minimum Commitment |
|  |  | No Charge |  | \$125.00 |

[^4]Tariff Administrator

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Effective: August 21, 2000 Resolution No.

## * ALL MATERIAL ON THIS SHEET IS NEW *

## RATE SCHEDULE R

DIGITAL SUBSCRIBER LINE SERVICE

## Service Description for the Pacific Bell ("Telephone Company 2") Operating Territories ("OTs") Company's "West Coast ADSL Service" (Cont'd)

B. Non-Standard Offerings. When a customer's location or component requirements differ from those available in Company's standard offering, service may be designed and/or configured on an Individual Case Basis; and SDSL Service is provided on an Individual Case Basis.
C. Specific Conditions and Limitations.

1. Distance. The maximum distance a Customer's premises may be located from Company's Central Office or Serving Wire Center is 17,500 route feet.
2. Equipment. Customer must supply the following equipment and components

Computer IBM Compatible or MAC 68030 or better
Processor
Workstations/Servers
Pentium or equivalent
Operating System Internet Access
(If required)
Windows NT, UNIX (Sun Microsystems or HP)
Windows 3.1, 3.11, 95 , 98 or NT; MAC 7.0
Netscape Navigator or Microsoft Internet Explorer
3. Local Service. DSL service available only with Company's companion local exchange service offering.

## RULES

## Rule 1 - Definitions

Bill Second: One-sixtieth of a Minute.

Carrier or Company: NOS Communications, Inc.
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).

CPUC or Commission: The Public Utilities Commission of the State of California.
Customer: A person or entity that has entered into a contract with Carrier for the provision of California intrastate telecommunications services under the terms of this tariff.

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

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

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

* Material Formerly Appearing On This Page Now Appears On Second Revised Sheet 17.1.*

Advice Letter No. 33
Decision No. 92-02-007
U-5251-C

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Tariff Administrator

## RULES

## (Continued)

Rule 1 - Definitions (Cont'd)
Minimum Call Unit (MCU) - The minimum number of Call Units (3 or three-tenths of a Total Call Unit) applicable to each call to establish the minimum charge for each call and including Equivalent Call Units as specified for the Usage Increments specified for Minimum Call Units in this tariff.

Minute of Use (MOU) - A minute of call usage (transport) measured by the total of applicable Call Units as defined herein.
Non-Transport Costs - Company's costs incurred to render service other than the underlying transport of a call and synonymous with "non-usage."

Off-Peak/Non Business Day: 4:01 pm to 8:59 am, Monday through Friday, and all day Saturday and Sunday.
Peak Period/ Business Day: From 9:00 am to 4:00 pm, Monday through Friday.
Units (TCU) - The total number of applicable Call Units (Minimum, Incremental, Equivalent) billed in whole numbers an Total Call d fractionally in tenths (e.g., .3, 1.2, and so forth) used to determine the charges necessary to recover the Carrier's transport and non-transport costs incurred in providing services pursuant to this tariff.

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

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

## RULES

(Continued)

## Rule 2 - Description of Service

Carrier has been granted authority by the CPUC to provide twenty-four (24) hour intrastate interLATA and intraLATA long distance telecommunications service from and to origination and termination points in the State of California.

## Rule 3 - Customer Application for Service

Customers desiring Carrier's service may be asked to complete an application form which may provide the basis for drafting a service contract with the customer consistent with the terms specified in this tariff.

## Rule 4 - Contracts - Contractual Requirements

Any customer service contract shall contain the following provision: This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may from time to time direct in the exercise of its jurisdiction.

Rule 5 - Special Information Required on Forms
No special information is required.

## Rule 6 - Establishment and Reestablishment of Credit

Carrier reserves the right to examine the credit records of all applicants and customers. Carrier may examine the credit profile/record of any applicant prior to entering into a service contract. In the event Carrier denies a request for service, the applicant shall be notified in writing.

Rule 7 - Deposits and Advance Payments
Carrier may, in order to safeguard its interests, require an applicant to make a suitable deposit to be held as a guarantee of the payment of charges. In addition, an existing customer may be required to make a deposit or to increase a deposit presently held. Pursuant to CPUC Decision No. 90-08-032, the deposit shall not exceed an amount equal to one month's estimated usage, unless otherwise justified by Carrier in an advice letter filing with the Commission. Deposits shall earn on the monthly, unused balance not less than simple annual interest based on the three-month financial commercial paper rate published by the Federal Reserve Board, on November $30^{\text {th }}$, of the prior year. Any customer who has paid all bills rendere by Carrier in a prompt and timely manner for a full year after the making of a deposit shall be entitled to the return of said deposit with accrued interest.
Carrier may require a deposit to establish or re-establish service if and only if an applicant for service is unable to demonstrate acceptable credit to the satisfaction of the carrier. Failure to provide a social security number shall not be cause for requiring a deposit. Carrier may not require for its own benefit a deposit for services provided by another carrier, or refuse to accept a deposit in lieu of demonstrating satisfactory credit.
Rule 8 - Method of Serving Notices
Any notice Carrier may give to a customer or his authorized representative shall be by written notice mailed to the customer's billing address or to such address as may be subsequently given by the customer to Carrier.

Except for cancellation of service or as otherwise provided by these Rules, any notice from any customer may be given to Carrier orally by the customer or any authorized representative, or by written notice mailed to Carrier.

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Resolution No.

## RULES

## (Continued)

Rule 9 - Rendering and Payment of Bills
Billing periods are monthly. The billing date is dependent on the billing cycle assigned to the customer. Bills are due and payable on the date of presentation, including closing bills, special bills, bills rendered on vacation of premises or bills rendered to persons discontinuing service.

Carrier shall credit payments effective the business day payments are received. The date after which a bill is considere overdue and delinquent, and after which late charges may accrue, shall not be earlier than 22 days after the date the bill wa mailed. Late payment penalty is $1.5 \%$ per month on the balance overdue. Subscribers shall not be liable for late payment on disputed amounts that are resolved in the subscriber's favor.

Charges for completed 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.

Charges for a completed call are determined by adding all applicable Call Units as defined in this tariff - Initial, Incremental, Minimum Billed and Equivalent and are in lieu of additional surcharges, the imposition of minimum service terms or other special charges, unless expressly set forth in this tariff.
$\qquad$

## RULES

(Continued)
Rule 9 - Rendering and Payment of Bills (Cont'd)

## Call Unit Calculations

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

TABLE 1 - Calls of a Minute or Less

| Duration (In seconds) | TCU's |
| :--- | :--- |
| $1-18^{*}$ | 3.1 |
| $19-22$ | 3.2 |
| $23-24$ | 3.3 |
| $25-26$ | 3.4 |
| $27-30$ | 3.5 |
| $31-35$ | 3.7 |
| 36 | 3.8 |
| $37-42$ | 3.9 |
| $43-44$ | 4.0 |
| $45-48$ | 4.1 |
| $49-53$ | 4.2 |
| 54 | 4.3 |
| $55-59$ | 4.4 |
| 60 | 4.5 |

* calls are subject to an 18 -second minimum.

TABLE 2 - Calls in Minutes
Duration (In minutes) Formula Calculations
1-19.9
TCU's $=$ [Call Duration (in minutes) $\times 2+2.5]$
$20+$
TCU's $=[$ Call Duration (in minutes) +22.5$]$
Note: The tables preceding can be used in reverse to convert TCU's to minutes of call duration for individual calls.
$\qquad$

First Revised Sheet 19.1.1 Cancels Original Sheet 19.1.1

RULES
(Continued)

Rule 9 - Rendering and Payment of Bills (Cont'd)
$\qquad$

NOS COMMUNICATIONS, INC.
250 Pilot Road, Suite 300
Las Vegas, NV 89119

SCHEDULE CAL P.U.C. NO. 2-T
First Revised Sheet 19.1.2 Cancels Original Sheet 19.1.2

## RULES(Continued)

Rule 9 - Rendering and Payment of Bills (Cont'd)

Advice Letter No. 96

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NOS COMMUNICATIONS, INC.
SCHEDULE CAL P.U.C. NO. 2-T
250 Pilot Road, Suite 300
Las Vegas, NV 89119

First Revised Sheet 19.1.3
Cancels Original Sheet 19.1.3

RULES
(Continued)

Rule 9 - Rendering and Payment of Bills (Cont'd)

## RULES

(Continued)
Rule 9 - Rendering and Payment of Bills (Cont'd)
(D)


All calls include Initial, Incremental, and Equivalent Call Units, and may include Minimum Billed Called Units.
Bills may be paid by mail or in person at the business office of the Carrier. All charges for service are payable only in United States currency; payment may be made by cash, check, money order, or cashier's check.

To the extent that Carrier employs the billing services of an authorized local exchange carrier, the terms of the local exchange carrier's tariff rules on rendering and payment of bills will apply.
$\qquad$

## RULES

## (Continued)

## Rule 9 Rendering and Payment of Bills (Cont'd)

## Calculation of Charges Under Call Unit Rate Structure

A. Rounding

1. Rounding at 18/6. Company follows the industry practice of "rounding," that is, in its most basic form, when call duration does not end on the nearest whole six second increment, the call's duration is rounded to the next whole 6 six second increment. Services with billing increments of 6 second increments with a 18 second minimum are billed as follows - a minimum of 3 call units, equal to either 3 ICUs of 6 seconds each, or 1 MCU of 18 seconds as the minimum, with additional call duration rounded to the next higher 6 second increment, i.e., the next ICU having a value in this case of a whole 6 seconds.
2. 

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

NOS COMMUNICATIONS, INC.
250 Pilot Road, Suite 300
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SCHEDULE CAL P.U.C. NO. 2-T
First Revised Sheet 19.2.0.2
Cancels Original Sheet 19.2.0.2

RULES
(Continued)

Rule 9 - Rendering and Payment of Bills (Cont'd)
B. Reserved for Future Use
$\qquad$

NOS COMMUNICATIONS, INC.
250 Pilot Road, Suite 300
Las Vegas, NV 89119

SCHEDULE CAL P.U.C. NO. 2-T
First Revised Sheet 19.2.0.3
Cancels Original Sheet 19.2.0.3

RULES
(Continued)

Rule 9 - Rendering and Payment of Bills (Cont'd)
B. Reserved for Future Use

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NOS COMMUNICATIONS, INC.
250 Pilot Road, Suite 300
Las Vegas, NV 89119

SCHEDULE CAL P.U.C. NO. 2-T
First Revised Sheet 19.2.0.4
Cancels Original Sheet 19.2.0.4

RULES
(Continued)

Rule 9 - Rendering and Payment of Bills (Cont'd)
B. Reserved for Future Use
$\qquad$

NOS COMMUNICATIONS, INC.
250 Pilot Road, Suite 300
Las Vegas, NV 89119

SCHEDULE CAL P.U.C. NO. 2-T
First Revised Sheet 19.2.0.5
Cancels Original Sheet 19.2.0.5

RULES
(Continued)

Rule 9 - Rendering and Payment of Bills (Cont'd)
B. Reserved for Future Use

Advice Letter No. 96
Decision No. 92-02-007
U-5251-C

Tariff Administrator
$\qquad$

RULES
(Continued)

Rule 9 - Rendering and Payment of Bills (Cont'd)
B. Reserved for Future Use

Advice Letter No. 96

Tariff Administrator
$\qquad$

NOS COMMUNICATIONS, INC.
250 Pilot Road, Suite 300
Las Vegas, NV 89119

SCHEDULE CAL P.U.C. NO. 2-T
First Revised Sheet 19.2.0.7
Cancels Original Sheet 19.2.0.7

RULES
(Continued)

Rule 9 - Rendering and Payment of Bills (Cont'd)
B. Reserved for Future Use

Advice Letter No. 96
Tariff Administrator

Effective: March 15, 2003
Resolution No. $\qquad$

# * All Material On This Sheet Is New. * 

## RULES

## (Continued)

Rule 9A - Rendering and Payment of Bills - Rate Schedule M

Billing periods are monthly. The billing date is dependent on the billing cycle assigned to the customer. Bills are due and payable on the date of presentation, including closing bills, special bills, bills rendered on vacation of premises or bills rendered to persons discontinuing service. Any invoiced amounts unpaid within twenty-two (22) days after the date of presentation are overdue.

Charges for completed calls are based on usage of the Carrier's network.

NOS COMMUNICATIONS, INC.
250 Pilot Road, Suite 300
Las Vegas, NV 89119

SCHEDULE CAL P.U.C. NO. 2-T
First Revised Sheet 19.2.2
Cancels Original Sheet 19.2.2

## RULES

## (Continued)

Rule 9B - Calculation of Charges Under Call Unit Rate Structure

## RULES

(Continued)

## Rule 10 - Disputed Bills

In the case of a billing dispute between a subscriber and a carrier, the carrier shall investigate the charges the subscriber has informed the carrier are in question, and shall reach a determination and communicate it to the subscriber within 30 days. During the time the investigation is pending, no late charges or penalties may be collected, the charge may not be sent to collection, and no adverse credit report may be made based on non-payment of the charge. If the subscriber prevails, no late charge or penalty may be imposed on the amount in dispute.

All disputed charges for any telecommunications service are subject to a rebuttable presumption that the charges are unauthorized unless there is (i) a record of affirmative subscriber authorization; (ii) a demonstrated pattern of knowledgeable past use; or (iii) other persuasive evidence of authorization.

Subscribers may not be held liable for unauthorized charges. Subscribers must make a reasonable, good-faith effort to notify the billing telephone company promptly when the subscriber becomes aware of a probability of unauthorized use of the subscriber's account. If the billing telephone company is unable to verify authorization, a charge is deemed unauthorized.

A carrier may not disconnect service to a subscriber before seven (7) calendar days after the date the carrier notifies the subscriber in writing of the results of its investigation. In no event shall the carrier disconnect service prior to the due date shown on the bill.

In the case of a billing dispute between the customer and Carrier for service furnished to the customer which cannot be settled with mutual satisfaction, the customer may take the following course of action:
A. First, the customer may submit a request, and Carrier will comply with the request, for an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service will be subject to termination.)
B. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of the Carrier, the customer may seek resolution of the dispute by filing a formal or informal complaint with the California Public Utilities Commission.
C. To avoid disconnection of service, the customer must submit the claim and, if the bill has not been paid, deposit the amount in dispute with the CPUC. The disputed amount must be made payable to the CPUC.
$\qquad$

## RULES

## (Continued)

## Rule 10 - Disputed Bills (Cont'd)

E. The CPUC will review the claim of the disputed amount, communicate the results of its review to the customer and the Carrier, and make disbursement of the deposited amount.

The addresses and telephone numbers of the CPUC's Consumer Affairs Branch are:

| Consumer Affairs Branch | or | Consumer Affairs Branch |
| :--- | :--- | :--- |
| 505 Van Ness Avenue |  | 107 South Broadway |
| San Francisco, California 94102 | Los Angeles, California 90012 |  |
| $1-800-548-9919$ (toll free) | $1-800-648-6967$ (toll free) |  |
| $1-415-557-0350$ | $1-213-620-2570$ |  |
| $1-415-557-0798$ (TDD) | $1-213-620-0709$ (TDD) |  |

F. A carrier may not disconnect service to a subscriber for nonpayment of a disputed amount if the subscriber has: (a) (N) submitted a claim to CAB for informal review; and (b) deposited the disputed amount with the Commission. No late charge or penalty may be imposed on the amount in dispute deposited with the Commission. During the time any CAB review is pending, no late charges or penalties may be collected, the charge may not be sent to collection, and no adverse credit report may be made based on non-payment of the charge.

## Rule 11 - Termination, Denial, and Restoration of Service

A. General Provisions

Except in cases covered by the provisions of Section B below, the following provisions shall govern the termination and denial of service. Carrier shall comply with the rules adopted by the Commission in D. 91188 regarding service denial or disconnection for use of telecommunications service in violation of the law.

1. Carrier may deny or terminate service to any customer in the event the customer or the customer's agent
i. Violates any statute, law, rule or regulation of any federal or state regulatory agency relating to communications;
ii. Uses Carrier's network in an unauthorized or fraudulent manner;
iii. Makes application by misstating pertinent credit information, or makes applicant payment by checks drawn against insufficient funds or a closed account;
iv. Becomes insolvent, Carrier being notified by a federal bankruptcy court, creditors' committee, customer, or customer's agent; or
v. Otherwise fails to comply with any provision of this tariff.

Notice and disconnection requirements do not apply where the subscriber's acts or omissions operations or facilities. Denial or termination of service on the foregoing grounds may be done without advance notice to the customer. Service terminated on these grounds may be restored upon compliance of customer with reasonable requirements of Carrier. (See paragraph A. 5 herein.)

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Tariff Administrator

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## RULES

## (Continued)

## Rule 11 - Termination, Denial, and Restoration of Service (Cont'd)

## A. General Provisions (Cont'd)

2. Carrier may terminate service to any customer for failure to make timely advance payments or payments for services which have been rendered. If the customer fails to make such payments within ten (10) days of due date shown on the applicable payment coupon, service will be subject to termination. Carrier shall provide notice in writing to subscribers whose payments are overdue not less than seven (7) calendar days prior to terminating service for nonpayment. Service which is terminated for failure to pay will be restored upon customer's payment of amounts due plus a reconnection charge to cover relevant costs, and an amount not to exceed two (2) months' average or estimated usage (to be held as a noninterest-bearing deposit for a term of one (1) year from date of receipt of funds). Restoration of service on these terms is available to customer only within forty-five (45) days of notice of intent to terminate.

Service will not be disconnected for nonpayment of a disputed amount if the subscriber has submitted a claim to CAB for informal review and deposited the disputed amount with the Commission.

Pursuant to CPUC Decision No. 90-08-032, in R.85-08-042, Carrier will promptly inform the local exchange carrier within the service area of which a terminated customer's billing address or premises are located of the termination of Carrier's service to said customer for failure to make timely payments for Carrier's services.

Insolvency, voluntary or otherwise, shall be grounds for immediate termination upon notification of any federal bankruptcy court, creditors' committee, debtor's attorney or debtor.

Payment of any bill (normal bill round) returned by a bank for insufficient funds or closure of account is grounds for automatic termination, at the option of Carrier.
3. Denial or termination of service by Carrier for reasons other than those enumerated in paragraphs 1 and 2 above shall be made upon reasonable notice to the customer except in the event of emergency or threatened or actual disruption of service to other customers, in which case Carrier may terminate service without advance notice.
4. Customer may cancel service at any time by written notice to Carrier. Carrier will hold the customer responsible for payment of all bills for service furnished until the date that service is cancelled.

## RULES

## (Continued)

## Rule 11 - Termination, Denial, and Restoration of Service (Cont'd)

A. General Provisions (Cont'd)
5. An account having been terminated or denied, may, at the sole discretion of Carrier, be reinstated under the following terms:
i. Replacement of funds by cash or cashier's check;
ii. Payment of a restoration-of-service fee to cover relevant costs plus the past-due balance by cash or cashier's check;
iii. Payment of a deposit not to exceed payment for two (2) months' average or estimated usage, by cash or cashier's check;
iv. Each situation shall be evaluated on an individual basis, and shall include such tests as credit inquiry, credit history, and profile and analysis of the customer's previous history of payment.
6. When the Company denies an application for telecommunications service subject to Commission jurisdiction, the Company shall inform the applicant of the reasons within ten (10) days thereafter The Company's reasons shall be provided in writing unless the applicant agrees to accept a different form of notice.
B. Legal Requirements for Refusal or Discontinuance of Service

CPUC Decision No. 71797, in Case No. 4930, requires that each communications utility, operating under the jurisdiction of the Commission, include the provisions of the rule set forth in Appendix "A" of that decision as a part of the rules in the utility's tariff schedules. Accordingly, Appendix "A" of Decision No. 71797 is quoted herein.

1. Any communications utility operating under the jurisdiction of this Commission shall refuse service to a new applicant, and shall disconnect existing service to a subscriber, upon receipt from any authorized official of a law enforcement agency of a writing, signed by a magistrate, as defined by Penal Code Sections 807 and 808, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or assist in the violation of the law.
2. Any person aggrieved by any action taken or threatened to be taken pursuant to this rule shall have the right to file a complaint with the Commission and may include therein a request for interim relief. The remedy provided by this rule shall be exclusive. No other action at law or in equity shall accrue against any communications utility because of, or as a result of, any matter or thing done or threatened to be done pursuant to the provisions of this rule.

Advice Letter No. 4
Decision No. 92-02-007
U-5251-C

Issued By:
Tariff Administrator

Date Filed: September 29, 2004
Effective: October 5, 2004 Resolution No.

## RULES

## (Continued)

## Rule 11 - Termination, Denial, and Restoration of Service (Cont'd)

B. Legal Requirements for Refusal or Discontinuance of Service (Cont'd)
3. If communications facilities have been physically disconnected by law enforcement officials at the premises where located, without central office disconnection, and if there is not presented to the communications utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the subscriber the communications utility shall promptly restore such service.
4. Any concerned law enforcement agency shall have the right to Commission notice of any hearing held by the Commission pursuant to paragraph 2 of this rule, and shall have the right to participate therein, including the right to present and cross-examine witnesses. Such law enforcement agency shall be entitled to receive copies of all notices and orders issued in such proceeding and shall have both (1) the burden of proving that the use made or to be made of the service is prohibited by instrumentality, directly or indirectly, to violate or to assist in the violation of the law, and (2) the burden of persuading the Commission that the service should be refused or should not be restored.
5. The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule, shall notify the applicant or subscriber in writing that such refusal or disconnection had been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with said notice a copy of this rule together with a statement that the applicant or subscriber may request information and assistance from the Commission at its San Francisco or Los Angeles office concerning any provision of this rule.
6. At the expiration of fifteen (15) days after refusal or disconnection of service pursuant to paragraph 1 of this rule, the utility, upon written request of the applicant or subscriber, shall provide or restore such service unless the law enforcement agency concerned shall have notified the utility in writing of its objection to such provision or restoration of service, in which event service may be provided or restored only in a complaint proceeding pursuant to paragraph 2 of this rule. At the time of giving any such notice of objection, the law enforcement agency shall mail or deliver a copy thereof to the applicant or subscriber. Nothing in this paragraph shall be construed to preclude the granting of interim relief in a proceeding initiated pursuant to paragraph 2 of this rule.

RULES
(Continued)
Rule 11 - Termination, Denial, and Restoration of Service (Cont'd)
B. Legal Requirements for Refusal or Discontinuance of Service
7. Each contract for communications service, by operation of law, shall be deemed to contain the provisions of this rule. Such provisions shall be deemed to be a part of any application for communications service. Applicants for service shall be deemed to have consented to the provisions of this rule as a consideration for the furnishing of such service.
8. The term "person," as used herein, includes a subscriber to communications service, an applicant for such service, a corporation, a company, a co-partnership, an association, a political subdivision, a public officer, a governmental agency, and an individual.

For the information of our Customers, the addresses of the Public Utilities Commission's offices are as follows:

## For Northern California:

California Public Utility Commission
State Office Building
505 Van Ness Avenue
San Francisco, California 94102

## For Southern California:

California Public Utility Commission
State Office Building
505 Van Ness Avenue, Room 2003
San Francisco, CA 94102
e-mail: consumer-affairs@cpuc.ca.org
** Certain Material Formerly Appearing On This Sheet Now Appears On Original Sheet No. 24.3 **

Effective: January 1, 2003
Resolution No.

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

RULES
(Continued)
Rule 11 - Termination, Denial, and Restoration of Service (Cont'd)

## Service Term Commitments

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

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 prorata early termination charge amount is determined by multiplying customer's monthly estimated billing by three (3) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination. Customer's 90-Day Term Agreement will automatically renew for subsequent additional 90-Day terms unless customers cancel their account within 30 days of completion of the current term.

6-Month Term Agreement - In consideration for the value of various promotional offerings granted to certain new customers, such customers may elect to be subject to a 6-Month Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The prorata 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.

Tariff Administrator Effective: January 1, 2003
Resolution No.

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

RULES
(Continued)
Rule 11 - Termination, Denial, and Restoration of Service (Cont'd)

## Service Term Commitments (Cont'd)

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

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

* Notwithstanding the foregoing, subscribers may cancel without termination fees or penalties any new tariffed or contract service within 30 days after the new service is initiated. This does not relieve the Customer from payment for per-use and normal recurring charges applicable to the service incurred before canceling, or for the reasonable cost of work done on Customer Premises prior to service cancellation.


## RULES

(Continued)
Rule 12 - Optional Rates and Information to be Provided to the Public
A copy of this tariff schedule and advice letters will be available for public inspection at Carrier's business office during regular business hours. Copies of Carrier's tariff schedule and advice letters are available to the public at a nominal cost to recover photocopying, postage and/or transmission expenses.

Carrier will post in a conspicuous place in its business office, a notice to the effect that copies of this tariff schedule and advice letters as filed with the Public Utilities Commission are available for public inspection.

## Rule 13 - Temporary Service

Temporary service or service to speculative projects will be provided if consistent with the best interest of Carrier. Rates and conditions for such service will be those published in this tariff schedule.

Rule 14 - Continuity of Service
In the event of foreknowledge of an interruption of service for a period exceeding twenty-four (24) hours, Customers will be notified in writing, by mail, at least one (1) week in advance.
** The Material Now Appearing On This Sheet Formerly Appeared On First Revised Sheet No. 24 **

## RULES

## (Continued)

## Rule 15 - Limitation of Liability

## Liability of Carrier

A. The liability of Carrier, if any, for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission during the course of furnishing service shall in no event exceed an amount equivalent to the charge to customer for the service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occurred. However, any such mistakes, omissions, interruptions, delays, errors or defects in transmission or service which are caused by or contributed to by the negligence or willful act of customer, or which arise from facilities or equipment used by customer, shall not result in the imposition of any liability whatsoever upon Carrier.
B. Carrier is not liable for the quality of service provided by any local exchange carrier. Carrier is not liable for any act, omission or negligence of any local exchange carrier or other provider whose facilities are used in furnishing any portion of the service received by customer.
C. Carrier shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to civil disorders; labor problems; and fire, flood, atmospheric conditions or other phenomena of nature, such as radiation. In addition, Carrier shall not be liable for any failure of performance hereunder due to necessary network reconfigurations; system modifications due to technical upgrades; or regulations established or actions taken by any court or government agency having jurisdiction over Carrier.
D. Except as expressly provided in this tariff, Carrier makes no understanding, agreements, representations or warranties, expressed or implied (including any regarding the merchantability or fitness for a particular purpose).

## RULES

## (Continued)

Rule 16 - Access to Customer's Premises
Carrier's authorized employees may enter a Customer's premises at all reasonable hours for any purpose reasonably pertinent to the furnishing of Customer service and the exercise of any and all rights secured to it by law or by these rules.

Carrier may remove any and all of its property, located on the Customer's premises at the termination of service, as provided for in these rules.

Rule 17 - Employee Service

There are no employee rates in effect.

## Material Now Appearing On This Sheet Formerly Appeared On Original Sheet 25. *

## RULES

## (Continued)

## Rule 18 - Backbilling Procedure

A. A bill shall not include any previously unbilled charge for service furnished prior to three (3) months immediately preceding the date of the bill, four (4) months in the case of wireless roaming charges on a system other than the subscriber's home system, and five (5) months for collect, third-party, and calling card calls. This limitation on backbilling does not apply in cases involving subscriber fraud.
B. The following exceptions would allow backbilling beyond the prior three (3) months:

1. Backbilling for a period of five (5) months will be permitted in the case of service which cannot be billed currently due to the unavailability of complete billing information to Carrier.
2. Backbilling for a period of one and one-half (1-1/2) years will be permitted in cases involving a reasonable likelihood that fraud has occurred.

Issued by
Tariff Administrator

Date Filed: September 29, 2004
Effective: October 5, 2004 Resolution No.

## RULES

(Continued)
Rule 19 - Freedom Plans
** The material formerly appearing on this page now appears on page no. 11.2.1 **

| Advice Letter No. 91 | Issued By: | Date Filed: May 31, 2002 |
| :--- | :--- | ---: |
| Decision No. 92-02-007 | Tariff Administrator | Effective: July 1, 2002 |
| U-5251-C |  | Resolution No. --------- |

# * All Material On This Sheet Is New * 

RULES

(Continued)

## Rule 20 - General Customer Eligibility Requirements

Company offers service to all persons and/or entities which meet the following general eligibility requirements. Additional eligibility requirements may apply for specific services and will be described and prescribed in the sections of this tariff applicable to each service offering based on specific eligibility requirements in addition to those following.
A. Non-Payment of Charges - At any time within the two years prior to ordering service from Company, customer may not have had its account with another telecommunications service provider canceled for non-payment of charges.
B. Timely Payment of Charges - At any time within the twelve (12) months prior to ordering service from Company, customer may not have had any history of late payment charges for services provided by another telecommunications service provider.
C. No History of Delinquencies - Presently, or at any time during a previous service period with Company or any commonly owned telecommunications service provider, Customer may not have had or have any delinquencies in payment of applicable charges.
D. Creditworthiness - Prior to and at all times during service terms, customer may have and maintain credit worthiness determined to be satisfactory to Company in its sole and absolute discretion.

## * ALL MATERIAL ON THIS SHEET IS NEW *

RULES
(Continued)
Rule 21 - Digital Subscriber Line Services - Terms and Conditions
A. General. Company's Digital Subscriber Line (DSL) Service provides an interstate data transport capability between a Customer's premises to the Customer's Internet Service Provider or ISP. DSL Service may be either Asymmetrical or Symmetrical.

1. Service Descriptions.
(a) Symmetrical DSL Service (SDSL). Symmetrical DSL Service provides the Customer with the ability to transmit data to (upstream rate/traffic) and receive data from (downstream rate/traffic) a DSL connection point at the same transmission speed using Customer's existing local exchange service line. Symmetrical DSL Service is available for simultaneous voice and data communications (VOD) or for data communications (Data) only. The peak data transmission speed using the Customer's existing local exchange service line is 768 kbps for both Symmetrical VOD and Symmetrical Data services. The transmission speed listed is the peak transmission speed available. Actual transmission speeds per line will vary and often be slower due to existing line conditioning factors such as the presence of bridge taps, load coils, repeaters, and digital loop carrier systems, on the distance of Customer's premises from the DSL connection point at the local exchange network's Serving Wire Center (SWC) or Central Office (CO) (maximum of 18,000 route feet), on the modem technology deployed by Customer, on the ISP provider CPE specifications, and other factors beyond the responsibility or control of Company.
(b) Asymmetrical DSL Service (ADSL). Asymmetrical DSL Service provides the Customer with the ability to transmit data to (upstream rate/traffic) and receive data from (downstream rate/traffic) a DSL connection point each at different transmissions speed using Customer's existing local exchange service line. Asymmetrical DSL Service is available for Customer's data communications generated by Customer's equipment for transport to and from the DSL connection point. Company offers four service speed capacities as follows:

UpStream Traffic DownStream Traffic

| 256 Kbps | 1.544 Mbps |
| :--- | :--- |
| 90 Kbps | 640 Kbps |
| 640 Kbps | 1.600 Mbps |
| 1.600 Mbps | 7.100 Mbps |

The transmission speeds listed in combination are the maximum or peak transmission speeds available. Actual transmission speeds per line will vary and often be slower due to existing line conditioning factors such as the presence of bridge taps, load coils, repeaters, and digital loop carrier systems, the distance of Customer's premises from the DSL connection point at the local exchange network's Serving Wire Center (SWC) or Central Office (CO)(maximum of 18,000 route feet), the modem technology deployed by Customer, Customer's ISP provider CPE specifications, and other factors beyond the responsibility or control of Company.

# * ALL MATERIAL ON THIS SHEET IS NEW * 

## RULES

(Continued)
Rule 21 - Digital Subscriber Line Services - Terms and Conditions (Cont'd)
B. Connection Point Defined. The DSL connection point is an interconnection point designated by Company or its agent that aggregates data traffic from and to the local exchange network's Serving Wire Center (SWC) or Central Office (CO). In certain operating territories, Customer may be required to subscribe to the local exchange telephone company's local exchange voice service. The application of this requirement will be expressly identified by operating territory herein. SDSL and ADSL SWCs/COs and DSL Service Connection Points may be identified in published tariffs such as the National Exchange Carrier's Association, Inc.'s Tariff F.C.C. No. 4, as amended from time-to-time.

# * ALL MATERIAL ON THIS SHEET IS NEW * 

RULES
(Continued)
Rule 21 - Digital Subscriber Line Services - Terms and Conditions (Cont'd)
C. Service Conditions and Limitations.

1. Qualified Facilities Requirement. DSL service is available only to Customer premises served with qualified local exchange copper facilities (local lines or local loops) and with the proper Customer Premises Equipment (CPE) and Inside Wiring (IW) arrangements installed on the Customer's Premises. Company will provide certain CPE but does not undertake to install or maintain the CPE nor does Company install or maintain the necessary IW and/or IW arrangements.
2. Line Qualifications. Pre-qualification conditions for a Customer's lines depends on the technical configuration and specifications of such lines in the local telephone network and Company provides DSL Service only after it determines if the Customer's local exchange service line or copper facilities are suitable for use with the DSL Service. DSL Service will not be provided if Company determines the facilities are not suitable, will cause interference to other services, or Customer's premises are served by fiber optic faciltities. When Company determines the facilities are suitable, Company will notify Customer if in addition to the Customer's CPE furnished by Company, any additional or different CPE is required to provide compatibility with the equipment deployed in the local exchange network's SWC/CO serving Customer's premises. Company provisions and maintains the DSL Service only from the DSL Connection Point to the Point of Interface at Customer's premises. An in-service exchange line facility, as referred to in association with Company's ADSL service, is the serving Central Office line equipment and all the plant facilities up to and including the Telephone Company-provided Network Interface Device (NID).
3. No Multi-point Service. SDSL or ADSL service may not be used for local exchange telephone voice service nor in a multi-point service configuration.
4. Minimum Service Period. The minimum period for which SDSL or ADSL Service is provided is 30 days.
5. Additional Rates and Regulations Apply. The rates and regulations for a Customer's local exchange voice service line apply in addition to the rates and regulations applicable hereunder to Company's DSL service. Additional rates and regulations also apply for the services (Special Access or Frame Relay) which connect the Customer's designated premises and the DSL Service Connection Point.

# * ALL MATERIAL ON THIS SHEET IS NEW * 

RULES
(Continued)
Rule 21 - Digital Subscriber Line Services - Terms and Conditions (Cont'd)

## C. Service Conditions and Limitations (Cont'd)

6. Disconnection. Company will automatically disconnect or temporarily suspend a Customer's SDSL or ADSL Service when the associated local exchange service voice line is disconnected or temporarily suspended for any reason and for the length of the disconnection or suspension.
7. Moves. A "move" is a change in the physical location of the Customer's Point of Interface on the Customer's premises or a change in the physical location of the Customer's premises. Charges and other conditions apply to moves as set forth in Company's local service tariff on file with the state in which Customer's premises are located or to which they are moved if Company provides local service in the relocated state; or purusant to the provisions of the local exchange tariff(s) of the local exchange carrier serving Customer's premises. In the latter event, Customer is responsible to Company on a pass-through basis or directly to the local exchange carrier for any and all charges imposed by such carrier for a move.
8. Interconnectivity Parameters. For Company's DSL service to provide high-speed data service for the establishment of a point-to-point Virtual Circuit (VC) between Customer's premises and its Internet/Intranet Service provider (ISP), the design, maintenance, and operation of Company's DSL service contemplates end-to-end communication consisting of combinations of overlay services using an in-service Company-provided, compatible end-user premises exchange line facility, e.g., an exchange access asynchronous transfer mode (ATM) service as set forth in applicable Incumbent Local Exchange Telephone Company ("ILEC") Tariffs, and/or other appropriate transport facilities. The designated enduser premises location must be served by an existing, in-service, ILEC provided exchange line facility and the designated customer location must be connected to the ILEC's ATM, with the ILEC's ATM port enabled for Unspecified Bit Rate (UBR) transmission. The Customer's premises must be in the same Local Access and Transport Area (LATA) as Company's DSL Connection Point and within the required distance (e.g., maximum 18,000 route feet) of the normal SWC/CO serving the Customer's premises.
9. Reserved for future use.
10. Multi-point Service. Multipoint service is not available.

# * ALL MATERIAL ON THIS SHEET IS NEW * 

RULES
(Continued)
Rule 21 - Digital Subscriber Line Services - Terms and Conditions (Cont'd)

## C. Service Conditions and Limitations (Cont'd)

11. Number of Circuits. The maximum number of Virtual Circuits (VCs) per exchange line facility is one.
12. Scope of Responsibility. The responsibility of Company is limited to arranging for or furnishing and maintaining DSL service between the end-user premises Network Interface Device (NID) and the customer's designated exchange access ATM location, in a manner proper for the furnishing of such service. Company must have Telephone Company qualify the exchange line facility to determine its technical suitability for DSL service.
13. CPE and Systems. Neither Company nor Telephone Company are responsible for:
(a) Installation, operation, or maintenance of any terminal equipment or communications system provided by Customer or authorized end-user. Where such equipment or system is connected to Company or resold Telephone Company facilities, the responsibility of Company and Telephone Company is limited to furnishing DSL service in accordance with the terms and conditions as set forth in this tariff;
(b) The transmission of signals generated by Customer equipment or system, or for the quality of, or defects in, such transmission, the reception of signals by such equipment or systems, or damage to a terminal or computer equipment or communications system provided by a customer or end-user due to testing;
(c) To the Customer or authorized end-user if changes in any Company/Telephone Company facilities, operations, or procedures utilized in the furnishing of DSL service render any facilities or equipment provided by a Customer or authorized end-user obsolete, or require modification or alteration of such equipment or system, or otherwise affects its use or performance.
14. Disclaimers. It is expressly declared that metallic facilities are in a continually decreasing supply and that neither Company nor Telephone Company holds itself in a position to warrant their availability. Should Company and/or Telephone Company initiated changes occur that render the exchange line facility incapable of transporting DSL service, Company shall not be required to continue the DSL service, but Customer shall not be liable for any applicable Termination Liability Charges (TLC).
15. Maintenance and Repair. Company directly or through arrangements with Telephone Company or other authorized agencies undertakes to maintain and repair the facilities which it furnishes. Customer or authorized end-user may not rearrange, disconnect, remove or attempt to repair any equipment installed by Company or on its behalf by Telephone Company or other authorized agency without prior written consent of Company, Telephone Company or authorized agency.

# * ALL MATERIAL ON THIS SHEET IS NEW * 

RULES
(Continued)
Rule 21 - Digital Subscriber Line Services - Terms and Conditions (Cont'd)

## D. Obligations of Customer

1. For each DSL Service ordered, Customer must (1) where lawfully permitted by state and/or federal regulation be subscribed to a local exchange service line purusant to the general or local exchange service tariff of the local exchange carrier serving Customer's premises; (2) provide Customer name, telephone number(s), and premises address(es), contact name, the contact name and address of the ISP or other telecommunications service provider with which Customer's DSL Service will interconnect, and such other information as required to provision the DSL Service to Customer.
2. Unless otherwise expressly provided, Customer must maintain all CPE provided by Company and is responsible for obtaining and maintaining any additional CPE needed to provide service.
3. The customer is responsible for installation and/or testing of Customer or authorized end-user premises equipment or facilities to ensure that when used for or connected for DSL service such end-user premises equipment or facilities operate properly.
4. Customer shall or shall arrange for cooperative testing with Company, Telephone Company or other authorized agency as may be necessary.
5. It shall be the responsibility of the Customer and/or authorized end-user to ensure the continuing compatibility of Customer Premises Equipment (CPE) at the Customer or authorized end user premises. Customer and/or authorized end-user shall be responsible for any expenses incurred for required changes to each of their equipments or facilities in order to make such equipments or facilities compatible with DSL service.
6. If requested by Company, Customer ordering DSL service must produce a letter of authorization requesting that Customer obtain a high speed data connection to its or its authorized end-user's premises using DSL service.

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RULES
(Continued)
Rule 21 - Digital Subscriber Line Services - Terms and Conditions (Cont'd)

## E. Rates and Rate Structure

1. Rate Categories and Application. Recurring monthly and non-recurring charges apply as follows. The monthly charge applies each month or fraction thereof. The nonrecurring charge applies to each SDSL VOD option and Data option ordered or each ADSL service ordered. The nonrecurring charge is waived for existing Customers of Company's interstate services subject to a disconnect charge of $\$ 50.00$ for those who cancel service prior to their 13th consecutive invoice. Where not otherwise expressly provided in a Rate Plan, the nonrecurring charge shall be not less than $\$ 145.00$ for new Customers who at the initiation of service are not existing Customers of Company's interstate long distance services.
2. Rates and Rate Plans - General The rates for SDSL and ADSL services offered by Company are offered in specified catagories - Standard, Introductory, Non-Standard, Competitive and/or Individual Case Base and are based on the the local exchange territories served by the local exchange company (the "incumbent LEC" or "ILEC"). In any territory or territories in which the ILEC offers its own DSL services in direct competition with the Company, Company's rates shall be the lesser of the rates under Company's Standard Rate Plan for that territory or territories or Company's Competitive Rate Plan for that territory or territories, e.g., the then prevailing retail rate of the incumbent LEC as tariffed prior to or at the time of Customer's request for service discounted by a specifically tariffed percentage. Any Competitive DSL rate or rates shall be available to all similarly situated Customers.

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

RULES
(Continued)
Rule 22 - 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 the 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. California law shall govern all such arbitrations, and the forum shall be the California county in which the subscriber is billed or the subscriber's primary place of use of the service. A dispute occurs when the customer fails to pay an invoice or contests it for any reason associated with the ordering, installation, provisioning, maintenance, repair, interruption, restoration or termination of any service or facility offered under this Tariff. Once a dispute is raised, arbitration is mandatory, and counterclaims may be asserted. The arbitration shall be administered by the neutral third party administrator (Administrator) jointly chosen by the customer and Company and shall be conducted under rules and procedures normally followed for arbitrations conducted in this country. As a condition of service under this Tariff, and as disclosed in the customer authorization for service (LOA), any dispute or any counterclaims in response to such a dispute shall be governed by such arbitration rules and procedures. Nothing herein shall be construed to deny a customer its rights to file complaints with the California Public Utilities Commission pursuant to applicable statutory or regulatory provisions at the conclusion of any arbitration conducted in accordance herewith. Carrier shall not hold subscribers liable for carrier costs resulting from complaints before the Commission, arbitrators, the courts or another agency.

Issued By:
Tariff Administrator


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[^1]:    * All Material On This Sheet Is New. *

    RATE SCHEDULE I (RESERVED FOR FUTURE USE)

[^2]:    * All Material On This Sheet Is New. *

    RATE SCHEDULE K
    (RESERVED FOR FUTURE USE)

[^3]:    Issued By:
    Tariff Administrator

[^4]:    * Subscribers may cancel without termination fees or penalties any new tariffed or contract service within 30 days after the new service is initiated. This does not relieve the Customer from payment for per-use and normal recurring charges applicable to the service incurred before canceling, or for the reasonable cost of work done on Customer Premises prior to service cancellation.

