

This tariff cancels and replaces Comtel Telcom Assets LP d/b/a eMeritus Communications' P.U.C.O. Tariff No. 3 in its entirety.

TITLE SHEET

COMMERCIAL RESALE TELECOMMUNICATIONS SERVICES

This tariff applies to the Resold Telecommunications Services furnished by Comtel Telcom Assets LP d/b/a Excel Telecommunications ("Carrier") to commercial customers between one or more points in the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected, during normal business hours, at Carrier's principal place of business, 433 (T) East Las Colinas Boulevard, Suite 1300, Irving, Texas 75039. This tariff was formerly Comtel (T) Telcom Assets LP d/b/a eMeritus Communications' P.U.C.O. Tariff No. 3.

Issued: February 13, 2007

Effective: February 15, 2007

Issued By: Becky Gipson
Senior Director, Regulatory Affairs
433 East Las Colinas Boulevard, Suite 1300
Irving, Texas 75039
(972) 910-1900

CHECK SHEET

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

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	First	31	Original	61	Original	91	Original
2	Second *	31.1	Original *	62	Original	92	Original
3	First	32	Original	63	Original	93	Original
4	First	33	Original	64	Original	94	Original
5	Original	34	Original	65	Original	95	Original
6	Original	35	Original	66	Original	96	Original
7	Original	36	Original	67	Original	97	Original
8	Original	37	Original	68	Original	98	Original
9	Original	38	Original	69	Original	99	Original
10	Original	39	Original	70	Original	100	Original
11	Original	40	Original	71	Original	101	Original
12	Original	41	Original	72	Original	102	Original
13	Original	42	Original	73	Original	103	Original
14	Original	43	Original	74	Original	104	Original
15	Original	44	Original	75	Original	105	Original
16	Original	45	Original	76	Original	106	Original
17	Original	46	Original	77	Original	107	Original
18	Original	47	Original	78	Original	108	Original
19	Original	48	Original	79	Original	109	Original
20	Original	49	Original	80	Original	110	Original
21	Original	50	Original	81	Original	111	Original
22	Original	51	Original	82	Original	112	Original
23	Original	52	Original	83	Original	113	Original
24	Original	53	Original	84	Original	114	Original
25	Original	54	Original	85	Original	115	Original
26	Original	55	Original	86	Original	116	Original
27	Original	56	Original	87	Original	117	Original
28	Original	57	Original	88	Original	118	Original
29	Original	58	Original	89	Original	119	Original
30	Original	59	Original	90	Original	120	Original
		60	Original				

* New or Revised

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Senior Director, Regulatory Affairs
433 East Las Colinas Boulevard, Suite 1300
Irving, Texas 75039
(972) 910-1900

CHECK SHEET (Continued)

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
121	Original	157	Original	193	Original	210	Original
122	Original	158	Original	194	Original	211	Original
123	Original	159	Original	195	Original	212	Original
124	Original	160	Original	196	Original	213	Original
125	Original	161	Original	197	Original	214	Original
126	Original	162	Original	198	Original	215	Original
127	Original	163	Original	199	Original	216	Original
128	Original	164	Original	200	Original	217	Original
129	Original	165	Original	201	Original	218	Original
130	Original	166	Original	203	Original	219	Original
131	Original	167	Original	204	Original	220	Original
132	Original	168	Original	205	Original	221	Original
133	Original	169	Original	205.1	Original	222	Original
134	Original	170	Original	205.2	Original	223	Original
135	Original	171	Original	205.3	Original	224	Original
136	Original	172	Original	205.4	Original *	225	Original
137	Original	173	Original	205.5	Original *	226	Original
138	Original	174	Original	205.6	Original *	227	Original
139	Original	175	Original	205.7	Original *	228	Original
140	Original	176	Original	205.8	Original *	229	Original
141	Original	177	Original	206	Original	230	Original
142	Original	178	Original	207	Original	231	Original
143	Original	179	Original	208	Original	232	Original
144	Original	180	Original	209	Original	233	Original
145	Original	181	Original			234	Original
146	Original	182	Original			235	Original
147	Original	183	Original			236	Original
148	Original	184	Original			237	Original
149	Original	185	Original			238	Original
150	Original	186	Original			239	Original
151	Original	187	Original				
152	Original	188	Original				
153	Original	189	Original				
154	Original	190	Original				
155	Original	191	Original				
156	Original	192	Original				

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Senior Director, Regulatory Affairs
433 East Las Colinas Boulevard, Suite 1300
Irving, Texas 75039
(972) 910-1900

First Revised Sheet No. 4
Replaces Original Sheet No. 4

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
240	Original	270	Original				
241	Original	271	Original				
242	Original	272	Original				
243	Original	273	Original				
244	Original	274	Original				
245	Original	275	Original				
246	Original	276	Original				
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268	Original						
269	Original						

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(972) 910-1900

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D - Delete or Discontinue
- I - Change Resulting In An Increase to A Customer's Bill
- M - Moved From Another Tariff Location
- N - New
- R - Change Resulting In A Reduction to A Customer's Bill
- T - Change In Text or Regulation But No Change In Rate or Charge

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.

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2440 Marsh Lane
Carrollton, Texas 75006

TARIFF FORMAT (Cont'd)

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a subscriber's location to Carrier's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a subscriber, to enable Carrier to identify the origin of service user so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no subscriber shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Automatic Numbering Identification (ANI) - A type of signalling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Carrier - Refers to Comtel Telcom Assets LP d/b/a Excel Telecommunications.

Common Carrier - A company or entity providing telecommunications services to the public.

Commission - Refers to the Public Utilities Commission of Ohio.

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

Customer - The party utilizing Carrier's services and responsible for payment of charges.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Peak Period - The Peak Period is 8:00 A.M.-5:00 P.M. Monday through Friday.

Responsible Organization (Resp. Org.) - The entity that has responsibility for the management of 800 numbers in the Service Management System (SMS/800) including maintaining Customer records in the SMS/800 system. Also, the entity which accesses the SMS/800 to: (a) search for and reserve 800 numbers; (b) create and maintain 800 number Customer records, including call processing records; and (c) provide a single point of contact for trouble reporting. The SMS/800 recognizes one Resp. Org. for each 800 number.

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

Subscriber - The person or legal entity which enters into arrangements for Carrier's telecommunications services and is responsible for payment of a Carrier's services.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

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2440 Marsh Lane
Carrollton, Texas 75006

SECTION 2. RULES AND REGULATIONS

2.1 Application of Tariff

2.1.1 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Carrier for telecommunications between points within the state. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.

- A. Carrier may, from time to time, offer various enhanced services and information services within the state. Such services will be provided pursuant to contract and will not be governed by this tariff.
- B. Carrier may also, from time to time, offer switching and/or transmission to other telecommunications carriers for resale to such companies' customers. The rates for any such services will be determined pursuant to contract, to the extent authorized by the Commission, and Section 4 of this Tariff will not apply thereto.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.1 Application of Tariff (Cont'd)

- 2.1.2 Carrier's services are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers.
- 2.1.3 The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.
- 2.1.4 The subscriber is entitled to limit the use of Carrier's services by users at the subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Use of Services

- 2.2.1 Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Carrier's services are available for use 24 hours per day, seven days per week.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Use of Services (Cont'd)

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

2.2.6 Carrier's services may be denied for nonpayment of charges or for other violations of this tariff.

2.3 Liability of Carrier

2.3.1 Carrier shall not be liable for loss or damage sustained by reason of any failure in or breakdown of facilities associated with Carrier's services or for any interruption or delay of services, whatever shall be the cause of such failure, breakdown, or interruption and whether negligent or otherwise and however long it shall last. In no event shall Carrier's liability for any service exceed the charges applicable under this tariff to such service.

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

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

- 2.3.3 Carrier is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with Carrier's services.
- 2.3.4 Carrier shall not be liable for any personal injury, or death of any person or persons, and for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its services, whatever shall be the cause and whether negligent or otherwise.
- 2.3.5 Carrier shall not be liable for and shall be indemnified and saved harmless by any subscriber, user or other entity from any and all loss, claims, demands, suits, or other action or any liability whatever, whether suffered, made, instituted, or asserted by any subscriber, user or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any subscriber, user or any other entity or any other property whether owned or controlled by the subscriber, user or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the subscriber, user or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by Carrier which is not the direct result of Carrier's negligence. No agents or employees of any other entity shall be deemed to be the agents or employees of Carrier.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

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

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2440 Marsh Lane
Carrollton, Texas 75006

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber

- 2.4.1 The subscriber is responsible for placing any necessary orders; for complying with tariff regulations; and for assuring that users comply with tariff regulations. The subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the subscriber to users. The subscriber is also responsible for the payment of charges for calls originated at the subscriber's numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.2 The subscriber is responsible for charges incurred for special construction and/or special facilities which the subscriber requests and which are ordered by Carrier on the subscriber's behalf.
- 2.4.3 If required for the provision of Carrier's services, the subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to Carrier.
- 2.4.4 The subscriber is responsible for arranging access to its premises at times mutually agreeable to Carrier and the subscriber when required for Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber (Cont'd)

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

If the subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other subscribers, Carrier may, upon written notice, require the use of protective equipment at the subscriber's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon written notice, terminate the subscriber's service.

2.4.6 The subscriber must pay Carrier for replacement or repair of damage to the equipment or facilities of Carrier caused by negligence or willful act the subscriber, users, or others, by improper use of the services, or by use of equipment provided by the subscriber, users, or others.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber (Cont'd)

- 2.4.7 The subscriber must pay for the loss through theft of any Carrier equipment installed at subscriber's premises.
- 2.4.8 The subscriber is responsible for payment of the charges set forth in this tariff.
- 2.4.9 The subscriber is responsible for compliance with the applicable regulations set forth in this tariff.

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2440 Marsh Lane
Carrollton, Texas 75006

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Cancellation or Interruption of Services

2.5.1 Without incurring liability, Carrier may discontinue services to a subscriber or may withhold the provision of ordered or contracted services, subject to the procedures set forth in 2.5.2:

- (A) For nonpayment of any sum due Carrier for more than thirty (30) days after issuance of the bill for the amount due,
- (B) For violation of any of the provisions of this tariff,
- (C) For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Carrier's services, or
- (D) By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Carrier from furnishing its services.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Cancellation or Interruption of Services (Cont'd)

2.5.2 Procedures for discontinuance of existing service:

- A. Carrier may discontinue service without notice for any of the following reasons:
 - 1. If a subscriber or user causes or permits any signals or voltages to be transmitted over Carrier's network in such a manner as to cause a hazard or to interfere with Carrier's service to others.
 - 2. If a subscriber or user uses Carrier's services in a manner to violate the law.
- B. In all other circumstances, Carrier will provide the subscriber with written notice stating the reason for discontinuance, and will allow the subscriber not less than ten (10) days to remove the cause for discontinuance. In cases of non-payment of charges due, the subscriber will be allowed at least five (5) days, excluding Sundays and holidays, to make full payment of all undisputed charges, and in no event will service be discontinued on the day preceding any day on which Carrier is not prepared to accept payment of the amount due and to reconnect service.

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2440 Marsh Lane
Carrollton, Texas 75006

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Cancellation or Interruption of Services (Cont'd)

- 2.5.3 Without incurring liability, Carrier may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of subscriber and Carrier's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- 2.5.4 Service may be discontinued by Carrier, without notice to the subscriber, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when Carrier deems it necessary to take such action to prevent unlawful use of its service. Carrier will restore service as soon as it can be provided without undue risk, and will, upon request by the customer affected, assign a new authorization code to replace the one that has been deactivated.

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Carrollton, Texas 75006

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Billing Arrangements

2.6.1 Subscribers will either be billed directly by Carrier or its intermediary, or charges will be included in the subscribers' regular telephone bill pursuant to billing and collection agreements established by Carrier or its intermediary with the applicable telephone company.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.7 Validation of Credit

Carrier reserves the right to validate the credit worthiness of subscribers or users.

2.8 Contested Charges

Any objection to billed charges should be promptly reported to the Company. Adjustments to customer's bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where any undercharge in billing of the subscriber is the result of a Company mistake, the Company may not backbill in excess of twelve months. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend, or other compensation on the amount overbilled.

If there is still a disagreement about the disputed amount after the investigation and review by a manager of the Carrier, the user may file an appropriate complaint with the Commission. The Commission's address is:

Public Utilities Commission of Ohio
180 E. Broad Street
Columbus, Ohio 43215-3793
(614) 466-3292

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9 Billing Entity Conditions

When billing functions on behalf of Carrier are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

2.10 Advance Payments and Deposits

2.10.1 Advance Payments

Carrier may require a Customer to make an advance payment before services or facilities are furnished. The advance payment will not exceed an amount equal to two-months estimated charges, as determined by Carrier. The advance payment will be credited to the Customer's bill. An advance payment may be required in addition to a deposit.

2.10.2 Deposits

Carrier may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment. The deposit will not exceed an amount equal to:

- (A) two month's charges for a service or facility which has a minimum payment period of one month; or

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.10 Advance Payments and Deposits

2.10.2 Deposits

(B) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

2.10.2.1 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, Carrier may, at its option, return the deposit or credit it to the Customer's account.

2.10.2.2 Deposits held will accrue interest at a rate no lower than that specified by the applicable regulatory commission.

2.10.2.3 Customers whom Carrier believes present a credit risk may also be required, at any time, to provide other assurances of, or security for, the payment of the Company's charges for its Services as the Company may deem necessary, including without limitation, advance payments for Service, third party guarantees or payment, pledges or other grants of security interests in the Customers' assets, and similar arrangements. The required deposits or other security may be increased or decreased by the Company as it deems appropriate in the light of changing conditions.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.11 Credit Limits

Carrier reserves the right to impose a \$250.00 credit limit per telephone line for non-residential customers. Carrier reserves the right to request reasonable credit assurance, in its sole discretion, to allow spending in excess of \$250.00 per billing cycle.

2.12 Taxes

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate line items and are not included in the quoted rates.

2.13 Late Payment Charges

Any charges accrued under this tariff that are not paid in full within the time provided will be subject to a late payment charge of 1.5% per month.

SECTION 3. DESCRIPTION OF SERVICE

3.1 Timing of Calls

Billing for calls placed over the Carrier network is based in part on the duration of the call. There shall only be timing for conversation time and there shall be no charge for uncompleted calls. Conversation time is defined as the elapsed time when two-way communication between the calling and called party is possible. The call ends when either the calling or called party hangs up. Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch.

Unless otherwise indicated, all calls billed under the Company's commercial and business service offerings will be rounded up to the next whole minute or six second increment, whichever applies. In addition, if the computed charge for a call made pursuant to the Company's commercial and business service offerings, results in a fraction of a cent, the fraction will be rounded up to the next whole cent.

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SECTION 3. DESCRIPTION OF SERVICE (Cont'd)

3.2 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. Carrier uses the rate centers, associated vertical and horizontal coordinates, and method of computing mileage set forth in AT&T Tariff F.C.C. No. 10.

FORMULA =

3.3 Service Offerings

Carrier provides direct dialed services. The applicable rates for these services are set forth in Section 4 of this tariff.

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SECTION 3. DESCRIPTION OF SERVICE (Cont'd)

3.4 Minimum Call Completion Rate

Carrier will ensure an industry standard blocking rate between P.01 and P.02.

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 90% during peak use periods for Feature Group D 1+ dialing. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

3.5 Unless otherwise specified, service is available in Ohio Bell, AllTel, United and GTE LATAs listed below:

<u>LATA No.</u>	<u>LATA Name</u>
320	Cleveland
322	Youngstown
324	Columbus
325	Akron
326	Toledo
328	Dayton
922	Cincinnati
923	Mansfield

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SECTION 3. DESCRIPTION OF SERVICE (Cont'd)

3.6 LDMTS Promotion

During the period from September 19, 1995 through December 31, 1996, new Residential Customers of Excel will automatically be subscribed to the Dial & Save USA Savings Program Defined in Section 4.5 of this tariff. If, at the expiration of this period, the Company determines that the Customer's average Excel long distance usage does not exceed \$20 per month, then the Company reserves the right, upon notification, to convert the Customer to the Dial & Save Residential Calling Program defined in Section 4.1 of this tariff.

From time to time the Company will, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring charges, reduce commitment or term requirements or to reduce rates for eligible Customers of target products. Such promotions will be made available to all similarly situated Customers in the target market area.

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)

3.7 Minimum Usage Requirement

(N)

The Minimum Usage Requirement will apply in each billing cycle in which a Customer's qualifying Excel charges do not meet the minimum usage amount. The amount assessed for the Minimum Usage Requirement is the difference between the minimum usage amount of \$50.00 and the Customer's qualifying charges in a billing cycle. The Minimum Usage Requirement will not apply to customer accounts with no Excel charges in a given billing cycle or to accounts with existing monthly minimums greater than \$50.00.

Qualifying charges to be applied toward calculating the monthly usage minimum will be derived only from the following Excel charges: all long distance, calling card, toll free, conference calling and directory assistance usage, Carrier Cost Recovery Fee as well as any monthly recurring or non-recurring charges associated with the Customer's Excel services.

(N)

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Senior Director, Regulatory Affairs
433 East Las Colinas Boulevard, Suite 1300
Irving, Texas 75039
(972) 910-1900

SECTION 4. RATES

This section sets forth the rates and charges applicable to Carrier's Direct Dialed service offering. The total charge for each completed direct-dialed call consists of the required usage charge incurred.

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SECTION 4. RATES (Cont'd)

4.1 Dial & Save Residential Calling Program

This is a non-operator assisted, direct dial service available to residential customers. The Customer accesses the service via standard switched access service. The Customer may access Carrier either by selecting Carrier as the presubscribed interexchange carrier or by dialing the Carrier's "10XXX" access code. Calls are billed in initial and additional one minute increments, with any fractional portion rounded up to the next highest billing increment.

4.1.1 IntraLATA Rates

Day Rate Period: Calls placed from 8:00 a.m. to 5:00 p.m. Monday - Friday.

Evening Rate Period: Calls placed from 5:00 p.m. to 11:00 p.m. Sunday - Friday and carrier recognized holidays.

Night/Weekend Rate Period: Calls placed from 11:00 p.m. to 8:00 a.m. Sunday - Friday, all day Saturday, and from midnight to 5:00 p.m. Sunday.

A. Ohio Bell Service Areas

Rate Mileage	<u>Day</u>		<u>Eve</u>		<u>Night/Weekend</u>	
	1st <u>Min</u>	Add'l <u>Min</u>	1st <u>Min</u>	Add'l <u>Min</u>	1st <u>Min</u>	Add'l <u>Min</u>
1-10	\$0.3100	\$0.1600	\$0.1280	\$0.0640	\$0.1280	\$0.0640
11-22	\$0.3400	\$0.2200	\$0.1600	\$0.0880	\$0.1600	\$0.0880
23-55	\$0.3400	\$0.2200	\$0.1600	\$0.0880	\$0.1600	\$0.0880
56-124	\$0.3400	\$0.2200	\$0.1600	\$0.0880	\$0.1600	\$0.0880
125-292	\$0.3400	\$0.2200	\$0.1600	\$0.0880	\$0.1600	\$0.0880

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SECTION 4. RATES (Cont'd)

4.1 Dial & Save Residential Calling Program (Cont'd)

4.1.1 IntraLATA Rates (Cont'd)

B. GTE Service Area

Rate Mileage	<u>Day</u>		<u>Eve</u>		<u>Night/Weekend</u>	
	1st <u>Min</u>	Add'l <u>Min</u>	1st <u>Min</u>	Add'l <u>Min</u>	1st <u>Min</u>	Add'l <u>Min</u>
1-10	\$0.3200	\$0.1600	\$0.1764	\$0.1404	\$0.1260	\$0.0936
11-22	\$0.2520	\$0.2200	\$0.1764	\$0.1404	\$0.1260	\$0.0936
23-55	\$0.2520	\$0.2070	\$0.1764	\$0.1404	\$0.1260	\$0.0936
56-124	\$0.2880	\$0.2520	\$0.2016	\$0.1674	\$0.1440	\$0.1116
125-292	\$0.2880	\$0.2520	\$0.2016	\$0.1674	\$0.1440	\$0.1116

C. United Telephone Service Area

Rate Mileage	<u>Day</u>		<u>Eve</u>		<u>Night/Weekend</u>	
	1st <u>Min</u>	Add'l <u>Min</u>	1st <u>Min</u>	Add'l <u>Min</u>	1st <u>Min</u>	Add'l <u>Min</u>
1-10	\$0.3200	\$0.1600	\$0.2484	\$0.1458	\$0.1656	\$0.0972
11-22	\$0.4000	\$0.2200	\$0.2484	\$0.1458	\$0.1656	\$0.0972
23-55	\$0.4140	\$0.2430	\$0.2484	\$0.1458	\$0.1656	\$0.0972
56-124	\$0.4230	\$0.2610	\$0.2538	\$0.1566	\$0.1692	\$0.1044
125-292	\$0.4320	\$0.2880	\$0.2592	\$0.1728	\$0.1728	\$0.1152

SECTION 4. RATES (Cont'd)

4.1 Dial & Save Residential Calling Program (Cont'd)

4.1.1 IntraLATA Rates (Cont'd)

D. Cincinnati Bell Service Area

Rate Mileage	<u>Day</u>		<u>Eve</u>		<u>Night/Weekend</u>	
	1st <u>Min</u>	Add'l <u>Min</u>	1st <u>Min</u>	Add'l <u>Min</u>	1st <u>Min</u>	Add'l <u>Min</u>
1-10	\$0.2970	\$0.2430	\$0.1782	\$0.1458	\$0.1188	\$0.0972
11-22	\$0.2970	\$0.2430	\$0.1782	\$0.1458	\$0.1188	\$0.0926
23-55	\$0.2970	\$0.2430	\$0.1782	\$0.1458	\$0.1188	\$0.0972
56 +	\$0.3870	\$0.3330	\$0.2322	\$0.1998	\$0.1548	\$0.1332

E. AllTel Service Area

Rate Mileage	<u>Day</u>		<u>Eve</u>		<u>Night/Weekend</u>	
	1st <u>Min</u>	Add'l <u>Min</u>	1st <u>Min</u>	Add'l <u>Min</u>	1st <u>Min</u>	Add'l <u>Min</u>
1-10	\$0.1800	\$0.1600	\$0.1260	\$0.0792	\$0.1260	\$0.0792
11-22	\$0.1800	\$0.1800	\$0.1260	\$0.0792	\$0.1260	\$0.0792
23-55	\$0.1800	\$0.1800	\$0.1260	\$0.0792	\$0.1260	\$0.0792
56-124	\$0.1800	\$0.1800	\$0.1260	\$0.0792	\$0.1260	\$0.0792
125-292	\$0.1800	\$0.1800	\$0.1260	\$0.0792	\$0.1260	\$0.0792

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SECTION 4. RATES (Cont'd)

4.1 Dial & Save Residential Calling Program

4.1.2 InterLATA Rates

Day Rate Period: Calls placed from 8:00 a.m. to 5:00 p.m. Monday - Friday.

Evening Rate Period: Calls placed from 5:00 p.m. to 11:00 p.m. Sunday - Friday and carrier recognized holidays.

Night/Weekend Rate Period: Calls placed from 11:00 p.m. to 8:00 a.m. Sunday - Friday, all day Saturday, and from midnight to 5:00 p.m. Sunday.

Rate <u>Mileage</u>	<u>Day</u>		<u>Eve</u>		<u>Night/Weekend</u>	
	1st <u>Min</u>	Add'l <u>Min</u>	1st <u>Min</u>	Add'l <u>Min</u>	1st <u>Min</u>	Add'l <u>Min</u>
1-10	\$0.1800	\$0.1200	\$0.1275	\$0.0850	\$0.0950	\$0.0640
11-22	\$0.1900	\$0.1600	\$0.1400	\$0.1100	\$0.1100	\$0.0780
23-55	\$0.2199	\$0.2000	\$0.1340	\$0.1300	\$0.1100	\$0.1020
56-124	\$0.2399	\$0.2300	\$0.1470	\$0.1510	\$0.1399	\$0.1200
125-171	\$0.2499	\$0.2500	\$0.1570	\$0.1650	\$0.1399	\$0.1400
172-196	\$0.2499	\$0.2500	\$0.1570	\$0.1650	\$0.1399	\$0.1400
197-430	\$0.2499	\$0.2500	\$0.1570	\$0.1650	\$0.1399	\$0.1400
431+	\$0.2499	\$0.2500	\$0.1570	\$0.1650	\$0.1399	\$0.1400

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SECTION 4. RATES (Cont'd)

4.2 Prime Calling Program

Prime Calling Program is a direct dial service available to business and residential customers. Customers may access the service either from an access line presubscribed to Carrier or by dialing the Carrier's "10XXX" code. In order to be billed at Prime Calling Program rates, Customer must register for the service during a contact with Carrier and be entered into the Carrier billing database prior to utilizing the service.

- 4.2.1. Customers are billed through the local exchange carrier or directly by Carrier. If billed by Carrier, payment is due upon receipt of Carrier's bill. Bills are delinquent twenty-one (21) days from date of bill. Service may be terminated, at Carrier's discretion, without notice if payment is not received thirty (30) days from the billed date. Service termination, or waiver of termination by Carrier, is in addition to any other right Carrier may have in law or equity to collect delinquent charges.
- 4.2.2. If customer fails to pay charges within the specified time period, terms, Carrier reserves the right to change customer from Prime Calling Program to Dial & Save Residential Calling Program rates, and commence billing customer through the local exchange carrier without notice. This remedy is in addition to any other right Carrier may have in law or equity to collect delinquent charges.
- 4.2.3. Customer must notify Carrier of billing disputes, otherwise charges shall be deemed valid, correct, due and payable.

SECTION 4. RATES (Cont'd)

4.2 Prime Calling Program (Cont'd)

4.2.4. Rates - Calls are billed in initial 18 second increments, and in six second increments thereafter.

Peak Period Calls placed from 8:00 a.m. to 5:00 p.m., Monday - Friday.

Off-Peak Period All other times, including carrier holidays.

	<u>PEAK</u>		<u>OFF-PEAK</u>		
	<u>1st Min</u>	<u>Add'l Min</u>	<u>1st Min</u>	<u>Add'l Min</u>	
IntraLATA	\$0.160	\$0.135	\$0.160	\$0.135	
InterLATA	\$0.160	\$0.135	\$0.160	\$0.135	

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SECTION 4. RATES (Cont'd)

4.3 Directory Assistance

Directory assistance calls will be completed at \$0.50 per call.

4.4 Discounts for Hearing Impaired Customers

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period.

SECTION 4. RATES (Cont'd)

4.5 USA Savings Plan

USA Savings Plan is a non-operator assisted, direct dial service available to residential and business customers. The Customer accesses the service via standard switched access service. The Customer may access Carrier either by selecting Carrier as the presubscribed interexchange carrier or by dialing the Carrier's "10XXX" access code. This service is offered in conjunction with interstate, international, and travel card service.

Calls are billed in one minute increments, after an initial minimum call duration of one minute. Any fractional portion of a call is rounded up to the next highest billing increment.

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SECTION 4. RATES (Cont'd)

4.5 USA Savings Plan (Cont'd)

4.5.1 USA Savings Plan IntraLATA Rates

Day Rate Period: Calls placed from 8:00 a.m. to 5:00 p.m. Monday - Friday.

Evening Rate Period: Calls placed from 5:00 p.m. to 11:00 p.m. Sunday - Friday and carrier recognized holidays.

Night/Weekend Rate Period: Calls placed from 11:00 p.m. to 8:00 a.m. Sunday - Friday, all day Saturday, and from midnight to 5:00 p.m. Sunday.

A. Ohio Bell/AllTel Service Areas

Rate	<u>Day</u>		<u>Eve</u>		<u>Night/Weekend</u>	
	1st <u>Mileage</u>	1st <u>Add'l</u> <u>Min</u>	1st <u>Min</u>	1st <u>Add'l</u> <u>Min</u>	1st <u>Min</u>	1st <u>Add'l</u> <u>Min</u>
1-10	\$0.3230	\$0.2090	\$0.1520	\$0.0836	\$0.1520	\$0.0836
11-22	\$0.3230	\$0.2090	\$0.1520	\$0.0836	\$0.1520	\$0.0836
23-55	\$0.3230	\$0.2090	\$0.1520	\$0.0836	\$0.1520	\$0.0836
56-124	\$0.3230	\$0.2090	\$0.1520	\$0.0836	\$0.1520	\$0.0836
125-292	\$0.3230	\$0.2090	\$0.1520	\$0.0836	\$0.1520	\$0.0836

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SECTION 4. RATES (Cont'd)

4.5 Dial & Save USA Savings Plan (Cont'd)

4.5.1 IntraLATA Rates (Cont'd)

B. GTE Service Area

Rate Mileage	<u>Day</u>		<u>Eve</u>		<u>Night/Weekend</u>	
	1st Min	Add'l Min	1st Min	Add'l Min	1st Min	Add'l Min
1-10	\$0.2660	\$0.2185	\$0.1862	\$0.1482	\$0.1330	\$0.0988
11-22	\$0.2660	\$0.2185	\$0.1862	\$0.1482	\$0.1330	\$0.0988
23-55	\$0.2660	\$0.2185	\$0.1862	\$0.1482	\$0.1330	\$0.0988
56-124	\$0.3040	\$0.2660	\$0.2128	\$0.1767	\$0.1520	\$0.1178
125-292	\$0.3040	\$0.2660	\$0.2128	\$0.1767	\$0.1520	\$0.1178

C. United Telephone Service Area

Rate Mileage	<u>Day</u>		<u>Eve</u>		<u>Night/Weekend</u>	
	1st Min	Add'l Min	1st Min	Add'l Min	1st Min	Add'l Min
1-10	\$0.4370	\$0.2565	\$0.2622	\$0.1539	\$0.1748	\$0.1026
11-22	\$0.4370	\$0.2565	\$0.2622	\$0.1539	\$0.1748	\$0.1026
23-55	\$0.4370	\$0.2565	\$0.2622	\$0.1539	\$0.1748	\$0.1026
56-124	\$0.4465	\$0.2755	\$0.2679	\$0.1653	\$0.1786	\$0.1102
125-292	\$0.4560	\$0.3040	\$0.2736	\$0.1824	\$0.1824	\$0.1216

SECTION 4. RATES (Cont'd)

4.5 Dial & Save USA Savings Plan (Cont'd)

4.5.1 IntraLATA Rates (Cont'd)

D. Cincinnati Bell Service Area

Rate Mileage	<u>Day</u>		<u>Eve</u>		<u>Night/Weekend</u>	
	1st Min	Add'l Min	1st Min	Add'l Min	1st Min	Add'l Min
1-10	\$0.3135	\$0.2565	\$0.1881	\$0.1539	\$0.1254	\$0.1026
11-22	\$0.3135	\$0.2565	\$0.1881	\$0.1539	\$0.1254	\$0.1026
23-55	\$0.3135	\$0.2565	\$0.1881	\$0.1539	\$0.1254	\$0.1026
56-124	\$0.4085	\$0.3515	\$0.2708	\$0.2109	\$0.1634	\$0.1406
125-292	\$0.4085	\$0.3515	\$0.2451	\$0.2109	\$0.1634	\$0.1406

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SECTION 4. RATES (Cont'd)

4.5 Dial & Save USA Savings Plan

4.5.2 InterLATA Rates

Day Rate Period: Calls placed from 8:00 a.m. to 5:00 p.m. Monday - Friday.

Evening Rate Period: Calls placed from 5:00 p.m. to 11:00 p.m. Sunday - Friday and carrier recognized holidays.

Night/Weekend Rate Period: Calls placed from 11:00 p.m. to 8:00 a.m. Sunday - Friday, all day Saturday, and from midnight to 5:00 p.m. Sunday.

Rate <u>Mileage</u>	<u>Day</u>		<u>Eve</u>		<u>Night/Weekend</u>	
	1st <u>Min</u>	Add'l <u>Min</u>	1st <u>Min</u>	Add'l <u>Min</u>	1st <u>Min</u>	Add'l <u>Min</u>
1-10	\$0.1800	\$0.1200	\$0.1275	\$0.0850	\$0.0950	\$0.0640
11-22	\$0.1900	\$0.1600	\$0.1400	\$0.1100	\$0.1100	\$0.0780
23-55	\$0.1979	\$0.1800	\$0.1206	\$0.1170	\$0.0990	\$0.0918
56-124	\$0.2159	\$0.2070	\$0.1323	\$0.1359	\$0.1259	\$0.1080
125+	\$0.2249	\$0.2250	\$0.1413	\$0.1485	\$0.1259	\$0.1260

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SECTION 4. RATES (Cont'd)

4.6 Calling Club Referral Program

Customers who have selected Carrier as their primary interexchange carrier or who access Carrier service via "10XXX" dialing are eligible to participate in the Calling Club Referral Program. Participants in the Calling Club Referral Program will receive a discount equal to five percent (5%) of the monthly Carrier long distance usage generated by customers whom they refer to Carrier.

For the purposes of this program, "usage" is defined as charges for interstate, interLATA, and intraLATA long distance calls placed over the Carrier's network. International long distance usage, offered under the Carrier's International Tariff FCC No. 2, is also eligible for the Calling Club Referral Program discount. Directory assistance, non-recurring, or recurring fees and taxes are not considered usage and are, therefore, not eligible for the monthly discount.

The discount will be calculated monthly and applied to the Calling Club Participant's monthly bill in the form of an electronic credit or a check made payable to the Participant or jointly to the Participant and the LEC.

4.6.1 In order to receive Calling Club discounts, the following conditions must be observed:

- A. Calling Club Participant and Referral Customer must maintain separate LEC accounts within Carrier's originating service area.
- B. Calling Club Participant must make at least one (1) billable Carrier long distance call per month or they forfeit that month's referral discount.

SECTION 4. RATES (Cont'd)

4.6 Calling Club Referral Program (Cont'd)

- C. Calling Club Participant's Referral Customer must make at least one (1) billable Carrier long distance call every three (3) months. Should a Referral Customer cease using Carrier for a period longer than three (3) months, the Referral may be purged from the Carrier billing database and disassociated from the Calling Club Participant's account.
- D. Calling Club Participant must properly register the Referral Customer with Carrier prior to accumulating or receiving discounts. Participant may register the Referral Customer by dialing a designated toll-free number and speaking with a Carrier representative or by completing a special enrollment form and submitting it to Carrier. In order to receive discounts, Participant must provide Carrier with accurate information regarding the Referral Customer for entry into the Carrier billing database. Participant is responsible for notifying Carrier of changes in the Referral Customer's billing information.
- E. The Referral Customer must be a new Carrier user, defined as not having used Carrier within the past twelve (12) months.

SECTION 4. RATES (Cont'd)

4.6 Calling Club Referral Program (Cont'd)

4.6.2 Carrier reserves the right to discontinue or change this plan at any time. Carrier also reserves the right to suspend the Calling Club Referral Program on a case-by-case basis, should the Carrier believe that the program is being used for fraudulent purposes. At the discretion of the Carrier, the program may be reinstated to suspended Participants or Referral Customers.

4.7 Travel Card Service

Travel Card Service is available to Customers of Carrier's long distance services. Customers will reach Carrier's network via a toll-free number, and enter an authorization code and a personal identification number. Calls are billed in initial and additional one minute increments, with any fractional portion rounded up to the next highest billing increment.

4.7.1 Prime Business Customers

Domestic Rate: .25 per minute; no surcharge

4.7.2 Residential Customers

Domestic Rate:

Day	.20 per minute; no surcharge
Night/Weekend	.16 per minute; .60 surcharge

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SECTION 4. RATES (Cont'd)

4.8 Flat Rate Residential Program

Dial & Save Residential Program is a flat rate outbound residential only calling service. Calls are originated from presubscribed switched residential Customer access lines. This service permits the residential Customers to make direct dialed 1+ calls from locations within the state of Ohio. Calls are billed in six (6) second increments with a minimum initial calling period of eighteen (18) seconds. Any fractional portion of a call is rounded up to the next highest billing increment.

4.8.1 Flat Rate Residential Program Rates

Per Minute Rate:	\$0.1000
Monthly Recurring Charge:	\$3.00

SECTION 4. RATES (Cont'd)

4.9 Small Business 800 Service

Small Business 800 Service is an inbound calling service utilizing switched access facilities. This service permits the Customer to receive incoming calls from all locations within the state of Ohio. With Small Business 800 service, the Customer is charged for the call, not the calling party. Calls are billed in six (6) second increments with a minimum initial calling period of eighteen (18) seconds. Any fractional portion of a call is rounded up to the next highest billing increment.

4.9.1 Small Business Rate

Initial Minute	\$0.2200
Each Additional Minute	\$0.2000
Monthly Recurring Charge:	\$3.00

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SECTION 4. RATES (Cont'd)

4.10 Enhanced Services

Enhanced services include voice mail, fax mail, speed dial, and other special services including access to news, weather, sports, and financial information. Enhanced services are available to business and residential customers. Calls are billed in one minute initial and one minute additional period increments, with any fractional portion of call rounded up to the next highest billing increment.

4.10.1 Enhanced Services Rates

First Minute: \$1.25
Add'l Minute: \$0.25

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SECTION 4. RATES (Cont'd)

4.11 Commercial Plan

The Commercial Plan is available to business Customers who meet the Company's credit approval guidelines. Customers may select a Month to Month or a Term Commitment Option. Customers electing a Term Commitment Option must sign a contract with the Company. Customers will either be billed directly by the Company or by their local exchange telephone Company. Commercial Plan rates apply to direct dial, toll free (800/888) and calling card calls. A monthly recurring charge may also apply.

Account Codes are available under the Commercial Plan. Account Codes assist Customers in managing and tracking their long distance usage. Customers may select validated account codes which are specific, pre-defined combinations of digits registered with Company's switch database, any only those pre-defined codes can be used to complete a call, or Customer may select non-validated codes of a specific length and any code of that specific length can be used to complete a call.

4.11.1 Month to Month Option

Calls will be rated at the rates indicated below with a volume discount applied in accordance with the Customer's Monthly Revenue Level. The Customer's Monthly Revenue Level consists of all intrastate, interstate and international outbound, inbound, calling card usage and surcharges, excluding monthly recurring fees and directory assistance charges. The Customer will receive the applicable discount percentage which corresponds with Customer's Monthly Revenue Level as determined by the Discount Schedule shown in Section 4.11.1 B. The discount percentage will be applied to intrastate and interstate outbound and inbound usage only. The Discount Percentage will not be applied to calling card usage, directory assistance charges, or other fees.

SECTION 4. RATES (Cont'd)

4.11 Commercial Plan (Cont'd)

4.11.1 Month to Month Option

Calls are billed in initial 30 second and additional 6 second increments, with any fractional portion of call rounded up to the next highest billing increment.

Customers subscribing to the Commercial Plan Month to Month Option are eligible for the Company's 100% Satisfaction Guarantee, which is as follows:

If Company fails to correct Customer's valid complaint regarding network quality or service support or if Company fails to deliver the stated rate plan within 15 days of Company receiving written notification regarding the problem, the Company will (1) refund to the Customer all PIC change charges assessed by the Customer's LEC as a result of Company switching its long distance service to the Company from the Customer's previous long distance carrier; and (2) refund to the Customer all PIC change charges assessed by the Customer's LEC in order to switch the Customer's long distance service back. The Guarantee is valid for a period of 90 days from the start of Customer's service.

Customer shall not be entitled to the refunds described above if Customer has an account balance with the Company which has aged beyond net 30 days or if Customer's complaint is not attributable to facilities or causes within Company's reasonable control.

SECTION 4. RATES (Cont'd)

4.11 Commercial Plan (Cont'd)

4.11.1 Month to Month Option (Cont'd)

A. Rates

Direct Dial and Toll Free Rate:	\$.165 per minute
Calling Card Rate:	\$.25 per minute
Calling Card Surcharge:	\$.50 per call

B. Discount Schedule

<u>Monthly Revenue Level</u>	<u>% Discount</u>
\$ 0.00 - \$ 99.99	0%
\$100.00 - \$ 199.99	3.64%
\$200.00 - \$ 499.99	6.67%
\$500.00 - \$ 749.99	9.70%
\$750.00 - \$ 999.99	12.73%
\$1,000.00 - \$4,999.99	15.76%
\$5,000 +	21.82%

C. Monthly Recurring Fees

Toll Free Numbers (800/888):	\$3.00 per month per line
Account Codes:	\$5.00 (Non-validated)
Account Codes:	\$10.00 (Validated)

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SECTION 4. RATES (Cont'd)

4.11 Commercial Plan (Cont'd)

4.11.2 Term Commitment Option

Users subscribing to this option will select a Term Commitment Period and a Monthly Revenue Commitment. Calls will be rated at the rates indicated in Section 4.11.2 A, which corresponds with the Term Commitment Period and Monthly Revenue Commitment selected by the Customer. The Company will calculate the Customer's Monthly Revenue level to determine if Customer's Monthly Revenue Commitment has been fulfilled. The customer's Monthly Revenue Level consists of all intrastate, interstate and international, outbound, inbound, calling card usage and surcharges, excluding monthly recurring fees and directory assistance charges. Calls are billed in initial 30 second and additional 6 second increments, with any fractional portion of call rounded up to the next highest billing increment.

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SECTION 4. RATES (Cont'd)

4.11 Commercial Plan (Cont'd)

4.11.2 Term Commitment Option (Cont'd)

Customers subscribing to the Commercial Plan Term Commitment Option are eligible for the Company's 100% Satisfaction Guarantee which is as follows:

If Company fails to correct Customer's valid complaint regarding network quality or service support or if Company fails to deliver the stated rate plan within 15 days of Company receiving written notification regarding the problem, the Company will (1) refund to the Customer all PIC change charges assessed by the Customer's LEC as a result of Company switching its long distance service to the Company from the Customer's previous long distance Carrier; (2) refund to the Customer all PIC change charges assessed by the Customer's LEC in order to switch the Customer's long distance service back to their previous carrier; (3) refund to the Customer the amount of their first Commercial Plan invoice; and (4) cancel Customer's term agreement without liability for the Termination Penalty.

Customer shall not be entitled to the items described above if Customer has an account balance with the Company which has aged beyond net 30 days or if Customer's complaint is not attributable to facilities or causes within Company's reasonable control. This Guarantee is valid for 90 days from the start of Customer's service.

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SECTION 4. RATES (Cont'd)

4.11 Commercial Plan (Cont'd)

4.11.2 Term Commitment Option

A. Rates

Monthly Revenue Commitment	12 Months	18 Months	24 Months
\$100	\$0.139	\$0.134	\$0.129
\$250	\$0.134	\$0.129	\$0.124
\$500	\$0.129	\$0.124	\$0.119
\$750	\$0.124	\$0.119	\$0.114
\$1000	\$0.119	\$0.114	\$0.109
\$5000	\$0.109	\$0.104	\$0.099

Calling Card Surcharge: \$0.25 per call
Calling Card Rate Per Minute: \$0.20 per minute

B. Deficiency Charge

In the event Customer's Monthly Revenue Level does not meet the Monthly Revenue Commitment selected by the Customer in any invoice period during the Term Commitment Period, for that invoice period Customer will pay a Deficiency Charge which is equal to the difference between the Monthly Revenue Commitment and the actual Monthly Revenue Level. The Deficiency Charge will be due at the same time payment is due for service provided to the Customer. Deficiency Charges will not be assessed prior to the third invoice period.

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SECTION 4. RATES (Cont'd)

4.11 Commercial Plan (Cont'd)

4.11.2 Term Commitment Option

C. Termination Penalty

In the event Customer terminates service with the Company prior to the end of the Term Commitment Period or in the event that the Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Customer's Monthly Revenue Commitment multiplied by the number of months remaining in the Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term contract signed by the Customer at the initiation of service.

D. Monthly Recurring Fees:

Toll Free Numbers (800/888)	\$ 3.00 per month per line
Account Codes:	\$ 5.00 (Non-validated)
Account Codes:	\$10.00 (Validated)

SECTION 4. RATES (Cont'd)

4.13 Dial & Win Sweepstakes Service

Dial & Win Sweepstakes Service is a direct mail promotional offering afforded to residential long distance Customers. Customers under this promotional offering will be offered the USA Savings Plan rates as specified in Sections 4.5.1 and 4.5.2 from the period of September 3, 1996 until June 30, 1997. At the expiration of the promotion, customers may continue to utilize the promotional rates by dialing the Carriers access code before placing long distance calls. Calls are billed in initial and additional one minute increments after a minimum call duration, for billing purposes, of one minute. No minimum usage commitment is required. Calls originate from Customer-provided standard residential switched access lines. Customers may make calls from either a presubscribed access line or by dialing the Carrier's (10XXX) access code.

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SECTION 4. RATES (Cont'd)

4.14 Prime Business Select II

Prime Business Select II is available to business Customers who meet the Company's credit approval guidelines. Customers may select a Month to Month or a Term Commitment Option. Customers electing a Term Commitment Option must sign a contract with the Company. Customers will either be billed directly by the Company or by their local exchange telephone Company. Prime Business Select II rates apply to direct dial, toll free (800/888) and calling card calls. A monthly recurring charge may also apply.

Account Codes are available under Prime Business Select II. Account Codes assist Customers in managing and tracking their long distance usage. Customers may select validated account codes which are specific, pre-defined combinations of digits registered with Company's switch database, and only those pre-defined codes can be used to complete a call, or Customer may select non-validated codes of a specific length and any code of that specific length can be used to complete a call.

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SECTION 4. RATES (Cont'd)

4.14 Prime Business Select II (Cont'd)

4.14.1 Month to Month Option

Calls will be rated at the rates indicated below with a volume discount applied in accordance with the Customer's Monthly Revenue Level. The Customer's Monthly Revenue Level consists of all intrastate, interstate and international outbound, inbound, calling card usage and surcharges, excluding monthly recurring fees and directory assistance charges. The Customer will receive the applicable discount percentage which corresponds with Customer's Monthly Revenue Level as determined by the Discount Schedule shown in Section 4.13.1 B. The discount percentage will be applied to intrastate and interstate outbound and inbound usage only. The Discount Percentage will not be applied to calling card usage, directory assistance charges, or other fees. Calls are billed in initial 18 second and additional 6 second increments, with any fractional portion of call rounded up to the next highest billing increment.

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SECTION 4. RATES (Cont'd)

4.14 Prime Business Select II (Cont'd)

4.14.1 Month to Month Option (Cont'd)

Customers subscribing to the Prime Business Select II Month to Month Option are eligible for the Company's 100% Satisfaction Guarantee, which is as follows:

If Company fails to correct Customer's valid complaint regarding network quality or service support or if Company fails to deliver the stated rate plan within 15 days of Company receiving written notification regarding the problem, the Company will (1) refund to the Customer all PIC change charges assessed by the Customer's LEC as a result of Company switching its long distance service to the Company from the Customer's previous long distance carrier; and (2) refund to the Customer all PIC change charges assessed by the Customer's LEC in order to switch the Customer's long distance service back. The Guarantee is valid for a period of 90 days from the start of Customer's service.

Customer shall not be entitled to the refunds described above if Customer has an account balance with the Company which has aged beyond net 30 days or if Customer's complaint is not attributable to facilities or causes within Company's reasonable control.

SECTION 4. RATES (Cont'd)

4.14 Prime Business Select II (Cont'd)

4.14.1 Month to Month Option (Cont'd)

A. Rates

Direct Dial and Toll Free Rate:	\$.165 per minute
Calling Card Rate:	\$.25 per minute
Calling Card Surcharge:	\$.50 per call
Premium Calling Card:	\$.25 per minute (no surcharge)

B. Discount Schedule

<u>Monthly Revenue Level</u>	<u>% Discount</u>
\$ 0.00 - \$ 99.99	0%
\$100.00 - \$ 199.99	3.64%
\$200.00 - \$ 499.99	6.67%
\$500.00 - \$ 749.99	9.70%
\$750.00 - \$ 999.99	12.73%
\$1,000.00 - \$4,999.99	15.76%
\$5,000 +	21.82%

C. Monthly Recurring Fees

Toll Free Numbers (800/888):	\$ 3.00 per month per line
Account Codes:	\$ 5.00 (Non-validated)
Account Codes:	\$10.00 (Validated)

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SECTION 4. RATES (Cont'd)

4.14 Prime Business Select II (Cont'd)

4.14.2 Term Commitment Option

Users subscribing to this option will select a Term Commitment Period and a Monthly Revenue Commitment. Calls will be rated at the rates indicated in Section 4.13.2 A, which corresponds with the Term Commitment Period and Monthly Revenue Commitment selected by the Customer. The Company will calculate the Customer's Monthly Revenue level to determine if Customer's Monthly Revenue Commitment has been fulfilled. The customer's Monthly Revenue Level consists of all intrastate, interstate and international, outbound, inbound, calling card usage and surcharges, excluding monthly recurring fees and directory assistance charges. Calls are billed in initial 18 second and additional 6 second increments, with any fractional portion of call rounded up to the next highest billing increment.

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SECTION 4. RATES (Cont'd)

4.14 Prime Business Select II (Cont'd)

4.14.2 Term Commitment Option (Cont'd)

Customers subscribing to the Prime Business Select II Term Commitment Option are eligible for the Company's 100% Satisfaction Guarantee which is as follows:

If Company fails to correct Customer's valid complaint regarding network quality or service support or if Company fails to deliver the stated rate plan within 15 days of Company receiving written notification regarding the problem, the Company will (1) refund to the Customer all PIC change charges assessed by the Customer's LEC as a result of Company switching its long distance service to the Company from the Customer's previous long distance Carrier; (2) refund to the Customer all PIC change charges assessed by the Customer's LEC in order to switch the Customer's long distance service back to their previous carrier; (3) refund to the Customer the amount of their first Prime Business Select II invoice; and (4) cancel Customer's term agreement without liability for the Termination Penalty.

Customer shall not be entitled to the items described above if Customer has an account balance with the Company which has aged beyond net 30 days or if Customer's complaint is not attributable to facilities or causes within Company's reasonable control. This Guarantee is valid for 90 days from the start of Customer's service.

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SECTION 4. RATES (Cont'd)

4.14 Prime Business Select II (Cont'd)

4.14.2 Term Commitment Option (Cont'd)

A. Rates:

Monthly Revenue Commitment	No Term Commitment	12 Months	18 Months	24 Months	36 Months
\$0	0.1600	N/A	N/A	N/A	N/A
\$100	0.1550	0.1375	0.1325	0.1275	0.1200
\$250	0.1500	0.1325	0.1275	0.1225	0.1150
\$500	0.1450	0.1275	0.1225	0.1175	0.1100
\$750	0.1400	0.1225	0.1175	0.1125	0.1050
\$1,000	0.1350	0.1175	0.1125	0.1075	0.1025
\$2,500	0.1300	0.1125	0.1075	0.1025	0.0975
\$5,000	0.1250	0.1075	0.1025	0.0975	0.0925
\$10,000	0.1200	0.1025	0.0975	0.0950	0.0900
\$25,000	0.1150	0.0975	0.0950	0.0925	0.0875
\$50,000	0.1100	0.0950	0.0925	0.0900	0.0850

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SECTION 4. RATES (Cont'd)

4.14 Prime Business Select II (Cont'd)

4.14.2 Term Commitment Option (Cont'd)

B. Deficiency Charge

In the event Customer's Monthly Revenue Level does not meet the Monthly Revenue Commitment selected by the Customer in any invoice period during the Term Commitment Period, for that invoice period Customer will pay a Deficiency Charge which is equal to the difference between the Monthly Revenue Commitment and the actual Monthly Revenue Level. The Deficiency Charge will be due at the same time payment is due for service provided to the Customer. Deficiency Charges will not be assessed prior to the third invoice period.

C. Termination Penalty

In the event Customer terminates service with the Company prior to the end of the Term Commitment Period or in the event that the Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Customer's Monthly Revenue Commitment multiplied by the number of months remaining in the Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term contract signed by the Customer at the initiation of service.

SECTION 4. RATES (Cont'd)

4.14 Prime Business Select II (Cont'd)

4.14.2 Term Commitment Option (Cont'd)

D. Monthly Recurring Fees:

Toll Free Numbers (800/888)	\$ 3.00 per month per line
Account Codes:	\$ 5.00 (Non-validated)
Account Codes:	\$10.00 (Validated)

E. Promotional Offering

Prime Business Select II customers will be offered the following promotional rates for a ninety (90) day period beginning September 3, 1996. At the expiration of the promotion, calls will be rated at the rates indicated in Section 4.13.2 A, which corresponds with the Term Commitment Period and Monthly Revenue Commitment selected by the Customer.

Monthly Revenue Commitment	No Term Commitment	12 Months	18 Months	24 Months	36 Months
All Levels	0.1100	\$0.1050	\$0.1000	\$0.0950	\$0.0900

F. Travel Card Rates

1. Term Commitment up to \$74,999
Per Minute Rate: \$0.25
Per Call Surcharge: \$0.10

SECTION 4. RATES (Cont'd)

4.14 Prime Business Select II (Cont'd)

4.14.2 Term Commitment Option (Cont'd)

F. Travel Card Rates (Cont'd)

2. Term Commitment from \$75,000 to \$99,999
Per Minute Rate: \$0.20
Per Call Surcharge: \$0.25
3. Term Commitment from \$100,000 to \$124,999
Per Minute Rate: \$0.15
Per Call Surcharge: \$0.25
4. Term Commitment from \$125,000 to \$149,999
Per Minute Rate: \$0.20
Per Call Surcharge: \$0.10
5. Premium Calling Card
Term Commitment \$150,000 +
Per Minute Rate: \$0.20 (no surcharge)

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SECTION 4. RATES (Cont'd)

4.15 Prime Business Select Dedicated (BETA)

Prime Business Select Dedicated (BETA) is available to business Customers who meet the Company's credit approval guidelines. Customers must commit to a \$2,500 monthly minimum, under a 12 month term plan. Customers will either be billed directly by the Company or by their local exchange telephone Company. Prime Business Select Dedicated rates apply to direct dial, toll free (800/888) and calling card calls. Calls are billed in six (6) second increments with an eighteen (18) second minimum.

4.15.1 Rates:

Per Minute Rate: \$0.07

4.16 Prime Business Select Dedicated (BETA) - CTG

Prime Business Select Dedicated (BETA) - CTG is available to business Customers who meet the Company's credit approval guidelines. Customers must commit to a \$5,000 monthly minimum, under a 24 month term plan. Customers will either be billed directly by the Company or by their local exchange telephone Company. Prime Business Select Dedicated rates apply to direct dial, toll free (800/888) and calling card calls. Calls are billed in six (6) second increments with an eighteen (18) second minimum.

4.16.1 Rates:

Per Minute Rate: \$0.0675

SECTION 4. RATES (Cont'd)

4.17 Prime Business Select Dedicated (BETA)-TW

Prime Business Select Dedicated (BETA)-TW is available to business Customers who meet the Company's credit approval guidelines. Customers must commit to a \$7,500 monthly minimum, under a 24 month term plan. Customers will either be billed directly by the Company or by their local exchange telephone Company. Prime Business Select Dedicated rates apply to direct dial, toll free (800/888) and calling card calls. Calls are billed in six (6) second increments with an eighteen (18) second minimum.

4.17.1 Rates:

Per Minute Rate: \$0.0600

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SECTION 4. RATES (Cont'd)

4.18 Affinity Association Program

The Affinity Association Program is made available to Affinity Vendors of the Company. Affinity Vendors are agents acting on behalf of the affinity organization that negotiate the following discounted rates for the members of the affinity organization. All Affinity Association calls will be billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds.

4.18.1 Business Affinity Association Program

Business Affinity Association is a flat rate program designed for use by large and medium sized business customers.

(A) Per Minute Rate \$0.1250

4.18.2 Residential Affinity Association Program

Residential Affinity Association Program is available in two options, a flat rate and a time of day sensitive rate.

(A) Flat Rate Affinity Program

Per Minute Rates \$0.1250

(B) Time Of Day Sensitive Affinity Program

Day	\$ 0.1550
Evening	\$ 0.1250
Night/Weekend	\$ 0.1050

SECTION 4. RATES (Cont'd)

4.19 Dial & Save Flat Rate II

Dial & Save Flat Rate II is a flat rate outbound residential only calling service. Calls are originated from presubscribed switched residential Customer access lines. This service permits the residential Customers to make direct dialed 1+ calls from locations within the State. Calls are billed in one minute increments, after an initial period, for billing purposes, of one minute.

4.19.1 Rates:

Day	\$0.15
Evening	\$0.10
Night	\$0.10

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SECTION 4. RATES (Cont'd)

4.20 Prime Business Select II - Dedicated Service

Prime Business Select II Dedicated Service is an outbound service, available to business customers who meet the company's credit approval guidelines. Calls are originated from presubscribed locations or by dialing the Company's designated "10XXX" access code.

This service permits large account business customers to make direct dial 1+ calls from locations within the state. In addition, customers may also subscribe to inbound toll free (800/888) service, per the rates specified in Section 4.20.1(A). All conditions that apply to the Prime Business Select II Term Commitment as specified on page in Section 4.14.2 of this tariff, also apply to Prime Business Select II Dedicated Service. Customers must commit to a \$2,500 monthly minimum under this plan.

Calls are billed in six (6) second increments after an initial calling period, of eighteen (18) seconds. Any fraction or portion of a call thereafter, will be rounded up to the next highest billing increment.

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SECTION 4. RATES (Cont'd)

4.20 Prime Business Select II - Dedicated Service (Cont'd.)

4.20.1 Access Methods and Usage Rates:

(A) Direct Dial and Toll Free (800/888) Rates:

	PER MINUTE RATES		
Monthly Revenue Commitment	12 Month Term	24 Month Term	36 Month Term
\$2,500 +	\$0.0650	\$0.0600	\$0.0550
Switched Access Overflow- Utilized when dedicated traffic overflows to the switched network.			
All Levels	\$0.1100	\$0.1050	\$0.0950

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SECTION 4. RATES (Cont'd)

4.20 Prime Business Select II - Dedicated Service (Cont'd)

4.20.1 Access Methods and Usage Rates: (Cont'd)

(B) Travel Card Access:

Calls are billed in six (6) second increments after an initial period, of thirty (30) seconds. Any fraction or portion of a call thereafter, will be rounded up to the next highest billing increment.

	12 Month Term	24 Month Term	36 Month Term
Per Minute Rate	\$0.20	\$0.20	\$0.20
Surcharge	\$0.25	\$0.25	\$0.25

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SECTION 4. RATES (Cont'd)

4.21 Prime Business Select Association Program

Prime Business Select Association Program is available to certified non-profit Associations, Chambers of Commerce, and other non-profit business trade groups. Members of such organizations who enroll in the Prime Business Select Association Program are eligible to receive program-specific discounted rates for direct dial, calling card & inbound toll free (800/888) long distance services. All Prime Business Select Association Program calls will be billed in six (6) second increments after an initial period of eighteen (18) seconds. Any fractional portion of a call thereafter, will be rounded up to the next highest billing increment.

4.21.1 Access Method and Usage Rates:

(A) Direct Dial Access:

Prime Business Select Association Program customers will be charged \$0.0900 per minute for all direct dial intrastate calls.

(B) Travel Card Access:

Prime Business Select Association customers will be charged \$0.20 per minute for all intrastate travel card calls.

1. Travel Card Access Surcharges:

All Prime Business Select Association travel card calls will be charged a \$0.20 per call surcharge.

SECTION 4. RATES (Cont'd)

4.21 Prime Business Select Association Program

4.21.1 Access Method and Usage Rates: (Cont'd)

(C) Toll Free (800/888) Access:

Prime Business Select Association customers subscribing to toll free services will be charged \$0.0900 per minute for all terminating calls. The Prime Business Select Association customer will be charged for the calls rather than the call originator.

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SECTION 4. RATES (Cont'd)

4.22 Prime Business VI

Prime Business VI is available to business Customers, on a limited and promotional basis, who meet the Company's credit approval guidelines. Customers may select a Month to Month or a Term Commitment Option. Customers electing a Term Commitment Option must sign a contract with the Company. Customers will either be billed directly by the Company or by their local exchange telephone Company. Prime Business VI rates apply to direct dial, toll free (800/888) and calling card calls. A monthly recurring charge may also apply.

Account Codes are available under Prime Business VI. Account Codes assist Customers in managing and tracking their long distance usage. Customers may select validated account codes which are specific, pre-defined combinations of digits registered with Company's switch database, and only those pre-defined codes can be used to complete a call, or Customers may select non-validated codes of a specific length and any code of that specific length can be used to complete a call.

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SECTION 4. RATES (Cont'd)

4.22 Prime Business VI (Cont'd)

4.22.1 Month to Month Option (Cont'd)

Calls will be billed at the rates indicated below with a volume discount applied in accordance with the Customer's Monthly Revenue Level. The Customer's Monthly Revenue Level consists of all intrastate, interstate and international outbound, inbound, calling card usage and surcharges, excluding monthly recurring fees and directory assistance charges. The Customer will receive the applicable discount percentage which corresponds with Customer's Monthly Revenue Level as determined by the Discount Schedule shown below. The discount percentage will be applied to intrastate and interstate outbound and inbound usage only. The Discount Percentage will not be applied to calling card usage, directory assistance charges, or other fees. Calls are billed in initial six (6) second and additional six (6) second increments, with any fractional portion of a call thereafter, rounded up to the next highest billing increment.

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SECTION 4. RATES (Cont'd)

4.22 Prime Business VI (Cont'd)

4.22.1 Month to Month Option (Cont'd)

Customers subscribing to the Prime Business VI Month to Month Option are eligible for the Company's 100% Satisfaction Guarantee, which is as follows:

If Company fails to correct Customer's valid complaint regarding network quality or service support or if Company fails to deliver the stated rate plan within 15 days of Company receiving written notification regarding the problem, the Company will (1) refund to the Customer all PIC change charges assessed by the Customer's LEC as a result of Company switching its long distance service to the Company from the Customer's previous long distance carrier; and (2) refund to the Customer all PIC change charges assessed by the Customer's LEC in order to switch the Customer's long distance service back. The Guarantee is valid for a period of 90 days from the start of Customer's service.

Customer shall not be entitled to the refunds described above if Customer has an account balance with the Company which has aged beyond net 30 days or if Customer's complaint is not attributable to facilities or causes within Company's reasonable control.

SECTION 4. RATES (Cont'd)

4.22 Prime Business VI (Cont'd)

4.22.1 Month to Month Option (Cont'd)

(A) Rates:

Direct Dial and Toll Free Rate:	\$.165 per minute
Calling Card Rate:	\$.25 per minute
Calling Card Surcharge:	\$.50 per call

(B) Discount Schedule:

Monthly Revenue Level	<u>% Discount</u>
\$ 0.00 - \$ 99.99	0%
\$100.00 - \$ 199.99	3.64%
\$200.00 - \$ 499.99	6.67%
\$500.00 - \$ 749.99	9.70%
\$750.00 - \$ 999.99	12.73%
\$1,000.00 - \$4,999.99	15.76%
\$5,000 +	21.82%

(C) Monthly Recurring Fees:

Toll Free Numbers (800/888):	\$3.00 per month per line
Account Codes:	\$5.00 (Non-validated)
Account Codes:	\$10.00 (Validated)

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SECTION 4. RATES (Cont'd)

4.22 Prime Business VI (Cont'd)

4.22.2 Term Commitment Option

Users subscribing to this option will select a Term Commitment Period and a Monthly Revenue Commitment. Calls will be billed at the rates indicated 4.22.2(A) in this tariff, which corresponds with the Term Commitment Period and Monthly Revenue Commitment selected by the Customer. The Company will calculate the Customer's Monthly Revenue level to determine if Customer's Monthly Revenue Commitment has been fulfilled. The customer's Monthly Revenue Level consists of all intrastate, interstate and international, outbound, inbound, calling card usage and surcharges, excluding monthly recurring fees and directory assistance charges. Calls are billed in initial six (6) second and additional six (6) second increments. Any fractional portion of a call thereafter, will be rounded up to the next highest billing increment.

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SECTION 4. RATES (Cont'd)

4.22 Prime Business VI (Cont'd)

4.22.2 Term Commitment Option (Cont'd)

Customers subscribing to the Prime Business VI Term Commitment Option are eligible for the Company's 100% Satisfaction Guarantee which is as follows:

If Company fails to correct Customer's valid complaint regarding network quality or service support or if Company fails to deliver the stated rate plan within 15 days of Company receiving written notification regarding the problem, the Company will (1) refund to the Customer all PIC change charges assessed by the Customer's LEC as a result of Company switching its long distance service to the Company from the Customer's previous long distance Carrier; (2) refund to the Customer all PIC change charges assessed by the Customer's LEC in order to switch the Customer's long distance service back to their previous carrier; (3) refund to the Customer the amount of their first Prime Business VI invoice; and (4) cancel Customer's term agreement without liability for the Termination Penalty.

Customer shall not be entitled to the items described above if Customer has an account balance with the Company which has aged beyond net 30 days or if Customer's complaint is not attributable to facilities or causes within Company's reasonable control. This Guarantee is valid for 90 days from the start of Customer's service.

SECTION 4. RATES (Cont'd)

4.22 Prime Business VI (Cont'd)

4.22.2 Term Commitment Option (Cont'd)

(A) Rates:

Monthly Revenue Commitment	No Term Commitment	12 Months	18 Months	24 Months	36 Months
\$0	0.1600	N/A	N/A	N/A	N/A
\$100	0.1550	0.1375	0.1325	0.1275	0.1200
\$250	0.1500	0.1325	0.1275	0.1225	0.1150
\$500	0.1450	0.1275	0.1225	0.1175	0.1100
\$750	0.1400	0.1225	0.1175	0.1125	0.1050
\$1,000	0.1350	0.1175	0.1125	0.1075	0.1025
\$2,500	0.1300	0.1125	0.1075	0.1025	0.0975
\$5,000	0.1250	0.1075	0.1025	0.0975	0.0925
\$10,000	0.1200	0.1025	0.0975	0.0950	0.0900
\$25,000	0.1150	0.0975	0.0950	0.0925	0.0875
\$50,000	0.1100	0.0950	0.0925	0.0900	0.0850

(B) Travel Card Rates: Customers committing to a twelve (12), eighteen (18), twenty-four (24), or thirty-six (36) month term commitment will be charged the following rates for Travel Card Services:

Per Minute Rate: \$0.20
Per Call Surcharge: \$0.25

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SECTION 4. RATES (Cont'd)

4.22 Prime Business VI (Cont'd)

4.22.2 Term Commitment Option (Cont'd)

(C) Deficiency Charge:

In the event Customer's Monthly Revenue Level does not meet the Monthly Revenue Commitment selected by the Customer in any invoice period during the Term Commitment Period, for that invoice period Customer will pay a Deficiency Charge which is equal to the difference between the Monthly Revenue Commitment and the actual Monthly Revenue Level. The Deficiency Charge will be due at the same time payment is due for service provided to the Customer. Deficiency Charges will not be assessed prior to the third invoice period.

SECTION 4. RATES (Cont'd)

4.22 Prime Business VI (Cont'd)

4.22.2 Term Commitment Option (Cont'd)

(D) Termination Penalty:

In the event the Customer terminates service with the Company prior to the end of the Term Commitment Period or in the event that the Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Customer's Monthly Revenue Commitment multiplied by the number of months remaining in the Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term contract signed by the Customer at the initiation of service.

(E) Monthly Recurring Fees:

Toll Free Numbers (800/888)	\$ 3.00 per month per line
Account Codes:	\$ 5.00 (Non-validated)
Account Codes:	\$10.00 (Validated)

SECTION 4. RATES (Cont'd)

4.23 Prime Business VI - Dedicated Service

Prime Business VI Dedicated Service is an outbound service, available to business customers, on a limited and promotional basis, who meet the company's credit approval guidelines. Calls are originated from presubscribed locations or by dialing the Company's designated "10XXX" access code.

This service permits large account business customers to make direct dial 1+ calls from locations within the state. In addition, customers may also subscribe to inbound toll free (800/888) services, per the rates specified below. All conditions that apply to the Prime Business Select II Term Commitment as specified in Section 4.14.2 of this tariff, also apply to Prime Business VI Dedicated Service. Customers must commit to a \$2,500 monthly minimum under this plan.

All direct dial 1+ and toll free (800/888) calls are billed in initial six (6) second and additional six (6) seconds increments. Any fraction or portion of a call thereafter, will be rounded up to the next highest billing increment.

SECTION 4. RATES (Cont'd)

4.23 Prime Business VI - Dedicated Service (Cont'd)

4.23.1 Access Methods and Usage Rates:

(A) Direct Dial and Toll Free (800/888):

	PER MINUTE RATES		
Monthly Revenue Commitment	12 Month Term	24 Month Term	36 Month Term
\$2,500 +	\$0.0650	\$0.0600	\$0.0550

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SECTION 4. RATES (Cont'd)

4.23 Prime Business VI - Dedicated Service (Cont'd)

4.23.1 Access Methods and Usage Rates: (Cont'd)

(B) Travel Card Access:

Calls are billed in initial six (6) second and additional six (6) second increments. Any fractional portion of a call thereafter, will be rounded up to the next highest billing increment.

	12 Month Term	24 Month Term	36 Month Term
Per Minute Rate	\$0.20	\$0.20	\$0.20
Surcharge	\$0.25	\$0.25	\$0.25

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SECTION 4. RATES (Cont'd)

4.24 FBBA Business Calling Program

FBBA Business Calling Program is a flat rate outbound and inbound calling plan. This service permits business customers to make direct dial 1+ calls and receive inbound toll free (800/888) calls from within the state. In addition, customers can also place calling card calls. All calls will be billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds. Any fractional portion of a call thereafter, will be rounded up to the next highest billing increment.

4.24.1 Access Methods and Usage Charges:

- (A) Direct Dial Access: FBBA Business Calling Plan customers will be charged \$0.0900 per minute for all intrastate calls.
- (B) Travel Card Access:
FBBA customers will be charged the following per minute rates based on a customer selected term commitment:
 - 1. Month to Month Option: Customers will be charge \$0.25 per minute for all intrastate calling card calls. A \$0.50 per call surcharge will apply.
 - 2. Term Commitment Option: Customers selecting a term commitment option of twelve (12), eighteen (18), sixteen (16) or twenty-four (24) months will be charged \$0.20 per minute for all intrastate calling card calls. A \$0.25 per call surcharge will apply.

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SECTION 4. RATES (Cont'd)

4.24 FBBA Business Calling Program (Cont'd)

4.24.1 Access Methods and Usage Charges: (Cont'd)

(C) Toll Free (800/888):

FBBA Business Calling Plan customers subscribing to toll free service will be charged \$0.0900 per minute for all terminating calls. The FBBA customer will be charged for the call rather than the call originator.

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SECTION 4. RATES (Cont'd)

4.25 Protech Access One Service

Protech Access One Service is an outbound and inbound service for business customers only. Customers must meet the Company's credit approval guidelines to be eligible for service. Protech Access One Service rates apply to direct dial, calling card and inbound toll-free (800/888) service. All inbound calls are made through a designated toll free number and the Protech Access One Service customer is billed rather than the call originator. All Protech Access One Service calls will be billed in six (6) second increments after an initial period of eighteen (18) seconds. Any fractional portion of a call thereafter, will be rounded up to the next highest billing increment.

4.25.1 Access Method and Usage Rates:

(A) Direct Dial Access:

Protech Access One Service customers will be charged \$0.1100 per minute for all direct dial intrastate calls.

(B) Travel Card Access:

Protech Access One Service customers will be charged the following per minute rates based on a customer selected term commitment:

1. Month-to-Month Option: Customers will be charge \$0.25 per minute for all intrastate travel card calls. A \$0.50 per call surcharge will apply.

SECTION 4. RATES (Cont'd)

4.25 Protech Access One Service (Cont'd)

4.25.1 Access Method and Usage Rates: (Cont'd)

(B) Access Travel Card (Cont'd)

2. Term Commitment Option: Customers selecting a term commitment option of twelve (12), eighteen (18), sixteen (16) or twenty-four (24) months will be charged \$0.20 per minute for all intrastate travel card calls. A \$0.25 per call surcharge will apply.

(C) Inbound Toll-Free (800/888) Access:

Protech Access One Service customers utilizing toll free services will be charged \$0.1100 per minute for all terminating calls. The Protech Access One Service customer will be charged for the calls rather than the call originator.

SECTION 4. RATES (Cont'd)

4.26 Winners Unlimited Service

Winners Unlimited is an inbound service available to residential and business customers, who meet the Company's credit approval guidelines, presubscribed to the Company's service by completing a Letter of Agency ("LOA") provided by a specific authorized sales agent of the Company. All inbound toll free calls will be billed in six (6) second increments after an initial period, for billing purposes of thirty (30) seconds. The Winners Unlimited customer will be charged for the calls rather than the call originator. Any fractional portion of a call thereafter, will be rounded up to the next highest billing increment.

4.26.1 Access Method and Usage Charges:

- (A) Toll Free (800/888) Access: Winners Unlimited customers subscribing to toll free services will be charged \$0.18 per minute for all terminating calls.
 - 1. Toll Free Access Service Fees: A \$3.00 monthly fee applies for each toll free number.
- (B) Toll Free Access With Personal Identification Number (PIN): Winners Unlimited customers subscribing to toll free services with a PIN will be charged \$0.21 per minute for all terminating calls. Calls will be billed in six (6) second increments after an initial period of thirty (30) seconds.
- (C) Directory Assistance:
For all calls placed using Directory Assistance the following per call charges will apply:
 - Business: \$0.750
 - Residential: \$0.670

SECTION 4. RATES (Cont'd)

4.27 ASTA Affinity Association Program

ASTA Affinity Association Program offers members of the ASTA association combined outbound 1+ and inbound toll free services. No minimum or monthly term commitments are required for this service. All direct dial, travel card, and toll free calls will be billed in six (6) second increments after an initial period for billing purposes of eighteen (18) seconds. Any fractional portion of a call thereafter, will be rounded up to the next highest billing increment. Customers who wish to enroll in this service must present at the time of enrollment documentation to the Company showing that they are a member in good standing with the ASTA association. Customers subscribing to this program will be eligible to request a travel card at no extra cost to the customer, and will be charged the rates specified below for the calling card service.

4.27.1 Access Methods and Usage Rates

(A) Direct Dial and Toll Free Access: - Switched

Per Minute Rate: \$0.09

Direct Dial and toll Free Access: - Dedicated

Per Minute Rate: \$0.0650

(B) Travel Card Access:

Per Minute Rate: \$0.20

Per Call Surcharge: \$0.25

SECTION 4. RATES (Cont'd)

4.28 Prime Business Select Plan II - Special

Prime Business Select II - Special is a combined 1+ outbound and toll free inbound service. Business customers enrolling in this service must commit to a 24 month term and a \$10,000 monthly minimum. All direct dial and toll free calls are billed in six (6) second increments after an initial calling period, for billing purposes, of eighteen (18) seconds. Any fractional portion of a call thereafter, will be rounded up to the next highest billing increment. Early termination penalties will apply as specified in Section 4.14.2 (C) of this tariff.

4.28.1 Access methods and Usage Rates

(A) Direct Dial and Toll Free Access:

Per Minute Rate: \$0.0750

(B) Travel Card Access:

Per Minute Rate: \$0.20

Per Call Surcharge: \$0.25

SECTION 4. RATES (Cont'd)

4.29 Prime Business Select- Special Contract M Program

Program is available to business customers that enroll in Prime Business Select II service as outlined in this tariff and commit to a 36 month term commitment with a \$10,000 monthly minimum usage commitment. Calls will be billed in six (6) second increments after an initial calling period for billing purposes, of eighteen (18) seconds. Any fractional portion of a call thereafter, will be rounded up to the next highest billing increment. Customers will be charged the rates specified below for direct dial and toll free service. Early termination penalties will apply as specified in Section 4.14.2 (C) of this tariff.

4.29.1 Access methods and Usage Rates

(A) Direct Dial and Toll Free Access:

Per Minute Rate: \$0.09

(B) Travel Card Access:

Per Minute Rate: \$0.20

Per Call Surcharge: \$0.25

SECTION 4. RATES (Cont'd)

4.30 Prime Business 9.9 Service

Prime Business 9.9 Service is a flat rate outbound and inbound calling plan available to large business customers. This service permits business customers to make direct dial 1+ calls and receive inbound toll free (800/888) calls. In addition, customers can also place calling card calls. All calls are billed in six (6) second increments after an initial calling period for billing purposes of eighteen (18) seconds. Any fractional portion of a call thereafter, will be rounded up to the next highest billing increment.

4.30.1 Access methods and Usage Rates

(A) Direct Dial and Toll Free Access:

Per Minute Rate: \$0.099

(B) Travel Card Access:

Per Minute Rate: \$0.20

Per Call Surcharge: \$0.25

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SECTION 4. RATES (Cont'd)

4.31 Toll-Free PIN Service

Toll-Free PIN Service is an inbound calling service. This service permits the Customer to receive incoming calls from all locations within the state. With toll-free PIN service the customer is charged for the call, not the calling party. The customer is issued a four (4) digit PIN number which must be utilized in combination with a designated toll free number in order to use this service. Individuals dialing the designated toll-free number must dial the PIN number for termination of the call to the customer. The toll-free number is the property of the of the company and the customer can not transport the toll-free number to another responsible organization.

Calls are billed in six (6) second increments with a minimum initial calling period of thirty (30) seconds.

4.31.1 Per Minute Rates:

Initial Minute:	\$0.2100
Each additional Minute:	\$0.2100

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SECTION 4. RATES (Cont'd)

4.32 Intrastate Preferred Customer Plan

Intrastate Preferred Customer Plan is a direct dial service available to residential customers. The Customer may access Carrier either by selecting Carrier as the presubscribed interexchange carrier or by dialing the Carrier's "10XXX" access code. Customers must enroll in Intrastate Preferred Customer Plan by dialing a designated toll-free number and speaking with a Carrier representative.

Calls are billed in one minute increments, after an initial minimum call duration of one minute. Any fractional portion of a call thereafter, is rounded up to the next highest billing increment.

4.32.1 Intrastate Preferred Customer Plan IntraLATA Rates

Day Rate Period: Calls placed from 8:00 a.m. to 5:00 p.m. Monday - Friday.

Evening Rate Period: Calls placed from 5:00 p.m. to 11:00 p.m. Sunday - Friday and carrier recognized holidays.

Night/Weekend Rate Period: Calls placed from 11:00 p.m. to 8:00 a.m. Sunday - Friday, all day Saturday, and from midnight to 5:00 p.m. Sunday.

A. Ohio Bell/AllTel Service Areas

Rate Mileage	<u>Day</u>		<u>Eve</u>		<u>Night/Weekend</u>	
	1st <u>Min</u>	Add'l <u>Min</u>	1st <u>Min</u>	Add'l <u>Min</u>	1st <u>Min</u>	Add'l <u>Min</u>
1-10	\$0.3230	\$0.2090	\$0.1520	\$0.0836	\$0.1520	\$0.0836
11-22	\$0.3230	\$0.2090	\$0.1520	\$0.0836	\$0.1520	\$0.0836
23-55	\$0.3230	\$0.2090	\$0.1520	\$0.0836	\$0.1520	\$0.0836
56-124	\$0.3230	\$0.2090	\$0.1520	\$0.0836	\$0.1520	\$0.0836
125-292	\$0.3230	\$0.2090	\$0.1520	\$0.0836	\$0.1520	\$0.0836

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SECTION 4. RATES (Cont'd)

4.32 Intrastate Preferred Customer Plan

4.32.1 IntraLATA Rates (Cont'd)

B. GTE Service Areas

Rate Mileage	<u>Day</u>		<u>Eve</u>		<u>Night/Weekend</u>	
	1st Min	Add'l Min	1st Min	Add'l Min	1st Min	Add'l Min
1-10	\$0.2660	\$0.2185	\$0.1862	\$0.1482	\$0.1330	\$0.0988
11-22	\$0.2660	\$0.2185	\$0.1862	\$0.1482	\$0.1330	\$0.0988
23-55	\$0.2660	\$0.2185	\$0.1862	\$0.1482	\$0.1330	\$0.0988
56-124	\$0.3040	\$0.2660	\$0.2128	\$0.1767	\$0.1520	\$0.1178
125-292	\$0.3040	\$0.2660	\$0.2128	\$0.1767	\$0.1520	\$0.1178

C. United Telephone Service Area

Rate Mileage	<u>Day</u>		<u>Eve</u>		<u>Night/Weekend</u>	
	1st Min	Add'l Min	1st Min	Add'l Min	1st Min	Add'l Min
1-10	\$0.4370	\$0.2565	\$0.2622	\$0.1539	\$0.1748	\$0.1026
11-22	\$0.4370	\$0.2565	\$0.2622	\$0.1539	\$0.1748	\$0.1026
23-55	\$0.4370	\$0.2565	\$0.2622	\$0.1539	\$0.1748	\$0.1026
56-124	\$0.4465	\$0.2755	\$0.2679	\$0.1653	\$0.1786	\$0.1102
125-292	\$0.4560	\$0.3040	\$0.2736	\$0.1824	\$0.1824	\$0.1216

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SECTION 4. RATES (Cont'd)

4.32 Intrastate Preferred Customer Plan

4.32.1 IntraLATA Rates (Cont'd)

D. Cincinnati Bell Service Area

Rate Mileage	<u>Day</u>		<u>Eve</u>		<u>Night/Weekend</u>	
	1st Min	Add'l Min	1st Min	Add'l Min	1st Min	Add'l Min
1-10	\$0.3135	\$0.2565	\$0.1881	\$0.1539	\$0.1254	\$0.1026
11-22	\$0.3135	\$0.2565	\$0.1881	\$0.1539	\$0.1254	\$0.1026
23-55	\$0.3135	\$0.2565	\$0.1881	\$0.1539	\$0.1254	\$0.1026
56-124	\$0.4085	\$0.3515	\$0.2708	\$0.2109	\$0.1634	\$0.1406
125-292	\$0.4085	\$0.3515	\$0.2451	\$0.2109	\$0.1634	\$0.1406

4.32.2 InterLATA Rates

Rate Mileage	<u>Day</u>		<u>Eve</u>		<u>Night/Weekend</u>	
	1st Min	Add'l Min	1st Min	Add'l Min	1st Min	Add'l Min
1-10	\$0.1800	\$0.1200	\$0.1275	\$0.0850	\$0.0950	\$0.0640
11-22	\$0.1900	\$0.1600	\$0.1400	\$0.1100	\$0.1100	\$0.0780
23-55	\$0.1649	\$0.1500	\$0.1005	\$0.0975	\$0.0825	\$0.0765
56-124	\$0.1799	\$0.1725	\$0.1103	\$0.1133	\$0.1049	\$0.0900
125-292	\$0.1874	\$0.1875	\$0.1178	\$0.1238	\$0.1049	\$0.1050

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SECTION 4. RATES (Cont'd)

4.33 Winners Residential Program

Winners Residential Program is an outbound and inbound service offered to Customers that presubscribe to the Company's service through specific sales agents of the Company. All direct dial and toll free calls are billed in six (6) second increments after an initial period of eighteen (18) seconds. Any fractional portion of a call thereafter, will be rounded up to the next highest billing increment.

4.33.1 Access Methods and Usage Rates

(A) Direct Dial Access:

Per Minute Rate:	\$0.0900
Monthly Recurring Fee:	\$4.50

(B) Travel Card Access:

Per Minute Rate:	\$0.20
Per Call Surcharge:	\$0.25

(C) Toll Free Access:

Per Minute Rate:	\$0.0900
Monthly Recurring Fee (per toll free number):	\$3.00

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SECTION 4. RATES (Cont'd)

4.34 Winners Business Program

Winners Business Program is an outbound and inbound service offered to Customers that presubscribe to the Company's service through specific sales agents of the Company. All direct dial and toll free calls are billed in six (6) second increments after an initial calling period of eighteen (18) seconds. Any fractional portion of a call thereafter, will be rounded up to the next highest billing increment.

4.34.1 Access Methods and Usage Rates

(A) Direct Dial Access:

Per Minute Rate: \$0.08

(B) Travel Card Access:

Per Minute Rate: \$0.20
Per Call Surcharge: \$0.25

(C) Toll Free Access:

Monthly Recurring Fee
(per toll free number): \$3.00
Per Minute Rate: \$0.08

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SECTION 4. RATES (Cont'd)

4.35 10457 Flat Rate Residential Program

The 10457 Flat Rate Residential Program is an outbound residential only service. Calls are originated from presubscribed switched residential Customer access lines or by dialing the Company's "10XXX" code. This service permits the Customer to make direct dialed 1+ calls from locations within the state. Calls are billed in one (1) minute increments after an initial calling period of one (1) minute. Any fractional portion of a call thereafter, is rounded up to the next highest billing increment.

4.35.1 Direct Dial Access:

(A) Rate Per Minute: \$0.14

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SECTION 4. RATES (Cont'd)

4.36 Telco Calling Card Service

Telco Calling Card Service is available to residential customers for placing calls while away from home or office. Calls are originated by dialing a 1-800 access number, followed by an account identification number and personal identification number. Calls may originate from standard telephone access lines and may terminate to any intrastate location. Calls are billed in one (1) minute increments. The minimum call duration for billing purposes is one (1) minute.

4.36.1 Per Minute Rate

Day	\$0.25
Evening	\$0.25
Night/Weekend	\$0.25

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SECTION 4. RATES (Cont'd)

4.37 Prime Business Select III

Prime Business Select III service is a month to month optional plan available to all business customers who meet the company's credit approval guidelines. Customers are billed based upon the actual monthly usage. Customers will either be billed directly by the Company or by their local exchange telephone company. Prime Business Select III rates apply to direct dial, toll free, and calling card calls. All calls are billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds. Per minute, per call and monthly recurring charges may apply.

4.37.1 Access Methods and Usage Rates

(A) Direct Dial & Toll Free

MONTHLY USAGE	Per Minute Rate		
\$0 - 199.99	\$0.0800	\$0.0800	\$0.0800
\$200 - 499.99	\$0.0800	\$0.0800	\$0.0800
\$500 - 749.99	\$0.0800	\$0.0800	\$0.0800
\$750 +	\$0.0800	\$0.0800	\$0.0800

(B) Calling Card

Per Minute Rate: \$ 0.25
Per Call Surcharge : \$0.25

(C) Directory Assistance

Per Call: \$ 0.75

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SECTION 4. RATES (Cont'd)

4.37 Prime Business Select III (Cont'd)

4.37.2 Monthly Recurring Fees

Toll Free Number (per number)	\$ 3.00
Diskette Billing (monthly diskette)	\$10.00
Magnetic Tape Billing (monthly tape)	\$10.00
Optional Management Invoice Reports	\$ 2.00

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SECTION 4. RATES (Cont'd.)

4.37 Prime Business Select III (Cont'd)

4.37.3 Prime Business Select 3A Service

Prime Business Select 3A Service is a combined inbound, outbound and calling card service offered to business Customers. Customers are billed at per minute rates based on Combined Monthly Usage volumes, and discounted rates are applied based upon the Customer's billed monthly usage. Combined Monthly Usage is defined as the Customer's billed usage for a monthly billing period for the combined total of interstate, intrastate, international and service calling card usage for a month billing period. Directory Assistance charges, monthly recurring charges, service fees, surcharges and taxes are not included in the determination of the Customer's Combined Monthly Usage.

This service is offered on a month-to-month basis.

Usage Rates:

COMBINED MONTHLY USAGE	PER MINUTE RATES
\$0 - 99.99	\$0.0800
\$100 - \$199.99	\$0.0800
\$200 - \$499.99	\$0.0800
\$500 - \$999.99	\$0.0800
Over \$1000	\$0.0800

Prime Business Select 3A Calling Card Usage Rates:

Per call surcharge: \$0.2500
Per minute rates: \$0.2500

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SECTION 4. RATES (Cont'd)

4.37 Prime Business Select III (Cont'd)

4.37.3 Prime Business Select 3A Service - (Continued)

Usage Rates: (Continued)

Monthly Recurring Service Charges and Fees:

Inbound Service Charge	\$3.00 per 800/888#, per month
Directory Assistance Service:	\$0.7500 per call
Diskette Billing	\$10.00 per diskette, per month
Magnetic Tape Billing	\$10.00 per tape, per month
Optional Management Invoice Reports	\$2.00 per report, per month
Accounting Codes (Non-Verified Package)	\$5.00 per package, per month
Accounting Codes (Verified Package)	\$10.00 per package, per month
Customer Accounting Code Package	\$45.00 per package, per month

Billing Increments:

Prime Business Select Service 3A:

Each call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

Prime Business Select 3A Calling Card:

Each calling card call completed will have an initial minimum of thirty (30) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

Service Hours:

Rates apply 24 hours a day, 7 days a week

SECTION 4. RATES (Cont'd)

4.38 Prime Business Select IV

Prime Business Select IV service is a term plan service available to all business customers, who meet the Company's credit approval guidelines, but is designed for small to medium users. Customers are billed based upon the actual monthly usage. Customers must sign a twelve (12), twenty-four (24) or thirty-six (36) month term plan. Usage commitments will be set at the time of initiating the service. The contract the Customer signs states the penalty for discontinuation of service. The Customer will be billed the minimum monthly commitment level if the actual monthly usage is below the commitment level. Customers will either be billed directly by the Company or by their local exchange telephone company. Prime Business Select IV rates apply to direct dial, toll free, and calling card calls. All calls are billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds. Per minute, per call and monthly recurring charges may apply.

4.38.1 Access Methods and Usage Rates

(A) Direct Dial & Toll Free

MONTHLY TERM COMMITMENT	TERM PLAN (months)		
	12	24	36
\$100	\$0.0750	\$0.0750	\$0.0750
\$200	\$0.0750	\$0.0750	\$0.0750
\$500	\$0.0750	\$0.0750	\$0.0750
\$1,000	\$0.0750	\$0.0750	\$0.0750

(B) Calling Card

Per Minute Rate: \$0.20
Per Call Surcharge: \$0.25

SECTION 4. RATES (Cont'd)

4.38 Prime Business Select IV

4.38.1 Access Methods and Usage Rates (Cont'd)

(C) Directory Assistance

Per Call: \$0.70

4.38.2 Monthly Recurring Fees

Toll Free Number (per number)	\$ 3.00
Diskette Billing (monthly diskette)	\$ 10.00
Magnetic Tape Billing (monthly tape)	\$ 10.00
Optional Management Invoice Reports	\$ 2.00

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SECTION 4. RATES (Cont'd)

4.38.3 Prime Business Select 4A Service

Prime Business Select 4A Service is a combined inbound, outbound and calling card service offered to business Customers. Customers are billed at per minute rates based on Combined Monthly Usage volumes, and discounted rates are applied based upon the Customer's billed monthly usage. Combined Monthly Usage is defined as the Customer's billed usage for a monthly billing period for the combined total of interstate, intrastate, international and service calling card usage for a month billing period. Directory Assistance charges, monthly recurring charges, service fees, surcharges and taxes are not included in the determination of the Customer's Combined Monthly Usage.

Customers subscribing to this service must commit to a term of 12, 24 or 36 months. A service term begins on the first day of the month following service enrollment. When the Customer's Term Commitment Period expires, the Customer's service will automatically renew for another 12-month, 24-month or 36 month period, whichever is applicable, unless the Company receives in writing a notice of non-renewal during the period between 60 and 30 days prior to the end of the Customer's Term Commitment Period. Notice that the Commitment Period will renew will be given to the Customer no later than 90 days prior to the end of the then current term.

In the event a Customer terminates service with the Company prior to the end of the Customer's Term Commitment Period, or in the event that the Company terminates service based on the Customer's default, the Customer will be responsible for paying a Termination Charge equal to \$100.00 multiplied by the number of months remaining in the Customer's agreed Term Commitment period.

SECTION 4. RATES (Cont'd)

4.38.3 Prime Business Select 4A Service - (Continued)

Usage Rates:

COMBINED MONTHLY USAGE	PER MINUTE RATES	PER MINUTE RATES	PER MINUTE RATES
	12-Month Term	24-Month Term	36-Month Term
\$0 - \$199.99	\$0.0750	\$0.0750	\$0.0750
\$200 - \$499.99	\$0.0750	\$0.0750	\$0.0750
\$500 - \$999.99	\$0.0750	\$0.0750	\$0.0750
Over \$1000	\$0.0750	\$0.0750	\$0.0750

Prime Business Select 4A Calling Card Usage Rates:

Per call surcharge: \$0.2500
Per minute rates: \$0.2000

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SECTION 4. RATES (Cont'd)

4.38.3 Prime Business Select 4A Service - (Continued)

Usage Rates: (Continued)

Monthly Recurring Service Charges and Fees:

Inbound Service Charge	\$3.00 per 800/888#, per month
Directory Assistance Service:	\$0.7000 per call
Diskette Billing	\$10.00 per diskette, per month
Magnetic Tape Billing	\$10.00 per tape, per month
Optional Management Invoice Reports	\$2.00 per report, per month
Accounting Codes (Non-Verified Package)	\$5.00 per package, per month
Accounting Codes (Verified Package)	\$10.00 per package, per month
Customer Accounting Code Package	\$45.00 per package, per month

Billing Increments:

Prime Business Select Service 4A:

Each call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

Prime Business Select 4A Calling Card:

Each calling card call completed will have an initial minimum of thirty (30) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

Service Hours:

Rates apply 24 hours a day, 7 days a week

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SECTION 4. RATES (Cont'd)

4.39 Prime Business Select V

Prime Business Select V service is a term plan available to all business customers, who meet the Company's credit approval guidelines, but is designed for large end users. Customers are billed based upon the actual monthly usage. Customers must sign a twelve (12), twenty-four (24), or thirty-six (36) month term plan. Usage commitments will be set at the time of initiating service. The contract the customer signs states the penalty for discontinuation of service. The Customer will be billed the minimum monthly commitment level if the actual monthly usage is below the commitment level. Customers will either be billed directly by the Company or by their local exchange telephone company. Prime Business Select V rates apply to direct dial, toll free, and calling card calls. All calls are billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds. Per minute, per call and monthly recurring charges may apply.

4.39.1 Access Methods and Usage Rates

(A) Direct Dial & Toll Free

MONTHLY TERM COMMITMENT	TERM PLAN (months)		
	12	24	36
\$2,500	\$0.0700	\$0.0700	\$0.0700
\$5,000	\$0.0700	\$0.0700	\$0.0700
\$10,000	\$0.0700	\$0.0700	\$0.0700
\$25,000	\$0.0700	\$0.0700	\$0.0700
\$50,000	\$0.0700	\$0.0700	\$0.0700

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SECTION 4. RATES (Cont'd)

4.39.1 Access Methods and Usage Rates (Cont'd)

(B) Calling Card

Per Minute Rate:	\$0.20
Per Call Surcharge:	\$0.20

(C) Directory Assistance

Per Call:	\$0.65
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4.39.2 Monthly Recurring Fees

Toll Free Number (per number)	\$ 3.00
Diskette Billing (monthly diskette)	\$ 10.00
Magnetic Tape Billing (monthly tape)	\$ 10.00
Optional Management Invoice Reports	\$ 2.00

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SECTION 4. RATES (Cont'd)

4.40 Prime Business Select II- Special Pricing

Prime Business Select II-Special Pricing is a combined direct dial 1+ outbound and toll free inbound switched access service. Customers commit to a thirty-six (36) month term with minimum monthly usage commitments as indicated in Section 4.40.1 below. Calls are billed in six (6) second increments after an initial calling period, for billing purposes, of six (6) seconds. Any fractional portion of a call thereafter, will be rounded up to the next highest billing increment.

4.40.1 Access Methods and Usage Rates

(A) Direct Dial and Toll Free

<u>Monthly Usage</u>	<u>Rates</u>
\$0 - 74,999	\$0.1000
\$75,000 - 99,999	\$0.0800
\$100,000 - 149,999	\$0.0750
\$150,000 +	\$0.0725

4.40.2 Directory Assistance

(A) Per Call Charge: \$0.75

SECTION 4. RATES (Cont'd)

4.41 Prime Business Select II Dedicated - Special Pricing

Prime Business Select II Dedicated - Special Pricing is a combined direct dial 1+ outbound and toll free inbound service. Customers commit to a thirty-six (36) month term and a \$75,000 monthly minimum. Calls are billed in six (6) second increments after an initial calling period, for billing purposes, of six (6) seconds. Any fractional portion of a call thereafter, will be rounded up to the next highest billing increment.

4.41.1 Access Methods and Usage Rates

(A) Direct Dial and Toll Free

Per Minute Rate: \$0.0550

4.41.2 Directory Assistance

(A) Per Call Charge: \$0.75

SECTION 4. RATES (Cont'd)

4.42 Prime Business Select II Dedicated - Special Pricing II

Prime Business Select II Dedicated - Special Pricing is a combined direct dial 1+ outbound and toll free inbound service. Customers commit to a thirty-six (36) month term and a \$35,000 monthly minimum. Calls are billed in six (6) second increments after an initial calling period, for billing purposes, of six (6) seconds. Any fractional portion of a call thereafter, will be rounded up to the next highest billing increment.

4.42.1 Access Methods and Usage Rates

(A) Direct Dial and Toll Free

Per Minute Rate: \$ 0.0550

4.42.2 Directory Assistance

(A) Per Call Charge: \$0.75

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SECTION 4. RATES (Cont'd)

4.43 Prime Business Industry Program - Auto Dealer Program

Prime Business Industry Program is an affinity associated program for various business and social groups that either commit to or recommend Carrier's service to the association membership. The association membership will receive special term and rate conditions when they subscribe to Carrier's service. Auto Dealers Program is a Prime Business Industry Program designed for Factory Authorized Auto Dealers. Customers must commitment to a one year term and a monthly revenue usage of \$250.00. Calls are billed in six (6) second increments after an initial calling period, for billing purposes, of eighteen (18) seconds. Per minute and per call charges apply based upon the call type.

4.43.1 Access Methods and Usage Rates

(A) Direct Dial

Per Minute Rate: \$0.0900

(B) Travel Card

Per Minute Rate: \$0.20

Per Call Surcharge: \$0.25

4.43.2 Directory Assistance

(A) Per Call Charge: \$0.75

SECTION 4. RATES (Cont'd)

4.44 COMTEL Prime Business

COMTEL Prime Business service is an inbound and outbound service offered to business Customers of through a master agent of the Company. Customers must sign twelve (12) month term plan with a monthly revenue commitment of \$250.00 or \$300.00. The Customer will be billed the minimum commitment if the actual monthly usage is below the commitment level. Calls are billed in six(6) second increments after an initial calling period, for billing purposes, of eighteen (18) seconds.

4.44.1 Access Methods and Usage Rates

(A) Direct Dial and Toll Free

<u>Monthly Usage</u>	<u>Per Minute Rate</u>
\$250.00	\$0.0900
\$300.00	\$0.0900

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SECTION 4. RATES (Cont'd)

4.45 Global Systems Prime Business

Global Systems Prime Business service is an outbound and inbound service offered to business Customers of through a master agent of the Company. Calls are billed in six(6) second increments after an initial calling period, for billing purposes, of eighteen (18) seconds.

4.45.1 Access Methods and Usage Rates

(A) Direct Dial and Toll Free

Per Minute Rate: \$0.0900

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SECTION 4. RATES (Cont'd)

4.46 Excel Prime Business Select 3 Service

Excel Prime Business Select 3 Service is a combined inbound, outbound and calling card service offered to business Customers. Customers are billed at per minute rates based on Combined Monthly Usage volumes, and discounted rates are applied based upon the Customer's billed monthly usage. Combined Monthly Usage is defined as the Customer's billed usage for a monthly billing period for the combined total of interstate, intrastate, international and service calling card usage for a month's billing period. Directory Assistance charges, monthly recurring charges, service fees, surcharges and taxes are not included in the determination of the Customer's Combined Monthly Usage.

Customers to this service offering commit to Combined Monthly Usage of \$100.00, hereinafter referred to as the \$100.00 Monthly Minimum Commitment. In the event Customer does not meet the \$100.00 Monthly Minimum Commitment during any monthly invoice period, the Customer will be responsible for paying a deficiency charge for that invoice period. The Customer's deficiency charge will be the difference between the Customer's \$100.00 Monthly Minimum Commitment and the Customer's actual Combined Monthly Usage.

This service is offered on a month-to-month basis.

SECTION 4. RATES (Cont'd)

4.46 Excel Prime Business Select 3 Service - (Continued)

Usage Rates:

COMBINED MONTHLY USAGE COMMITMENT	PER MINUTE RATES
\$0 - \$99.99	\$0.0800
\$100 - \$199.99	\$0.0800
\$200 - \$499.99	\$0.0800
\$500 - \$999.99	\$0.0800
Over \$1000	\$0.0800

Excel Prime Business Select 3 Calling Card Usage Rates:

Per call surcharge: \$0.2500
Per minute rates: \$0.2500

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SECTION 4. RATES (Cont'd)

4.46 Excel Prime Business Select 3 Service - (Continued)

Usage Rates: (Continued)

Monthly Recurring Service Charges and Fees:

Inbound Service Charge	\$3.00 per 800/888#, per month
Directory Assistance Service:	\$0.7500 per call
Optional Management Invoice Reports	\$2.00 per report, per month
Accounting Codes (Non-Verified Package)	\$5.00 per package, per month
Accounting Codes (Verified Package)	\$10.00 per package, per month

Billing Increments:

Excel Prime Business Select Service 3:

Each call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

Excel Prime Business Select 3 Calling Card:

Each calling card call completed will have an initial minimum of thirty (30) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

Service Hours:

Rates apply 24 hours a day, 7 days a week

SECTION 4. RATES (Cont'd)

4.47 Excel Prime Business Select 4 Service

Excel Prime Business Select 4 Service is a combined inbound, outbound and calling card service offered to business Customers. Customers are billed at per minute rates based on Combined Monthly Usage volumes, and discounted rates are applied based upon the Customer's billed monthly usage. Combined Monthly Usage is defined as the Customer's billed usage for a monthly billing period for the combined total of interstate, intrastate, international and service calling card usage for a month billing period. Directory Assistance charges, monthly recurring charges, service fees, surcharges and taxes are not included in the determination of the Customer's Combined Monthly Usage.

Customers to this service offering commit to Combined Monthly Usage of \$100.00, hereinafter referred to as the \$100.00 Monthly Minimum Commitment. In the event Customer does not meet the \$100.00 Monthly Minimum Commitment during any monthly invoice period, the Customer will be responsible for paying a deficiency charge for that invoice period. The Customer's deficiency charge will be the difference between the Customer's \$100.00 Monthly Minimum Commitment and the Customer's actual Combined Monthly Usage.

Customers subscribing to this service must commit to a term of 12 months. A service term begins on the first day of the month following service enrollment. When the Customer's 12-month service term expires, the Customer's service will automatically renew for another 12-month period, unless the Company receives in writing a notice of non-renewal during the period between 60 and 30 days prior to the end of the Customer's 12-month term period.

In the event a Customer terminates service with the Company prior to the end of the 12-month Term Commitment Period, or in the event that the Company terminates service based on the Customer's default, the Customer will be responsible for paying a Termination Charge equal to the Customer's \$100.00 Monthly Minimum Commitment, multiplied by the number of months remaining in the Customer's agreed 12-month Term Commitment period.

SECTION 4. RATES (Cont'd)

4.47 Excel Prime Business Select 4 Service - (Continued)

Usage Rates:

COMBINED MONTHLY USAGE	PER MINUTE RATES
\$0 - \$99.99	\$0.0750
\$100 - \$199.99	\$0.0750
\$200 - \$499.99	\$0.0750
\$500 - \$999.99	\$0.0750
Over \$1000	\$0.0750

Excel Prime Business Select 4 Calling Card Usage Rates:

Per call surcharge: \$0.2500
Per minute rates: \$0.2000

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SECTION 4. RATES (Cont'd)

4.47 Excel Prime Business Select 4 Service - (Continued)

Usage Rates: (Continued)

Monthly Recurring Service Charges and Fees:

Inbound Service Charge	\$3.00 per 800/888#, per month
Directory Assistance Service:	\$0.7000 per call
Optional Management Invoice Reports	\$2.00 per report, per month
Accounting Codes (Non-Verified Package)	\$5.00 per package, per month
Accounting Codes (Verified Package)	\$10.00 per package, per month

Billing Increments:

Excel Prime Business Select Service 4:

Each call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

Excel Prime Business Select 4 Calling Card:

Each calling card call completed will have an initial minimum of thirty (30) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

Service Hours:

Rates apply 24 hours a day, 7 days a week

SECTION 4. RATES (Cont'd)

4.48 Excel Prime Select 5

Excel Prime Select Service is an combined inbound, outbound and calling card service offered to business Customers of Excel. Excel Prime Select 5 service is a term plan service available to all business customers but is designed for large end users. Customers are billed based upon the actual monthly usage with discounts applicable based upon billing levels. Interstate, intrastate, international and calling card usage are contributory to the monthly usage summary but only the interstate usage will be discounted. Customers must sign a twelve (12), twenty-four (24) or thirty-six (36) month term plan. Usage commitments will be set at the time of initiating the service. The contract the Customer signs states the penalty for discontinuation of service. The Customer will be billed the minimum monthly commitment level if the actual monthly usage is below the commitment level. All calls are billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds. Per minute charges, per call surcharge and monthly recurring charges apply to each service.

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SECTION 4. RATES (Cont'd)

4.48 Excel Prime Select 5 (Cont'd)

4.48.1 Per Minute Rate

MONTHLY TERM COMMITMENT	TERM PLAN (Months)		
	12	24	36
\$ 2,500	\$0.0700	\$0.0700	\$0.0700
\$ 5,000	\$0.0700	\$0.0700	\$0.0700
\$10,000	\$0.0700	\$0.0700	\$0.0700
\$25,000	\$0.0700	\$0.0700	\$0.0700
\$50,000	\$0.0700	\$0.0700	\$0.0700
Directory Assistance	\$0.65 Per Call		

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SECTION 4. RATES (Cont'd)

4.49 Excel Prime Select 5A

Excel Prime Select 5A service is a term plan service available to all business customers but is designed for large end users. Customers are billed based upon the actual monthly usage with discounts applicable based upon billing levels. Interstate, intrastate, international and calling card usage are contributory to the monthly usage summary but only the interstate usage will be discounted. Customers must sign a twelve (12), twenty-four (24) or thirty-six (36) month term plan. Usage commitments will be set at the time of initiating the service. The contract the Customer signs states the penalty for discontinuation of service. The Customer will be billed the minimum monthly commitment level if the actual monthly usage is below the commitment level. Select 5A calls are billed in six (6) second increments after an initial period, for billing purposes, of six (6) seconds.

4.49.1 Per Minute Rates

MONTHLY TERM COMMITMENT	TERM PLAN (Months)		
	12	24	36
\$ 2,500	\$0.0700	\$0.0700	\$0.0700
\$ 5,000	\$0.0700	\$0.0700	\$0.0700
\$10,000	\$0.0700	\$0.0700	\$0.0700
\$25,000	\$0.0700	\$0.0700	\$0.0700
\$50,000	\$0.0700	\$0.0700	\$0.0700
Directory Assistance	\$0.65 Per Call		

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SECTION 4. RATES (Cont'd)

4.50 Prime Business Communications Service is a customized telecommunications service offering combining inbound, outbound and calling card services offered to business Customers. Customers are billed at per minute rates based on a Minimum Monthly Usage Commitment Option for switched or dedicated access services for origination and termination of calls. Customers subscribing to this service must commit to a term of 12 months. A service term begins on the first day of the month following service enrollment. When the Customer's 12-month service term expires, the Customer's service will automatically renew for another 12-month period, unless the Company receives in writing a notice of non-renewal during the period between 60 and 30 days prior to the end of the Customer's 12-month term period. In the event a Customer terminates service with the Company prior to the end of the 12-month Term Commitment Period, or in the event that the Company terminates service based on the Customer's default, the Customer will be responsible for paying a Termination Charge equal to the Customer's Minimum Monthly Usage Commitment Option, multiplied by the number of months remaining in the Customer's agreed 12-month Term Commitment period. Monthly Usage includes combined interstate, intrastate, international and calling card usage in a given billing period. Directory Assistance charges, monthly recurring charges, service charges, and taxes are not included in the determination of the Customer's Monthly Usage.

For dedicated access, dedicated facilities between the Customer's premises and the Company's terminal location(s) are required. The Company will arrange for the installation of all required connecting facilities via a Local Exchange Carrier or other access provider. The installation and monthly recurring charges for any interface equipment associated with such access that is provided by the Company shall be calculated on an individual case basis, in accordance with the charges assessed by the Local Exchange Carrier or other access provider.

SECTION 4. RATES (Cont'd)

4.50 Prime Business Communications Service

4.50.1 Per Minute Usage Rates: (Switched& Dedicated Access Service)

Minimum Monthly Usage Commitment Options (Switched Access)		Switched Access	Minimum Monthly Usage Commitment Options (Dedicated Access)		Dedicated Access
		Per Minute Rate			Per Minute Rate
OPTION 1	\$25	\$.0850	OPTION 1	\$1,500	\$.0650
OPTION 2	\$50	\$.0800	OPTION 2	\$2,000	\$.0650
OPTION 3	\$75	\$.0775	OPTION 3	\$2,500	\$.0650
OPTION 4	\$100	\$.0750	OPTION 4	\$4,000	\$.0600
OPTION 5	\$125	\$.0725	OPTION 5	\$5,000	\$.0600
OPTION 6	\$150	\$.0700	OPTION 6	\$10,000	\$.0550
OPTION 7,8,9,10,11	\$175	\$.0700	OPTION 7	\$15,000	\$.0550

4.50.2 Travel Card Usage Rates:

Per Minute Rate		Per Call Surcharge	
Option 1,2,3	.2000	Option 1,2,3	.2500
Option 4,5	.2000	Option 4,5	.1500
Option 6,7,8,9,10,11	.1800	Option 6,7,8,9,10,11	.1500

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SECTION 4. RATES (Cont'd)

4.50 Prime Business Communications Service

4.50.3 Monthly Recurring Service Charges:

Inbound Service Charge	\$3.00 per 800/888#, per month
Directory Assistance Service:	\$0.6500 per call
Diskette Billing	\$10.00 per diskette, per month
Magnetic Tape Billing	\$10.00 per tape, per month
Optional Management Invoice Reports	\$2.00 per report, per month
Accounting Codes (Non-Verified Package)	\$5.00 per package, per month
Accounting Codes (Verified Package)	\$10.00 per package, per month
Customer Accounting Code Package	\$45.00 per package, per month

Billing Increments:

Each call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

Service Hours:

Rates apply 24 hours a day, 7 days a week

SECTION 4. RATES (Cont'd)

4.51 Dial & Save Flat Rate Program III:

Dial & Save Flat Rate Program III is a one-way, dial-out multipoint service designated for presubscribed or casual calling residential customers. The service has a flat per minute rate structure for all time-of-day rate periods. Each call completed will have an initial minimum of one minute and any time beyond that minimum will be billed in addition using one minute increments, rounded up to the next whole minute.

4.51.1 Per Minute Rate: \$0.1500

4.51.2 Monthly Recurring Charge: None.

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SECTION 4. RATES (Cont'd)

4.52 Prime Business Select Plan II-A Service:

The Prime Business Select Plan II-A is available to business Customers who meet the Company's credit approval guidelines. Customers may select a Month-to-Month or Term Commitment Option. Customers selecting the Term Commitment Option must sign an agreement with the Company. Customers will either be billed directly by the Company or by their local exchange telephone company. Prime Business Select Plan II-A rates apply to direct dialed, toll free (800/888) and calling card calls.

Account Codes are available under the Prime Business Select Plan II-A. Account Codes assist Customers in managing and tracking their long distance usage. Customers may select validated account codes which are specific, pre-defined combinations of digits registered in the Company's switch database or non-validated codes which are a certain quantity of digits.

4.52.1 Month-to-Month Service Option Plan

Calls will be rated at the rates indicated below with a volume discount applied in accordance with the Customer's monthly revenue level. The Customer's monthly revenue level consists of all intrastate, interstate and international outbound, inbound and calling card usage including surcharges. The monthly revenue level does not include any monthly recurring fees or directory assistance charges. The Customer will receive the applicable discount percentage which corresponds with the Customer's monthly revenue level as determined by the discount schedule shown below. The discount percentage will be applied to intrastate and interstate outbound and inbound usage only. The discount will not be applied to international usage, calling card usage and surcharges or other fees.

Calls for outbound, inbound and calling card service will be billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds.

(A) Direct Dialed and Toll Free Per Minute Rates

Base Rate	\$0.1600
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SECTION 4. RATES (Cont'd)

4.52 Prime Business Select Plan II-A Service - (Continued)

4.52.1 Month-to-Month Service Option Plan - (Continued)

(B) **Discount Schedule**

Monthly Revenue Level	Per Minute Rate
\$0.00 - \$99.99	\$0.1600
\$100.00 - \$249.99	\$0.1550
\$250.00 - \$499.99	\$0.1500
\$500.00 - \$749.99	\$0.1450
\$750.00 - \$999.99	\$0.1400
\$1,000.00 - \$2,499.99	\$0.1350
\$2,500.00 - \$4,999.99	\$0.1300
\$5,000.00 - \$9,999.99	\$0.1250
\$10,000.00 - \$24,999.99	\$0.1200
\$25,000.00 - \$49,999.99	\$0.1150
\$50,000.00 +	\$0.1100

(C) **Travel Card Service**

- (1) **Standard Issue**
Per Minute Rate: \$0.25
Per Call Surcharge: \$0.50
- (2) **Premium Issue II**
Per Minute Rate: \$0.25
Per Call Surcharge: \$0.00

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SECTION 4. RATES (Cont'd)

4.52 Prime Business Select Plan II-A Service - (Continued)

4.52.1 Month-to-Month Service Option Plan - (Continued)

(D) Monthly Recurring Charges - (Optional)

Should a customer subscribe to the following service(s), they will be charged the corresponding fee on a recurring basis each month:

- | | | |
|------------|---|---------|
| (1) | Toll Free Numbers (800/888)
(Per 800/888 number) | \$ 3.00 |
| (2) | Account Codes | |
| | Validated | \$10.00 |
| | Non-Validated | \$ 5.00 |
| (E) | Directory Assistance (Per Call) | \$0.75 |
| (F) | 100% Satisfaction Guarantee | |

Customers subscribing to the Prime Business Select Plan II-A Month-to-Month Option are eligible for the Company's 100% Satisfaction Guarantee. This guarantee is valid for 90 days from the date the Customer starts utilizing the Company's service.

If the Company fails to correct the Customer's valid complaint regarding network quality or service support or if the Company fails to deliver the stated rate plan within 15 days of the Company receiving written notification regarding the problem, the Company will 1) refund to the Customer all PIC change charges assessed by the Customer's LEC as a result of the Company switching its long distance service to the Company from the Customer's previous long distance carrier; and 2) refund to the Customer all PIC change charges assessed by the Customer's LEC in order to switch the Customer's long distance service back to their previous carrier. The Customer shall not be entitled to the refunds described above if Customer has an account balance with the Company which has aged beyond net 30 days or if Customer's complaint is not attributable to facilities of causes within the Company's reasonable control.

SECTION 4. RATES (Cont'd)

4.52 Prime Business Select Plan II-A **Service - (Continued)**

4.52.2 Term Commitment Option Plan

Users subscribing to this option will select a Term Commitment Period. Calls will be rated at the rates provided below which correspond with the Term Commitment Period selected by the Customer as well as a Monthly Revenue Usage Level. The Customer's Monthly Revenue Usage Level consists of all intrastate, interstate and international outbound, inbound and calling card usage including surcharges. The Monthly Revenue Usage Level does not include any monthly recurring fees or directory assistance charges. Calls for outbound, inbound and calling card service will be billed in six (6) second increments after an initial period, for billing purposes, of six (6) seconds. Monthly Recurring Charges, as defined earlier in this section of the tariff, also apply for Term Commitment Customers.

(A) Direct Dialed and Toll Free Calling

PER MINUTE RATES				
Monthly Revenue Usage Level	12 Month Term	18 Month Term	24 Month Term	36 Month Term
\$0.00 - \$99.99	\$0.1375	\$0.1325	\$0.1275	\$0.1200
\$100.00 - \$249.99	\$0.1375	\$0.1325	\$0.1275	\$0.1200
\$250.00 - \$499.99	\$0.1325	\$0.1275	\$0.1225	\$0.1150
\$500.00 - \$749.99	\$0.1275	\$0.1225	\$0.1175	\$0.1100
\$750.00 - \$999.99	\$0.1225	\$0.1175	\$0.1125	\$0.1050
\$1,000.00 - \$2,499.99	\$0.1175	\$0.1125	\$0.1075	\$0.1025
\$2,500.00 - \$4,999.99	\$0.1125	\$0.1075	\$0.1025	\$0.0975
\$5,000.00 - \$9,999.99	\$0.1075	\$0.1025	\$0.0975	\$0.0925
\$10,000.00 - \$24,999.99	\$0.1025	\$0.0975	\$0.0950	\$0.0900
\$25,000.00 - \$49,999.99	\$0.0975	\$0.0950	\$0.0925	\$0.0875
\$50,000.00 +	\$0.0950	\$0.0925	\$0.0900	\$0.0850

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SECTION 4. RATES (Cont'd)

4.52 Prime Business Select Plan II-A Service - (Continued)

4.52.2 Term Commitment Option Plan - (Continued)

(B) Calling Card Rates

(1) Term Commitment up to \$74,999

Per Minute Rate: \$0.25
Per Call Surcharge: \$0.10

(2) Term Commitment from \$75,000 to \$100,000

Per Minute Rate: \$0.20
Per Call Surcharge: \$0.25

(3) Term Commitment from \$100,000 to \$125,000

Per Minute Rate: \$0.15
Per Call Surcharge: \$0.25

(4) Term Commitment over \$125,000

Per Minute Rate: \$0.20
Per Call Surcharge: \$0.10

(C) Directory Assistance (Per Call) \$0.75

(D) Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Term Commitment Period or in the event that Company terminates service based upon Customer's default, the Customer will pay a termination penalty to the company equal to \$100.00 multiplied by the number of months remaining in the Term Commitment period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term agreement signed by the Customer at the initiation of service.

SECTION 4. RATES (Cont'd)

4.52 Prime Business Select Plan II-A Service - (Continued)

4.52.2 Term Commitment Option Plan - (Continued)

(E) 100% Satisfaction Guarantee

Customers subscribing to the Prime Business Select Plan II-A Term Commitment Option are eligible for the Company's 100% Satisfaction Guarantee. This guarantee is valid for the length of the Term Commitment from the date the Customer starts utilizing the Company's service. If the Company fails to correct the Customer's valid complaint regarding network quality or service support or if the Company fails to deliver the stated rate plan within 15 days of the Company receiving written notification regarding the problem, the Company will 1) refund to the Customer all PIC change charges assessed by the Customer's LEC as a result of the Company switching its long distance service to the Company from the Customer's previous long distance carrier; 2) refund to the Customer all PIC change charges assessed by the Customer's LEC in order to switch the Customer's long distance service back to their previous carrier; 3) cancel Customer's term agreement without liability for the Termination Penalty; and 4) if the above conditions apply within the first ninety (90) days of service, the Company will refund to the Customer, the amount of their first Prime Business Select Plan II-A invoice.

The Customer shall not be entitled to the refunds described above if Customer has an account balance with the Company which has aged beyond net 30 days or if Customer's complaint is not attributable to facilities of causes within the Company's reasonable control.

SECTION 4. RATES (Cont'd)

4.53 Employee Long Distance Service Program:

Employee Long Distance Service Program is a one-way, dial-out, multipoint residential presubscribed service designated exclusively for employees of the Company, its parent company, affiliates and subsidiaries. This service has a flat per minute rate structure for all time-of-day rate periods. Each call completed will have an initial minimum of one minute and any time beyond that minimum will be billed in addition using one minute increments, rounded up to the next whole minute.

4.53.1 Rates:

Per Minute
\$0.1000

4.53.2 Monthly Recurring Charge: None.

4.53.3 Calling Card Per Minute Rates:

Employees subscribing to this service will be provided with a calling card. The following per minute rates apply for all calling card calls placed within the State of Ohio:

Initial Minute	Each Additional Minute
\$0.1800	\$0.1800

4.53.4 Calling Card Per Call Service Charge: None.

4.53.5 Calling Card Billing Increments:

Calls will be billed at an initial minimum of one minute, and anytime beyond that minimum will be billed in addition using one minute increments, rounded up to the next whole minute. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

SECTION 4. RATES (Cont'd)

4.54 Simply 7 Service:

Simply 7 Service is a one-way, dial-out, multipoint service designated for residential and small business customers and is limited to three (3) telephone numbers per customer account. The service has a flat rate per minute structure for all time-of-day rate periods. Each call completed will have an initial minimum of one minute and any time beyond that minimum will be billed using one minute increments, rounded up to the next whole minute.

Per Minute Rate: \$0.1000

Monthly Service Fee: \$4.95

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SECTION 4. RATES (Cont'd)

4.55 Dial & Save Flat Rate Program IV:

Dial & Save Flat Rate Program IV is a one-way, dial-out multipoint service designated for presubscribed residential customers. The service has a flat per minute rate structure for all time-of-day rate periods. Each call completed will have an initial minimum of one minute and any time beyond that minimum will be billed in addition using one minute increments, rounded up to the next whole minute.

4.55.1 Per Minute Rate: \$0.1500

4.55.2 Monthly Recurring Charge: \$1.00

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SECTION 4. RATES (Cont'd)

4.56 Carrier Domestic Termination by LATA

Carrier Domestic Termination by LATA Service is available only to resale telecommunication carriers ("Customers") that want to utilize the Company's network to terminate service. Customers must meet certain Company-specified credit evaluations in order to be offered this service option. In addition, Customers must have obtained operating authority in the state(s) which they conduct business, and file tariff(s) where required by law, with an applicable state or federal authority, and have use of their own Primary Interexchange Code. Customers that qualify for this service will receive call termination at the rates specified below. Rates are based upon the LATA and Regional Bell Operating Company ("RBOC") where calls terminate, as well as the Customer's Monthly Minimum Usage. The Customer's Monthly Minimum Usage Commitment is based on combined intrastate, interstate and international usage.

Call traffic under this service option must meet the following other specifications:

- a. A minimum of 80% of the Customers total minutes of use which terminate on the Company's network for this service offering must be during the times of 9:01 pm and 6:59 pm, Sunday - Friday. If the Customer's minutes of use terminating during this time period drops below the 80% threshold, the Company reserves the right to discontinue service to the Customer upon written notice or rerate the Customer's domestic minutes of use at an additional per minute rate of \$.0125.
- b. Calls are billed at six (6) second increments, after an initial calling period of six (6) seconds. Any fractional portion of a call thereafter will be rounded up to the next higher billing increment.
- c. Calls which terminate in a non-RBOC area will be assessed an additional charge of \$.0200 per minute.

SECTION 4. RATES (Cont'd)

4.56 Carrier Domestic Termination by LATA, (Cont'd.)

4.56.1 Monthly Minimum Usage Options

OPTIONS	MONTHLY MINIMUM USAGE COMMITMENT LEVEL
1	\$50,000.00
2	\$100,000.00
3	\$200,000.00
4	\$400,000.00
5	\$500,000.00/Over

4.56.2 Per Minute Usage Rates

OPTION 1 \$50,000 (Per Minute Rate)	OPTION 2 \$100,000 (Per Minute Rate)	OPTION 3 \$200,000 (Per Minute Rate)	OPTION 4 \$400,000 (Per Minute Rate)	OPTION 5 \$500,000/Over (Per Minute Rate)
\$0.0375	\$0.0355	\$0.0340	\$0.0325	\$0.0325

4.56.3 Directory Assistance

OPTIONS	DIRECTORY ASSISTANCE RATE/PER CALL
1	\$0.44
2	\$0.42
3	\$0.40
4	\$0.38
5	\$0.38

4.56.4 Time of Day Rate Periods

Peak: Sunday - Friday, 9:01 pm - 6:59 pm, and all day Saturday.
Off-Peak: Sunday - Friday, 7:00 pm - 9:00 pm.

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SECTION 4. RATES (Cont'd)

4.57 Winback Program I

Winback Program I is a direct-dial outbound 1+, inbound and travel card telecommunications service offering available to presubscribed/switched business customers. Customers must commit to a 24 Month Term Commitment Period.

Inbound and outbound calls will be billed in six (6) second increments, after an initial period, for billing purposes, of eighteen (18) seconds, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

4.57.1 Per Minute Rates

Monthly Term Commitment Period	Per Minute Rate
24	\$0.0700

4.57.2 Travel Card Usage Rates

Per Minute Rate	Per Call Surcharge
\$0.2000	\$0.2500

4.57.3 Travel Card Billing Increments

Each travel card call completed will have an initial minimum of thirty (30) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

4.57.4 Monthly Recurring Charge \$3.00 per 800/8XX number

4.57.5 Directory Assistance Per Call Charge \$1.40/per call charge

SECTION 4. RATES (Cont'd)

4.58 Winback Program II

Winback Program II is a direct-dial outbound 1+, inbound and travel card telecommunications service offering available to presubscribed/switched business customers. Customers must commit to a 36 Month Term Commitment Period.

Inbound and outbound calls will be billed in six (6) second increments, after an initial period, for billing purposes, of eighteen (18) seconds, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

4.58.1 Per Minute Rates

Monthly Term Commitment Period	Per Minute Rate
36	\$0.0700

4.58.2 Travel Card Usage Rates

Per Minute Rate	Per Call Surcharge
\$0.2000	\$0.2500

4.58.3 Travel Card Billing Increments

Each travel card call completed will have an initial minimum of thirty (30) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

4.58.4 Monthly Recurring Charge \$3.00 per 800/8XX number

4.58.5 Directory Assistance Per Call Charge \$1.40/per call charge

SECTION 4. RATES (Cont'd)

4.59 Winback Program III

Winback Program III is a direct-dial outbound 1+, inbound and travel card telecommunications service offering available to presubscribed/switched business customers. Customers must commit to a 12 Month Term Commitment Period and a Monthly Minimum Usage Commitment Level of \$1,000.00.

Inbound and outbound calls will be billed in six (6) second increments, after an initial period, for billing purposes, of eighteen (18) seconds, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

4.59.1 Per Minute Rates

Monthly Term Commitment Period	Per Minute Rate
12	\$0.0700

4.59.2 Travel Card Usage Rates

Per Minute Rate	Per Call Surcharge
\$0.2000	\$0.2500

4.59.3 Travel Card Billing Increments

Each travel card call completed will have an initial minimum of thirty (30) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

4.59.4 Monthly Recurring Charge \$3.00 per 800/8XX number

4.59.5 Directory Assistance Per Call Charge \$1.40/per call charge

SECTION 4. RATES (Cont'd)

4.60 Prime Business Select II Dedicated Special Pricing - X

Prime Business Select II Dedicated Special Pricing - X is a dedicated outbound 1+, inbound and travel card telecommunications service offering available only to business customers. Customers must commit to a 12 month Term Commitment Period and a minimum Monthly Usage Commitment Level that consists of the following:

4.60.1 Per Minute Rates (Outbound and Inbound)

Monthly Term Commitment Period	Monthly Usage Commitment Level	Per Minute Rate
12	\$75,000.00	\$0.0550

4.60.2 Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Monthly Term Commitment Period or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Monthly Usage Commitment Level multiplied by the number of months remaining in the Monthly Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term agreement signed by the Customer at the initiation of service.

4.60.3 Deficiency Charge

In the event Customer's Monthly Usage Commitment Level does not meet the Monthly Usage Commitment Level selected by the Customer in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Monthly Term Commitment Level and the actual Monthly Usage Commitment Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

SECTION 4. RATES (Cont'd)

4.60 Prime Business Select II Dedicated Special Pricing - X, (Cont'd.)

4.60.4 Billing Increments

Each direct-dialed and inbound 800 number call completed will have an initial minimum of six (6) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

4.60.5 Travel Card Per Minute Rates

Per Call Surcharge	\$0.1000
Per Minute Rate	\$0.1800

4.60.6 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

4.60.7 Monthly Recurring Charge \$3.00/per 800/8XX number

4.60.8 Directory Assistance \$0.65/per call charge

SECTION 4. RATES (Cont'd)

4.61 Prime Business Select II Switched Special Pricing

Prime Business Select II Switched Special Pricing is a presubscribed/switched outbound 1+, inbound and travel card telecommunications service offering available only to business customers. Customers must commit to a 12 month Term Commitment Period in order to receive the following per minute rates:

4.61.1 Per Minute Rates (Inbound and Outbound)

Monthly Term Commitment Period	Per Minute Rate
12	\$0.0700

4.61.2 Billing Increments

Each direct-dialed and inbound 800 number call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

4.61.3 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rates apply for all travel card calls placed within the State of Ohio in addition to the per call surcharge listed below:

Per Minute Rate	Per Call Surcharge
\$0.2000	\$0.2500

4.61.4 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

4.61.5 Monthly Recurring Charge: \$3.00/per 800/8XX number

4.61.6 Directory Assistance \$1.40/per call charge

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SECTION 4. RATES (Cont'd)

4.62 Brand Equity Dedicated Service - I

Brand Equity Dedicated Service - I is a dedicated outbound 1+, inbound and travel calling card telecommunications service offering available only to customers subscribing to associated Brand Equity Service offerings. This service offering is to be branded or co-branded under the trade and/or service marks owned by the brand equity participant(s) and the Company. A Brand Equity participant is defined as any business entity or individual within an industry, professional or business classification, or a commercial organization with affiliate franchisees, independent agents, independent distributors or other multiple commercial representatives who enter into an agreement with the Company for the marketing of this service. This service, as offered in this tariff, is an add-on to the service of the same name provided in the Company's F.C.C Tariff No. 1. Customers must commit to a Monthly Usage Level of \$2,500.00, \$5,000.00, or \$7,500.00. The Customer's Monthly Usage Level is based on combined intrastate, interstate and international usage.

4.62.1 Per Minute Rate

OPTIONS	Monthly Usage Level	Per Minute Rate
1	\$2,500.00	\$0.0550
2	\$5,000.00	\$0.0550
3	\$7,500.00	\$0.0550

4.62.2 Billing Increments

Each direct-dialed and inbound 800 number call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

4.62.3 Travel Calling Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rates apply for all travel card calls placed within the State of Ohio in addition to the per call surcharge listed below:

Per Minute Rate	Per Call Surcharge
\$0.1800	\$0.1000

4.62.4 Travel Calling Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

4.62.5 Monthly Recurring Charge: \$3.00/per 800/8XX number

4.62.6 Directory Assistance \$0.75/per call charge

SECTION 4. RATES (Cont'd)

4.63 Brand Equity Dedicated Service - II

Brand Equity Dedicated Service - II is a dedicated outbound 1+, inbound and travel calling card telecommunications service offering available only to customers subscribing to associated Brand Equity Service offerings. This service offering is to be branded or co-branded under the trade and/or service marks owned by the brand equity participant(s) and the Company. A Brand Equity participant is defined as any business entity or individual within an industry, professional or business classification, or a commercial organization with affiliate franchisees, independent agents, independent distributors or other multiple commercial representatives who enter into an agreement with the Company for the marketing of this service. This service, as offered in this tariff, is an add-on to the service of the same name provided in the Company's F.C.C Tariff No. 1. Customers must commit to a Monthly Usage Level of \$10,000.00, \$15,000.00, \$25,000.00 or \$50,000.00. The Customer's Monthly Usage Level is based on combined intrastate, interstate and international usage.

4.63.1 Per Minute Rates

OPTIONS	Monthly Usage Level	Per Minute Rate
1	\$10,000.00	\$0.0550
2	\$15,000.00	\$0.0550
3	\$25,000.00	\$0.0550
4	\$50,000.00	\$0.0550

4.62.2 Billing Increments

Each direct-dialed and inbound 800 number call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

4.62.3 Travel Calling Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rates apply for all travel card calls placed within the State of Ohio in addition to the per call surcharge listed below:

Per Minute Rate	Per Call Surcharge
\$0.1800	\$0.1000

4.62.4 Travel Calling Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

4.62.5 Monthly Recurring Charge: \$3.00/per 800/8XX number

4.62.6 Directory Assistance \$0.75/per call charge

4.64 1Q Prime Business Dedicated Service

1Q Prime Business Dedicated Service is a dedicated telecommunications service offering inbound, outbound and travel card services to business customers only. Customers are billed at per minute rates based on a Monthly Usage Commitment Level for dedicated access services for origination and termination of long distance calls. Customers subscribing to this service must commit to a minimum term of 12 months and a Monthly Usage Commitment of \$2500, \$5000, or \$7500. In the event a Customer terminates service with the Company prior to the end of the 12-month Term Commitment Period, or in the event that the Company terminates service based on the Customer's default, the Customer will be responsible for paying a Termination Charge equal to the Customer's Monthly Usage Commitment Option, multiplied by the number of months remaining in the Customer's agreed 12-month Term Commitment period.

In the event Customer's Monthly Revenue Level does not meet the Monthly Revenue Commitment selected by the Customer in any invoice period during the Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Monthly Revenue Commitment and the actual Monthly Revenue Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

Dedicated facilities between the Customer's premises and the Company's terminal location(s) are required. At the customer's request, the Company will install or arrange for the installation of all required connecting facilities via a Local Exchange Carrier or other access provider. The installation and monthly recurring charges for any interface equipment associated with such access that is provided by the Company shall be calculated on an individual case basis, in accordance with the charges assessed by the Local Exchange Carrier or other access provider. Service orders are subject to network availability.

SECTION 4. RATES (Cont'd)

4.64 1Q Prime Business Dedicated Service, (Cont'd.)

4.64.1 Outbound and Inbound Per Minute Rates

Monthly Revenue Commitment	12 Month Term
\$ 2,500	\$0.0550
\$ 5,000	\$0.0550
\$ 7,500	\$0.0550

4.64.1 Billing Increments

Each direct-dialed call and inbound toll free call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

4.64.2 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rates apply for all travel card calls placed within the State of Ohio in addition to the per call surcharge listed below:

Per Minute Rate	Per Call Surcharge
\$0.1800	\$0.1000

4.64.3 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

4.64.4 Monthly Recurring Charge: \$3.00/per 800 number

4.64.5 Directory Assistance \$0.75/per call charge

SECTION 4. RATES (Cont'd)

4.65 1Q99 - Prime Business Select 2000

1Q99 - Prime Business Select 2000 is a telecommunications service offering inbound, outbound and travel card services exclusively to new Excel Commercial Prime Business Service customers. Customers are billed at per minute rates based on a Monthly Revenue Commitment Level for switched access services for long distance origination and termination. Customers subscribing to this service must commit to a minimum term of 12 months and choose from the Monthly Revenue Commitment Levels indicated below. In the event a Customer terminates service with the Company prior to the end of the 12-month Term Commitment Period, or in the event that the Company terminates service based on the Customer's default, the Customer will be responsible for paying a Termination Charge equal to the Customer's Monthly Revenue Commitment Option multiplied by the number of months remaining in the Customer's agreed 12-month Term Commitment period.

In any given invoice period, if the Customer's Monthly Revenue Level does not meet the Monthly Revenue Commitment agreed upon during the Term Commitment Period, the Customer will pay a Deficiency Charge for that invoice equal to the difference between the Monthly Revenue Commitment and the actual Monthly Revenue Level. The Deficiency Charge will be due at the same time payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

4.65.1 Inbound and Outbound Per Minute Rates:

Monthly Revenue Commitment	12 Month Term
\$0 - \$500.00	\$0.0700
\$501.00 - \$1,000.00	\$0.0700
\$1,001.00 - \$2,500.00	\$0.0700
Over \$2,500.00	\$0.0700

4.65.2 Billing Increments:

Each direct-dialed call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

4.65.3 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rates apply for all travel card calls placed within the State of Ohio in addition to the per call surcharge listed below:

Per Minute Rate	Per Call Surcharge
\$0.2000	\$0.2500

SECTION 4. RATES (Cont'd)

4.65 1Q99 - Prime Business Select 2000 (Cont'd)

4.65.4 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

4.65.5 Monthly Account Charge:	\$5.00
4.65.6 Monthly Recurring Charge:	\$3.00/per 800/8XX
4.65.7 Directory Assistance	\$0.65/per call charge

SECTION 4. RATES (Cont'd)

4.66 Prime Business Select Switched Service

Prime Business Select Switched Service is a presubscribed/switched outbound 1+, inbound and travel card telecommunications service offering available to business customers. Customers must commit to a 12 month Term Commitment Period and select one of following Options listed below:

4.66.1 Per Minute Rates (Outbound and Inbound)

Option	Monthly Term Commitment Period	Monthly Usage Level	Per Minute Rate
1	12	\$0 - \$499.99	\$0.0700
2	12	\$500.00 - \$999.99	\$0.0700
3	12	\$1000.00 - \$2,499.99	\$0.0700
4	12	\$2,500.00/Over	\$0.0700

4.66.2 Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Monthly Term Commitment Period or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to \$100.00 multiplied by the number of months remaining in the Monthly Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term agreement signed by the Customer at the initiation of service.

SECTION 4. RATES (Cont'd)

4.66 Prime Business Select Switched Service, (Cont'd.)

4.66.3 Billing Increments

Each direct-dialed and inbound 800 number call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

4.66.4 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rates apply for all travel card calls placed within the State of Ohio in addition to the per call surcharge listed below:

Per Minute Rate	Per Call Surcharge
\$0.2000	\$0.0000

4.66.5 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

- 4.66.6 Monthly Account Charge** \$5.00/per month
- 4.66.7 Monthly Recurring Charge** \$3.00/per 800/8XX number
- 4.66.8 Directory Assistance** \$0.7500/per call charge

SECTION 4. RATES (Cont'd)

4.67 ASTA Select Dedicated Program

ASTA Select Dedicated Program is a dedicated outbound 1+, inbound and travel card telecommunications service offering available only to members of the ASTA Association. Customers must commit to a 12 month Term Commitment Period and a minimum Monthly Usage Commitment Level of \$2,500. The Customer's minimum Monthly Usage Commitment is based on combined intrastate, interstate and international usage, excluding surcharges, monthly recurring charges and directory assistance charges.

4.67.1 Per Minute Rate

Monthly Term Commitment Period	Monthly Usage Commitment Level	Per Minute Rate
12	\$2,500	\$0.0550
Switched Access Overflow Rate - utilized when dedicated traffic overflows to the switched network. The Switched Access Overflow per minute rate is \$0.0950.		

4.67.2 Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Monthly Term Commitment Period or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Monthly Usage Commitment Level multiplied by the number of months remaining in the Monthly Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term agreement signed by the Customer at the initiation of service.

4.67.3 Deficiency Charge

In the event Customer's Actual Monthly Usage does not meet the Minimum Monthly Usage Commitment Level in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Minimum Monthly Usage Commitment Level and the Customer's Actual Monthly Usage Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

SECTION 4. RATES (Cont'd)

4.67 ASTA Select Dedicated Program, (Cont'd.)

4.67.4 Billing Increments

Each direct-dialed and inbound 800 number call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

4.67.5 Travel Card Service

Customer subscribing to this program will be provided with a travel card that allows them to make calls while away from the home or office. Per minute rates and a per call surcharge apply for Travel Card calls originating and terminating within the State of Ohio:

Per Minute Rate	Per Call Surcharge
\$0.1800	\$0.1000

4.67.6 Travel Card Billing Increments

Each travel card call completed will have an initial minimum of thirty (30) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

4.67.7 Monthly Recurring Charge \$3.00/per 800/8XX number

4.67.8 Directory Assistance \$0.75/per call charge

SECTION 4. RATES (Cont'd)

4.68 Hearth Products Association Switched Program

Hearth Products Association Switched Program is a presubscribed/switched outbound 1+, inbound and travel card telecommunications service offering available only to members of the Hearth Products Association. This service allows the Customer to place long distance calls between points within the State of Ohio. The Customer's Monthly Usage Commitment Level is based on combined intrastate, interstate and international usage, excluding surcharges, monthly recurring charges and directory assistance charges.

4.68.1 Per Minute Rates

Monthly Usage Commitment Level	Per Minute Rate
\$0 - \$499.99	\$0.0700
\$500.00 - \$999.99	\$0.0700
\$1,000.00 - \$2,499.99	\$0.0700
\$2,500.00/Over	\$0.0700

SECTION 4. RATES (Cont'd)

4.68 Hearth Products Association Switched Program, (Cont'd.)

4.68.2 Billing Increments

Each direct-dialed call and inbound 800/8XX call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

4.68.3 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rates apply for all travel card calls placed within the State of Ohio in addition to the per call surcharge listed below:

Per Minute Rate	Per Call Surcharge
\$0.2000	\$0.2500

4.68.4 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

4.68.5 Monthly Recurring Charge \$3.00/per 800/8XX number

4.68.6 Monthly Account Charge \$5.00

4.68.7 Directory Assistance \$0.75/per call charge

SECTION 4. RATES (Cont'd)

4.69 Hearth Products Association Dedicated Program

Hearth Products Association Dedicated Program is a dedicated outbound 1+, inbound and travel card telecommunications service offering available only to members of the Hearth Products Association. This service allows the Customer to place long distance calls between points within the State of Ohio. Customers must commit to a 12 Month Term Commitment Period and a minimum Monthly Usage Commitment Level. The Customer's Monthly Usage Commitment Level is based on combined intrastate, interstate and international usage, excluding surcharges, monthly recurring charges and directory assistance charges.

4.69.1 Per Minute Rates

Monthly Term Commitment Period	Monthly Usage Commitment Level	Per Minute Rate
12	\$2,500.00	\$0.0550

4.69.2 Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Monthly Term Commitment Period or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Monthly Usage Commitment Level multiplied by the number of months remaining in the Monthly Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term agreement signed by the Customer at the initiation of service.

4.69.3 Deficiency Charge

In the event Customer's Actual Monthly Usage does not meet the Minimum Monthly Usage Commitment Level selected by the Customer in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Minimum Monthly Usage Commitment Level and the Customer's Actual Monthly Usage Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

SECTION 4. RATES (Cont'd)

4.69 Hearth Products Association Dedicated Program, (Cont'd.)

4.69.4 Billing Increments

Each direct-dialed call and inbound 800/8XX call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

4.69.5 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rates apply for all travel card calls placed within the State of Ohio in addition to the per call surcharge listed below.

Per Minute Rate	Per Call Surcharge
\$0.1800	\$0.1000

4.69.6 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

4.69.7 Monthly Recurring Charge \$3.00/per 800/8XX number

4.69.8 Directory Assistance \$0.75/per call charge

SECTION 4. RATES (Cont'd)

4.70 Prime Business Select II Dedicated Special Pricing XXIII

Prime Business Select II Dedicated Special Pricing XXIII is a dedicated outbound 1+, inbound and travel card telecommunications service offering available only to business customers. Customers must commit to a 12 month Term Commitment Period and a minimum Monthly Usage Commitment Level. The Customer's minimum Monthly Usage Commitment is based on combined intrastate, interstate and international usage, excluding surcharges, monthly recurring charges and directory assistance charges.

4.70.1 Per Minute Rates (Inbound and Outbound)

Monthly Term Commitment Period	Monthly Usage Commitment Level	Per Minute Rate
12	\$7,500.00	\$0.0450
Switched Access Overflow Rate - utilized when dedicated traffic overflows to the switched network. The Switched Access Overflow per minute rate is \$0.0950.		

4.70.2 Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Monthly Term Commitment Period or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Monthly Usage Commitment Level multiplied by the number of months remaining in the Monthly Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term agreement signed by the Customer at the initiation of service.

4.70.3 Deficiency Charge

In the event Customer's Actual Monthly Usage does not meet the Minimum Monthly Usage Commitment Level in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Minimum Monthly Usage Commitment Level and the Customer's Actual Monthly Usage Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

SECTION 4. RATES (Cont'd)

4.70 Prime Business Select II Dedicated Special Pricing XXIII, (Cont'd.)

4.70.4 Billing Increments

Each direct-dialed and inbound 800 number call completed will have an initial minimum of six (6) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

4.70.5 Travel Card Per Minute Rates

Customer subscribing to this program will be provided with a travel card that allows them to make calls while away from the home or office. Per minute rates and a per call surcharge apply for Travel Card calls originating and terminating within the State of Ohio.

Per Minute Rate	Per Call Surcharge
\$0.1800	\$0.1000

4.70.6 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

4.70.7 Monthly Recurring Charge \$3.00/per 800/8XX number

4.70.8 Directory Assistance \$1.40/per call charge

SECTION 4. RATES (Cont'd)

4.71 Prime Business Communications Switched Special Pricing I

Prime Business Communications Switched Special Pricing I is an outbound 1+, inbound 800/8XX and calling card telecommunications service offering available only to business customers requiring presubscribed/switched access arrangements. Customers must commit to a 12 month Term Commitment and a Minimum Monthly Usage Level. The Customer's Monthly Usage Level is based on combined intrastate, interstate and international usage.

4.71.1 Per Minute Rates (Outbound and Inbound)

Monthly Term Commitment Period	Minimum Monthly Usage Level	Per Minute Rate
12	\$2,500.00	\$0.0700

4.71.2 Billing Increments

Each direct-dialed call and inbound 800/8XX call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

4.72.3 Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Monthly Term Commitment Period or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Monthly Usage Commitment Level multiplied by the number of months remaining in the Monthly Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term agreement signed by the Customer at the initiation of service.

SECTION 4. RATES (Cont'd)

4.71 Prime Business Communications Switched Special Pricing I, (Cont'd.)

4.71.4 Deficiency Charge

In the event Customer's Actual Monthly Usage does not meet the Minimum Monthly Usage Commitment Level in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Minimum Monthly Usage Commitment Level and the Customer's Actual Monthly Usage Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

4.71.5 Travel Card Per Minute Rates

Customer subscribing to this program will be provided with a travel card that allows them to make calls while away from the home or office. Per minute rates and a per call surcharge apply for Travel Card calls originating and terminating within the State.

Per Minute Rate	Per Call Surcharge
\$0.1800	\$0.1500

4.71.6 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

4.71.7 Monthly Recurring Charge \$3.00 per 800/8XX number

4.71.8 Directory Assistance \$1.40/per call charge

SECTION 4. RATES (Cont'd)

4.72 Prime Business Communications Switched Special Pricing II

Prime Business Communications Switched Special Pricing II is an outbound 1+ , inbound 800/8XX and calling card telecommunications service offering available only to business customers requiring presubscribed/switched access arrangements. Customers must commit to a 12 month Term Commitment and a Minimum Monthly Usage Level. The Customer's Monthly Usage Level is based on combined intrastate, interstate and international usage.

4.72.1 Per Minute Rates (Outbound and Inbound)

Monthly Term Commitment Period	Minimum Monthly Usage Level	Per Minute Rate
12	\$5,000.00	\$0.0700

4.72.2 Billing Increments

Each direct-dialed call and inbound 800/8XX call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

4.72.3 Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Monthly Term Commitment Period or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Monthly Usage Commitment Level multiplied by the number of months remaining in the Monthly Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term agreement signed by the Customer at the initiation of service.

SECTION 4. RATES (Cont'd)

4.72 Prime Business Communications Switched Special Pricing II, (Cont'd.)

4.72.4 Deficiency Charge

In the event Customer's Actual Monthly Usage does not meet the Minimum Monthly Usage Commitment Level in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Minimum Monthly Usage Commitment Level and the Customer's Actual Monthly Usage Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

4.72.5 Travel Card Per Minute Rates

Customer subscribing to this program will be provided with a travel card that allows them to make calls while away from the home or office. Per minute rates and a per call surcharge apply for Travel Card calls originating and terminating within the State.

Per Minute Rate	Per Call Surcharge
\$0.1800	\$0.1500

4.72.6 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

4.72.7 Monthly Recurring Charge \$3.00 per 800/8XX number

4.72.8 Directory Assistance \$1.40/per call charge

SECTION 4. RATES (Cont'd)

4.73 Prime Business Communications Switched Special Pricing III

Prime Business Communications Switched Special Pricing III is an outbound 1+ , inbound 800/8XX and calling card telecommunications service offering available only to business customers requiring presubscribed/switched access arrangements. Customers must commit to a 12 month Term Commitment and a Minimum Monthly Usage Level. The Customer's Monthly Usage Level is based on combined intrastate, interstate and international usage.

4.73.1 Per Minute Rates (Outbound and Inbound)

Monthly Term Commitment Period	Minimum Monthly Usage Level	Per Minute Rate
12	\$7,500.00	\$0.0700

4.73.2 Billing Increments

Each direct-dialed call and inbound 800/8XX call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

4.73.3 Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Monthly Term Commitment Period or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Monthly Usage Commitment Level multiplied by the number of months remaining in the Monthly Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term agreement signed by the Customer at the initiation of service.

SECTION 4. RATES (Cont'd)

4.73 Prime Business Communications Switched Special Pricing III, (Cont'd.)

4.73.4 Deficiency Charge

In the event Customer's Actual Monthly Usage does not meet the Minimum Monthly Usage Commitment Level in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Minimum Monthly Usage Commitment Level and the Customer's Actual Monthly Usage Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

4.73.5 Travel Card Per Minute Rates

Customer subscribing to this program will be provided with a travel card that allows them to make calls while away from the home or office. Per minute rates and a per call surcharge apply for Travel Card calls originating and terminating within the State.

Per Minute Rate	Per Call Surcharge
\$0.1800	\$0.1500

4.73.6 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

4.73.7 Monthly Recurring Charge \$3.00 per 800/8XX number

4.73.8 Directory Assistance \$1.40/per call charge

SECTION 4. RATES (Cont'd)

4.74 Prime Business Communications Dedicated Special Pricing II

Prime Business Communications Dedicated Special Pricing II is an outbound 1+, inbound 800/8XX and calling card telecommunications service offering available only to business customers requiring dedicated access arrangements. Customers must commit to a 12 Month Term Commitment Period and a Minimum Monthly Usage Level of \$10,000.00. The Customer's Monthly Usage Level is based on combined intrastate, interstate and international usage.

4.74.1 Per Minute Rates (Outbound and Inbound)

Monthly Term Commitment Period	Minimum Monthly Usage Level	Per Minute Rate
12	\$10,000.00	\$0.0500
Switched Access Overflow Rate - utilized when dedicated traffic overflows to the switched network. The Switched Access Overflow per minute rate is \$0.0950.		

4.74.2 Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Monthly Term Commitment Period or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Monthly Usage Commitment Level multiplied by the number of months remaining in the Monthly Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term agreement signed by the Customer at the initiation of service.

SECTION 4. RATES (Cont'd)

4.74 Prime Business Communications Dedicated Special Pricing II, (Cont'd.)

4.74.3 Deficiency Charge

In the event Customer's Actual Monthly Usage does not meet the Minimum Monthly Usage Commitment Level in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Minimum Monthly Usage Commitment Level and the Customer's Actual Monthly Usage Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

4.74.4 Billing Increments

Each direct-dialed call and inbound 800/8XX call completed will have an initial minimum of six (6) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

4.74.5 Travel Card Per Minute Rates

Customer subscribing to this program will be provided with a travel card that allows them to make calls while away from the home or office. Per minute rates and a per call surcharge apply for Travel Card calls originating and terminating within the State.

Per Minute Rate	Per Call Surcharge
\$0.1800	\$0.1500

4.74.6 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

4.74.7 Monthly Recurring Charge \$3.00 per 800/8XX number

4.74.8 Directory Assistance \$1.40/per call charge

SECTION 4. RATES (Cont'd)

4.75 Prime Business Communications Dedicated Special Pricing I

Prime Business Communications Dedicated Special Pricing I is an outbound 1+, inbound 800/8XX and calling card telecommunications service offering available only to business customers requiring dedicated access arrangements. Customers must commit to a 12 Month Term Commitment Period and a Minimum Monthly Usage Level of \$7,500.00. The Customer's Monthly Usage Level is based on combined intrastate, interstate and international usage.

4.75.1 Per Minute Rates (Outbound and Inbound)

Monthly Term Commitment Period	Minimum Monthly Usage Level	Per Minute Rate
12	\$7,500.00	\$0.0500
Switched Access Overflow Rate - utilized when dedicated traffic overflows to the switched network. The Switched Access Overflow per minute rate is \$0.0950.		

4.75.2 Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Monthly Term Commitment Period or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Monthly Usage Commitment Level multiplied by the number of months remaining in the Monthly Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term agreement signed by the Customer at the initiation of service.

4.75.3 Deficiency Charge

In the event Customer's Actual Monthly Usage does not meet the Minimum Monthly Usage Commitment Level in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Minimum Monthly Usage Commitment Level and the Customer's Actual Monthly Usage Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

SECTION 4. RATES (Cont'd)

4.75 Prime Business Communications Dedicated Special Pricing I, (Cont'd.)

4.75.4 Billing Increments

Each direct-dialed call and inbound 800/8XX call completed will have an initial minimum of six (6) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

4.75.5 Travel Card Per Minute Rates

Customer subscribing to this program will be provided with a travel card that allows them to make calls while away from the home or office. Per minute rates and a per call surcharge apply for Travel Card calls originating and terminating within the State.

Per Minute Rate	Per Call Surcharge
\$0.1800	\$0.1500

4.75.6 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

4.75.7 Monthly Recurring Charge \$3.00 per 800/8XX number

4.75.8 Directory Assistance \$1.40/per call charge

SECTION 4. RATES (Cont'd)

4.76 Prime Business Select II Dedicated Special Pricing XXXVII

Prime Business Select II Dedicated Special Pricing XXXVII is a dedicated outbound 1+ and inbound 800/8XX telecommunications service offering available only to business customers. Customers must commit to a 12 Month Term Commitment Period and a Minimum Monthly Usage Level of \$50,000.00. The Customer's Monthly Usage Level is based on combined intrastate, interstate and international usage.

4.76.1 Per Minute Rates (Outbound and Inbound)

Monthly Term Commitment Period	Minimum Monthly Usage Level	Per Minute Rate
12	\$50,000.00	\$0.0500
Switched Access Overflow Rate - utilized when dedicated traffic overflows to the switched network. The Switched Access Overflow per minute rate is \$0.0950.		

4.76.2 Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Monthly Term Commitment Period or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Monthly Usage Commitment Level multiplied by the number of months remaining in the Monthly Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term agreement signed by the Customer at the initiation of service.

4.76.3 Deficiency Charge

In the event Customer's Actual Monthly Usage does not meet the Minimum Monthly Usage Commitment Level in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Minimum Monthly Usage Commitment Level and the Customer's Actual Monthly Usage Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

SECTION 4. RATES (Cont'd)

4.76 Prime Business Select II Dedicated Special Pricing XXXVII, (Cont'd.)

4.76.4 Billing Increments

Each direct-dialed call and inbound 800/8XX call completed will have an initial minimum of six (6) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

4.76.5 Monthly Recurring Charge \$3.00 per 800/8XX number

4.76.6 Directory Assistance \$1.40/per call charge

SECTION 4. RATES (Cont'd)

4.77 Prime Business Select II Switched Special Pricing XII

Prime Business Select II Switched Special Pricing XII is an outbound 1+, inbound 800/8XX and travel card telecommunications service offering available only to business customers requiring presubscribed/switched access arrangements. Customers must commit to a 12 Month Term Commitment Period and a Minimum Monthly Usage Level of \$100.00. The Customer's Monthly Usage Level is based on combined intrastate, interstate and international usage.

4.77.1 Per Minute Rates (Outbound and Inbound)

Monthly Term Commitment Period	Minimum Monthly Usage Level	Per Minute Rate
12	\$100.00	\$0.0700

4.77.2 Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Monthly Term Commitment Period or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Monthly Usage Commitment Level multiplied by the number of months remaining in the Monthly Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term agreement signed by the Customer at the initiation of service.

4.77.3 Deficiency Charge

In the event Customer's Actual Monthly Usage does not meet the Minimum Monthly Usage Commitment Level in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Minimum Monthly Usage Commitment Level and the Customer's Actual Monthly Usage Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

SECTION 4. RATES (Cont'd)

4.77 Prime Business Select II Switched Special Pricing XII, (Cont'd.)

4.77.4 Billing Increments

Each direct-dialed call and inbound 800/8XX call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

4.77.5 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rates apply for all travel card calls placed within the State in addition to the per call surcharge listed below.

Per Minute Rate	Per Call Surcharge
\$0.1800	\$0.1000

4.77.6 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

4.77.7 Monthly Recurring Charge \$3.00 per 800/8XX number

4.77.8 Directory Assistance \$1.40/per call charge

SECTION 4 - RATES (Continued)

4.78 Excel Switched Business Services

Excel Switched Business Services offer switched outbound, inbound and travel card telecommunications service offerings to business customers in the State of Ohio. Certain service options may require Customers to commit to a Term Commitment and a minimum Monthly Usage Commitment. Certain rates and charges, including intrastate and interstate toll rates, vary based on the Term Commitment and/or minimum Monthly Usage Commitment selected by the Customer. In addition to the service descriptions and rates below, all terms and conditions of service set forth in the Service Agreement or individual customer contracts apply to the services described herein.

Unless otherwise indicated, an eighteen (18) second minimum will apply to each completed call, and thereafter, Customers will be billed at six (6) second increments.

4.78.1 Monthly Recurring Charges

Customers will be billed the following fees for optional services associated with the Excel Switched Business Services:

Toll Free Number	\$3.00 per month/per number
Verified Account Codes	\$10.00 per month
Non-verified Account Codes	\$5.00 per month
Optional Management Invoice Reports	\$2.00 per month/per report

SECTION 4 - RATES (Continued)

4.78 Excel Switched Business Services (Continued)

4.78.2 Monthly Usage Commitment Levels

In the event Customer's actual Monthly Usage does not meet the Minimum Monthly Usage Commitment Level in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Minimum Monthly Usage Commitment Level and the Customer's Actual Monthly Usage Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. The following Monthly Usage Commitment Levels apply:

<u>Commitment Level</u>	<u>Monthly Usage Minimum</u>
I	\$0.00
II	\$25.00
III	\$50.00
IV	\$75.00
V	\$100.00
VI	\$200.00
VII	\$250.00
VIII	\$500.00
IX	\$750.00
X	\$1,000.00
XI	\$1,500.00

SECTION 4 - RATES (Continued)

4.78 Excel Switched Business Services (Continued)

4.78.3 Service Options – Rates and Charges

a. \$0.0395 Interstate Plan (AGH)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Calling Card Product Availability
12 months	V, VII, VIII, X	\$0.0490	\$0.0540	See Section 4.81.1

b. \$0.0499 Interstate Plan (W99)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Calling Card Product Availability
12 months	VIII, IX, X, XI	\$0.0600	\$0.0600	See Section 4.81.2

c. Savings Plan (W52)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Calling Card Product Availability
12 months	II, III, IV, V, VII, VIII, IX, X, XI	\$0.0600	\$0.0600	See Section 4.81.2

SECTION 4 - RATES (Continued)

4.78 Excel Switched Business Services (Continued)

4.78.3 Service Options – Rates and Charges (Continued)

d. \$0.0625 Interstate Plan (W62)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Calling Card Product Availability
12 months	V, VII, VIII	\$0.0600	\$0.0600	See Section 4.81.2

e. ASTA Platinum Plan (ASP)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Calling Card Product Availability
12 months	I, III	\$0.0650	\$0.0650	See Section 4.81.3

ASTA Platinum Plan is only available to members of the American Society of Travel Agents.

f. ASTA Preview Program (ZB1)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Calling Card Product Availability
12 months	II	\$0.0600	\$0.0600	See Section 4.81.2

ASTA Preview Program is only available to members of the American Society of Travel Agents.

SECTION 4 - RATES (Continued)

4.78 Excel Switched Business Services (Continued)

4.78.3 Service Options – Rates and Charges (Continued)

g. \$0.0475 Interstate Plan (W47)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Calling Card Product Availability
12 months	V, VI, VIII, IX, X, XI	\$0.0600	\$0.0600	See Section 4.81.2

h. Switched Advantage (STG)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Calling Card Product Availability
12 months	III	\$0.0650	\$0.0650	See Section 4.81.3

i. Switched Advantage Plus (ESA)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Calling Card Product Availability
12 months	VI	\$0.0650	\$0.0650	See Section 4.81.3

SECTION 4 - RATES (Continued)

4.78 Excel Switched Business Services (Continued)

4.78.3 Service Options – Rates and Charges (Continued)

j. \$0.0350 Interstate Plan (SI3)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Calling Card Product Availability
12 months	V, VIII, IX, X	\$0.0600	\$0.0600	See Section 4.81.2
24 months	V	\$0.0600	\$0.0600	See Section 4.81.2

k. \$0.0390 Interstate Plan (SI2)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Calling Card Product Availability
12 months	I, VIII, IX, X	\$0.0600	\$0.0600	See Section 4.81.2
24 months	I	\$0.0600	\$0.0600	See Section 4.81.2

l. ePartners Switched Preview Program (W59)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Calling Card Product Availability
6 months	I	\$0.0600	\$0.0600	See Section 4.81.2
12 months	III	\$0.0600	\$0.0600	See Section 4.81.2

SECTION 4 - RATES (Continued)

4.78 Excel Switched Business Services (Continued)

4.78.3 Service Options – Rates and Charges (Continued)

m. ePartners Switched Program (SI3)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Calling Card Product Availability
12 months	V	\$0.0600	\$0.0600	See Section 4.81.2

n. ePartners Switched Program II (SI2)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Calling Card Product Availability
12 months	I	\$0.0600	\$0.0600	See Section 4.81.2

o. \$0.0450 Interstate Plan (W45)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Calling Card Product Availability
12 months	VI, VIII, IX, X, XI	\$0.0600	\$0.0600	See Section 4.81.2

SECTION 4 - RATES (Continued)

4.78 Excel Switched Business Services (Continued)

4.78.3 Service Options – Rates and Charges (Continued)

p. \$0.0475 Interstate Plan (E47)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Calling Card Product Availability
12 months	V	\$0.0600	\$0.0600	See Section 4.81.2

q. \$0.0490 Interstate Plan (W49)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Calling Card Product Availability
12 months	III, V, VII, VIII, IX, X, XI	\$0.0600	\$0.0600	See Section 4.81.2

4.78.4 Other Charges

Payphone Surcharge – A \$0.60 per call charge is applicable to completed calls that originate from any payphone within Ohio and access the Company’s services via 800/888 numbers. This charge is in addition to the tariffed per minute usage rates and any applicable monthly service fees and surcharges associated with utilizing the Company’s service and is unrelated to the specific service accessed from the payphone.

SECTION 4 - RATES (Continued)

4.79 Excel Dedicated Business Services

Excel Dedicated Business Services offer dedicated outbound and inbound telecommunications service offerings to business customers in the State of Ohio. Certain service options may require Customers to commit to a Term Commitment and a minimum Monthly Usage Commitment. Certain rates and charges, including intrastate and interstate toll rates, vary based on the Term Commitment and/or minimum Monthly Usage Commitment selected by the Customer. In addition to the service descriptions and rates below, all terms and conditions of service set forth in the Service Agreement or individual customer contracts apply to the services described herein.

Services are provided over dedicated facilities between the Customer's premises and the Company's terminal location(s). The Company will arrange for the installation of all required connecting facilities via a Local Exchange Carrier or other access provider. The installation and monthly recurring charges for any interface equipment associated with such access that is provided by the Company shall be calculated on an individual case basis, in accordance with the charges assessed by the Local Exchange Carrier or other access provider. In addition, calls will be subject to a Switched Overflow Rate when dedicated traffic overflows to the switched network.

Unless otherwise indicated, an eighteen (18) second minimum will apply to each completed call, and thereafter, Customers will be billed at six (6) second increments.

4.79.1 Monthly Recurring Charges

Customers will be billed the following fees for optional services associated with the Excel Dedicated Business Services:

Toll Free Number	\$1.00 per month/per number
Verified Account Codes	\$10.00 per month
Non-verified Account Codes	\$5.00 per month
Optional Management Invoice Reports	\$2.00 per month/per report

SECTION 4 - RATES (Continued)

4.79 Excel Dedicated Business Services (Continued)

4.79.2 Monthly Usage Commitment Levels

Certain service options require Customers to commit to a minimum Monthly Usage Commitment. In the event Customer's actual Monthly Usage does not meet the Minimum Monthly Usage Commitment Level in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Minimum Monthly Usage Commitment Level and the Customer's Actual Monthly Usage Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. The following Monthly Usage Commitment Levels apply:

<u>Commitment Level</u>	<u>Monthly Usage Minimum</u>
I	\$0.00
II	\$1,000.00
III	\$1,500.00
IV	\$2,500.00
V	\$5,000.00
VI	\$10,000.00
VII	\$15,000.00
VIII	\$20,000.00
IX	\$7,500.00

SECTION 4 - RATES (Continued)

4.79 Excel Dedicated Business Services (Continued)

4.79.3 Service Options – Rates and Charges

a. \$0.0250 Interstate Plan (DI3)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Switched Overflow Per Minute Rate	Calling Card Product Availability
12 months	IV, V	\$0.0280	\$0.0250	\$0.0445	See Section 4.81.2
36 months	I	\$0.0280	\$0.0250	\$0.0445	See Section 4.81.2

b. \$0.0220 Interstate Plan (DI4)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Switched Overflow Per Minute Rate	Calling Card Product Availability
12 months	II, IV, V	\$0.0245	\$0.0225	\$0.0445	See Section 4.81.2
24 months	II	\$0.0245	\$0.0225	\$0.0445	See Section 4.81.2
36 months	II	\$0.0245	\$0.0225	\$0.0445	See Section 4.81.2

SECTION 4 - RATES (Continued)

4.79 Excel Dedicated Business Services (Continued)

4.79.3 Service Options – Rates and Charges (Continued)

c. \$0.0199 Interstate Plan (DI5)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Switched Overflow Per Minute Rate	Calling Card Product Availability
12 months	III, IV, V IX	\$0.0225	\$0.0215	\$0.0445	See Section 4.81.2
24 months	III	\$0.0225	\$0.0215	\$0.0445	See Section 4.81.2
36 months	III	\$0.0225	\$0.0215	\$0.0445	See Section 4.81.2

d. Dedicated Freedom Plan (DFP)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Switched Overflow Per Minute Rate	Calling Card Product Availability
12 months	I	\$0.0400	\$0.0400	\$0.0600	See Section 4.81.2

SECTION 4 - RATES (Continued)

4.79 Excel Dedicated Business Services (Continued)

4.79.3 Service Options – Rates and Charges (Continued)

e. Dedicated Preview Program (DDP)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Switched Overflow Per Minute Rate	Calling Card Product Availability
6 months	I	\$0.0400	\$0.0400	\$0.0600	See Section 4.81.2
12 months	V, VI, VIII	\$0.0400	\$0.0400	\$0.0600	See Section 4.81.2

f. Dedicated Premier Program (DP1)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Switched Overflow Per Minute Rate	Calling Card Product Availability
12 months	II, V, VI, VIII	\$0.0400	\$0.0400	\$0.0600	See Section 4.81.2

SECTION 4 - RATES (Continued)

4.79 Excel Dedicated Business Services (Continued)

4.79.3 Service Options – Rates and Charges (Continued)

g. ePartners \$0.0250 Interstate Plan (DI3)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Switched Overflow Per Minute Rate	Calling Card Product Availability
12 months	I, II, III	\$0.0280	\$0.0250	\$0.0445	See Section 4.81.2
24 months	I, II, III	\$0.0280	\$0.0250	\$0.0445	See Section 4.81.2
36 months	I, II, III	\$0.0280	\$0.0250	\$0.0445	See Section 4.81.2

h. ePartners \$0.0220 Interstate Plan (DI4)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Switched Overflow Per Minute Rate	Calling Card Product Availability
12 months	I, II, III	\$0.0245	\$0.0225	\$0.0445	See Section 4.81.2
24 months	I, II, III	\$0.0245	\$0.0225	\$0.0445	See Section 4.81.2
36 months	I, II, III	\$0.0245	\$0.0225	\$0.0445	See Section 4.81.2

SECTION 4 - RATES (Continued)

4.79 Excel Dedicated Business Services (Continued)

4.79.3 Service Options – Rates and Charges (Continued)

i. ePartners \$0.0199 Interstate Plan (DI5)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Switched Overflow Per Minute Rate	Calling Card Product Availability
12 months	I, II, III	\$0.0225	\$0.0215	\$0.0445	See Section 4.81.2
24 months	I, II, III	\$0.0225	\$0.0215	\$0.0445	See Section 4.81.2
36 months	I, II, III	\$0.0225	\$0.0215	\$0.0445	See Section 4.81.2

j. ePartners Dedicated Preview Program (EPA)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Switched Overflow Per Minute Rate	Calling Card Product Availability
6 months	I	\$0.0400	\$0.0400	\$0.0600	See Section 4.81.2
12 months	IV, V, VI	\$0.0400	\$0.0400	\$0.0600	See Section 4.81.2

SECTION 4 - RATES (Continued)

4.79 Excel Dedicated Business Services (Continued)

4.79.3 Service Options – Rates and Charges (Continued)

k. ASTA Dedicated Preview Program (ZA1)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Switched Overflow Per Minute Rate	Calling Card Product Availability
6 months	I	\$0.0400	\$0.0400	\$0.0600	See Section 4.81.2
12 months	V, VI, VII	\$0.0400	\$0.0400	\$0.0600	See Section 4.81.2

ASTA Dedicated Preview Program is only available to members of the American Society of Travel Agents.

4.79.4 Other Charges

Payphone Surcharge – A \$0.60 per call charge is applicable to completed calls that originate from any payphone within Ohio and access the Company’s services via 800/888 numbers. This charge is in addition to the tariffed per minute usage rates and any applicable monthly service fees and surcharges associated with utilizing the Company’s service and is unrelated to the specific service accessed from the payphone.

SECTION 4 - RATES (Continued)

4.80 Audioconferencing Service

Audioconferencing Service allows a Customer to hold conversations and/or meetings with two (2) or more other involved parties. Customers of this service are able to establish simultaneous telephone contact with multiple callers by each of the involved parties dialing an access number predetermined by the Company. Toll Meet Me rates apply when the Customer accesses the conference using a standard toll call. 800 Meet Me rates apply when the Customer accesses the conference using a toll-free access number. Operator-Dialed rates apply to Operator Attended calls when the Conference Coordinator dials out to each participant to connect the conference.

A sixty (60) second minimum will apply to each call, and thereafter, Customers will be billed at sixty (60) second increments. The per minute rates set forth herein apply to each participant accessing Audioconferencing Service

The following Audioconferencing Service options are available:

4.80.1 Operator Attended

Operator Attended Audioconferencing Service is initiated when the host dials into the conference operator. A Conference Coordinator assembles the audioconference, ensuring that all invited participants are connected to the call and providing other support during the call. Operator Attended conferences must be scheduled in advance, and a cancellation charge applies if cancellation occurs on less than twenty-four (24) hours notice.

<u>Switched Access Rates</u>	<u>Per Minute Rate</u>
Toll Meet Me	\$0.25
800 Meet Me	\$0.36
Operator-Dialed	\$0.36

<u>Dedicated Access Rates</u>	<u>Per Minute Rate</u>
Toll Meet Me	\$0.23
800 Meet Me	\$0.34
Operator-Dialed	\$0.34

SECTION 4 - RATES (Continued)

4.80 Audioconferencing Service (Continued)

4.80.2 Quick Call

Quick Call Audioconferencing Service is initiated when each participant dials directly into the conference by using a predetermined access number and passcode. A Conference Coordinator is available to provide support during the call. Quick Call conferences must be scheduled in advance, and a cancellation charge applies if cancellation occurs on less than twenty-four (24) hours notice.

<u>Switched Access Rates</u>	<u>Per Minute Rate</u>
Toll Meet Me	\$0.18
800 Meet Me	\$0.29

<u>Dedicated Access Rates</u>	<u>Per Minute Rate</u>
Toll Meet Me	\$0.16
800 Meet Me	\$0.27

4.80.3 Conference On-Demand

Conference On-Demand Audioconferencing Service provides instant, on-demand conferencing capability for up to fifty (50) participants. No reservations or Conference Coordinators are required for Conference On-Demand calls.

<u>Switched Access Rates</u>	<u>Per Minute Rate</u>
Toll Meet Me	\$0.18
800 Meet Me	\$0.29

<u>Dedicated Access Rates</u>	<u>Per Minute Rate</u>
Toll Meet Me	\$0.16
800 Meet Me	\$0.27

SECTION 4 - RATES (Continued)

4.80 Audioconferencing Service (Continued)

4.80.4 Other Charges

Cancellation Charge – A cancellation charge of \$100.00 applies to each reservation if not cancelled twenty-four (24) hours prior to the scheduled conference.

Overbooking Charge – An overbooking charge of \$5.00 per port applies to each unused port on a conference bridge.

SECTION 4 - RATES (Continued)

4.81 Calling Card Service

Calling Card Service permits Customers to make calls from any non-rotary dialed telephone within Ohio to any other location by dialing 1 + 8XX + XXX + XXXX, receiving a prompting tone, then dialing in the Customer's personal identification number (PIN) assigned by the Company followed by the telephone number of the called party.

Eligibility for Calling Card Programs is determined by the long distance calling option selected by the Customer. Calling card calls placed from a public pay telephone are subject to an additional per-call surcharge. Rates and charges for the Company's Calling Card Services are set forth below.

4.81.1 Calling Card Program A (YBL)

Customers of Calling Card Program A will be billed at the following rates and charges:

Intrastate per minute rate	\$0.1000
Payphone surcharge per call	\$0.6000

A thirty (30) second minimum will apply to each completed call, and thereafter, Customers will be billed at six (6) second increments.

SECTION 4 - RATES (Continued)

4.81 Calling Card Service (Continued)

4.81.2 Calling Card Program B (Y08)

Customers of Calling Card Program B will be billed at the following rates and charges:

Intrastate per minute rate	\$0.1500
Payphone surcharge per call	\$0.6000

A thirty (30) second minimum will apply to each completed call, and thereafter, Customers shall be billed at six (6) second increments.

4.81.3 Calling Card Program C (Y18)

Customers of Calling Card Program C will be billed at the following rates and charges:

Intrastate per minute rate	\$0.1800
Payphone surcharge per call	\$0.6000

A thirty (30) second minimum will apply to each completed call, and thereafter, Customers will be billed at six (6) second increments.

SECTION 4 - RATES (Continued)

4.82 \$.0299 Switched Product

\$.0299 Switched Product is available to business Customers who meet the Company's credit approval guidelines and are served by the following incumbent local exchange companies, Verizon and AT&T. Customers of this service must sign a customer acceptance form with the Company which requires a \$100 minimum monthly usage commitment and a 12-month term commitment. Notice of the contract's expiration will be sent to the customer between 45 and 90 days prior to the end of said agreement's expiration or the date certain by which the Customer would need to contact the Company to terminate the service. \$.0299 Switched Product rates apply to direct dial, toll free (800/8XX) and calling card calls. A monthly recurring charge may also apply to certain features as noted below.

Account Codes are available under the \$.0299 Switched Product to assist Customers in managing and tracking their long distance usage. Customers may select validated account codes which are specific, pre-defined combinations of digits registered with Company's switch database, and only those pre-defined codes can be used to complete a call, or Customers may select non-validated codes of a specific length and any code of that specific length can be used to complete a call.

4.82.1 Per Minute Rates

Customers of the \$.0299 Switched Product will be billed at the following per minute usage rate regardless of mileage and/or time of day:

Direct-Dial Outbound	-	\$.0390
Inbound 800/8XX	-	\$.0390

An (eighteen) 18 second minimum will apply to each completed direct-dial outbound call, and thereafter, Customers will be billed in 6 second increments. A thirty (30) second minimum will apply to each inbound 800/8XX completed call, and thereafter, Customers will be billed in 6 second increments.

SECTION 4 - RATES (Continued)

4.82 \$.0299 Switched Product (Continued)

4.82.2 Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Term Commitment Period or in the event that the Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Customer's Monthly Revenue Commitment multiplied by the number of months remaining in the Term Commitment Period less any amount saved in administrative expenses by not servicing the customer for the full term. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term contract signed by the Customer at the initiation of service.

Inclusion of early termination liability by the company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise

4.82.3 Deficiency Charge

In the event Customer's Monthly Revenue Level does not meet the Monthly Revenue Commitment in any invoice period during the Term Commitment Period, for that invoice period Customer will pay a Deficiency Charge which is equal to the difference between the Monthly Revenue Commitment and the actual Monthly Revenue Level. The Deficiency Charge will be due at the same time payment is due for service provided to the Customer.

4.82.4 Calling Card

Customers of the \$.0299 Switched Product will be billed at the following rate for calling card calls:

Per minute rate: \$0.1200

A thirty (30) second minimum will apply to each completed calling card call, and thereafter, Customers will be billed at six (6) second increments.

SECTION 4 - RATES (Continued)

4.82 \$.0299 Switched Product (Continued)

4.82.5 Non-Recurring and Monthly Recurring Charges

Customers will be billed the following fees for optional services:

Toll Free Numbers (800/888)	\$ 1.00 per month, per number
Establish New Toll-Free Number	\$ 5.00 per number
Non-Verified Account Codes	\$ 5.00 per month, per code
Verified Account Codes	\$10.00 per month, per code
Optional Management Invoice Reports	
Paper	\$ 2.00 per month, per report
Electronic	\$10.00 per month, per report
4.82.6 <u>Directory Assistance</u>	\$ 1.40 per call

SECTION 4 - RATES (Continued)

4.83 Affinity Switched Program

(N)

Excel's Affinity Switched Program is intended for business Customers, who meet the Company's credit approval guidelines, for calling within the State of Ohio. This program is promoted and sold only through designated agents and dealers of Excel. Customers access Excel via Equal Access FGD circuits and/or other Switched Access Services. In order to receive the Affinity Switched Program usage rates, the Customer must be entered into the Excel billing database prior to utilizing this program. Calls are routed over Carrier's transmission and switching facilities to any valid NPA-NXX. Rates and charges for Excel's Affinity Switched Program are set forth in Section 4.83.1 following. Calls are rated based on call duration. Affinity Switched Program rates apply to direct dial, toll free (800/8XX) and calling card calls. A monthly recurring charge will also apply.

Account Codes are available under the Affinity Switched Program to assist Customers in managing and tracking their long distance usage. Customers may select validated account codes which are specific, pre-defined combinations of digits registered with Company's switch database, and only those pre-defined codes can be used to complete a call, or Customers may select non-validated codes of a specific length and any code of that specific length can be used to complete a call.

4.83.1 Per Minute Rates

Customers of the Affinity Switched Program will be billed at the following per minute usage rate regardless of mileage and/or time of day:

Direct-Dial Outbound	\$.0600
Inbound 800/8XX	\$.0600

An eighteen (18) second minimum will apply to each completed direct-dial outbound and inbound 800/8XX call, and thereafter, Customers will be billed in six (6) second increments.

4.83.2 Calling Card

Customers of the Affinity Switched Program will be billed at the following rate for calling card calls:

Per minute rate:	\$.1500
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A thirty (30) second minimum will apply to each completed calling card call, and thereafter, Customers will be billed in six (6) second increments.

(N)

SECTION 4 - RATES (Continued)

4.83 Affinity Switched Program (Continued)

(N)

4.83.3 Monthly Recurring and Non-Recurring Charges

Affinity Switched Program Monthly Recurring Charge \$2.95

Customers will be billed the following fees for optional services:

Toll Free Numbers (800/888)	\$ 1.00 per month, per number
Establish New Toll-Free Number	\$ 5.00 per number
Non-Verified Account Codes:	\$ 5.00 per month, per code
Verified Account Codes:	\$10.00 per month, per code
Optional Management Invoice Reports	
Paper	\$ 2.00 per month, per report
Electronic	\$10.00 per month, per report

4.83.4 Directory Assistance

\$ 1.40 per call

(N)

SECTION 4 - RATES (Continued)

4.84 Affinity Dedicated Program

(N)

Excel's Affinity Dedicated Program is intended for business Customers, who meet the Company's credit approval guidelines, for calling within the State of Ohio. This program is promoted and sold only through designated agents and dealers of Excel.

Affinity Dedicated Program is a dedicated telecommunications service offering inbound, outbound and travel card services to business customers only. Dedicated facilities between the Customer's premises and the Company's terminal location(s) are required and will be at the Customer's expense. At the customer's request, the Company will install or arrange for the installation of all required connecting facilities via a Local Exchange Carrier or other access provider. The installation and monthly recurring charges for any interface equipment associated with such access that is provided by the Company shall be calculated on an individual case basis, in accordance with the charges assessed by the Local Exchange Carrier or other access provider. Service orders are subject to network availability.

Customers subscribing to this service must commit to a minimum term of 12 months and a Monthly Usage Commitment of \$750 per full invoice period. Notice of the contract's expiration will be sent to the customer between 45 and 90 days prior to the end of said agreement's expiration or the date certain by which the Customer would need to contact the Company to terminate the service. In the event a Customer terminates service with the Company prior to the end of the 12-month Term Commitment Period, or in the event that the Company terminates service based on the Customer's default, the Customer will be responsible for paying a Termination Charge equal to the Customer's Monthly Usage Commitment Option, multiplied by the number of months remaining in the Customer's agreed 12-month Term Commitment period less any amount saved in administrative expenses by not servicing the customer for the full term. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term contract signed by the Customer at the initiation of service.

Inclusion of early termination liability by the company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

(N)

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Senior Director, Regulatory Affairs
433 East Las Colinas Boulevard, Suite 1300
Irving, Texas 75039
(972) 910-1900

SECTION 4 - RATES (Continued)

4.84 Affinity Dedicated Program (Continued)

(N)

In the event Customer's Monthly Revenue Level does not meet the Monthly Revenue Commitment selected by the Customer in any full invoice period during the Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Monthly Revenue Commitment and the actual Monthly Revenue Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

Rates and charges for Excel's Affinity Dedicated Program are set forth in Section 4.84.1 following. Calls are rated based on call duration. Affinity Dedicated Program rates apply to direct dial, toll free (800/8XX) and calling card calls.

Account Codes are available under the Affinity Dedicated Program to assist Customers in managing and tracking their long distance usage. Customers may select validated account codes which are specific, pre-defined combinations of digits registered within Company's database, and only those pre-defined codes can be used to complete a call, or Customers may select non-validated codes of a specific length and any code of that specific length can be used to complete a call.

(N)

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(972) 910-1900

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SECTION 4 - RATES (Continued)

4.84 Affinity Dedicated Program (Continued)

(N)

4.84.1 Per Minute Rates

Customers of the Affinity Dedicated Program will be billed at the following per minute usage rate regardless of mileage and/or time of day:

Direct-Dial Outbound	\$.0215
Inbound 800/8XX	\$.0225

A six (6) second minimum will apply to each completed direct-dial outbound and inbound 800/8XX call, and thereafter, Customers will be billed in six (6) second increments.

4.84.2 Calling Card

Customers of the Affinity Dedicated Program will be billed at the following rate for calling card calls:

Per minute rate:	\$.1500
------------------	---------

A thirty (30) second minimum will apply to each completed calling card call, and thereafter, Customers will be billed in six (6) second increments

4.84.3 Recurring and Non-Recurring Charges

Customers will be billed the following fees for optional services:

Toll Free Numbers (800/888)	\$ 1.00 per month, per number
Establish New Toll-Free Number	\$ 5.00 per number
Non-Verified Account Codes:	\$ 5.00 per month, per code
Verified Account Codes:	\$10.00 per month, per code
Optional Management Invoice Reports	
Paper	\$ 2.00 per month, per report
Electronic	\$10.00 per month, per report

4.84.4 Directory Assistance

\$ 1.40 per call

(N)

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Senior Director, Regulatory Affairs
433 East Las Colinas Boulevard, Suite 1300
Irving, Texas 75039
(972) 910-1900

SECTION 5. CONTRACT SERVICES

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms unless otherwise indicated.

SECTION 5. CONTRACT SERVICES (Cont'd)

5.1 Carrier Intrastate Domestic Termination Service

Carrier Intrastate Domestic Termination Service is available only to Other Certificated Carriers ("OCC") who wish to utilize the Excel network to terminate intrastate traffic. The OCC must meet certain Company specified credit evaluations in order to purchase this service offering. In addition, the OCC must have obtained the required operating authority. The OCC must have use of their own Primary Interexchange Carrier Code. OCCs who qualify for this service will receive call termination at the rates specified below. Rates are based upon the LATA and the LEC to which the call terminates, as well as the Customer's Monthly Minimum Minutes of Use Commitment.

Traffic provided under this service offering must meet the following specifications:

- 5.1.1 A minimum of 80% of the OCC's total minutes of use which terminate on the Excel network under this service offering must be during the times of 8:00 AM to but not including, 5:00 PM Monday through Friday. If the minutes of use terminating during this time frame drops below the 80% threshold, Excel reserves the right to discontinue the service upon written notice to the OCC or rate intrastate domestic minutes at \$0.065 per minute.
- 5.1.2 Calls will be billed in six (6) second increments after an initial calling period of six (6) seconds. Any fraction or portion of a call thereafter will be rounded up to the next highest billing increment.
- 5.1.3 In addition to the appropriate LATA termination rate specified in Section 5.1.4(A), a surcharge of \$0.02 per minute will be charged for all calls terminating to non Ohio Bell, Cincinnati Bell, GTE, AllTel, and United exchanges.

SECTION 5. CONTRACT SERVICES (Cont'd)

5.1 Carrier Intrastate Domestic Termination Service (Cont'd)

5.1.4 Rate Level Definitions:

Per Minute Termination Rates listed below are available in four (4) different Rate Levels, determined by the Customer's Monthly Minimum Minutes of Use Commitment. A Customer's domestic interstate, intrastate, and international minutes of use under this service offering will be counted toward the Monthly Minimum Minutes of Usage Commitment. At the Company's sole discretion, minutes of use under other Company service offerings, term commitments, revenue commitments, ramp-up periods, or other criteria may be used in combination with minutes of use in order to determine whether or not a Customer is eligible for a particular Rate Level.

(A) Per Minute Rates - Cincinnati Bell Service Areas:

Rate Level	Monthly Minutes Commitment Level	Per Minute Rate
1	Less than 1,000,000 minutes per month	\$0.0475
2	1,000,000 to 4,999,999 minutes per month	\$0.0455
3	5,000,000 to 9,999,999 minutes per month	\$0.0440
4	Greater than 10,000,000 minutes per month	\$0.0425

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SECTION 5. CONTRACT SERVICES (Cont'd)

5.1 Carrier Intrastate Domestic Termination Service (Cont'd)

5.1.4 Rate Level Definitions:

(A) Per Minute Rates - All Other Service Areas

Rate Level	Monthly Minutes Commitment Level	Per Minute Rate
1	Less than 1,000,000 minutes per month	\$0.0375
2	1,000,000 to 4,999,999 minutes per month	\$0.0355
3	5,000,000 to 9,999,999 minutes per month	\$0.0340
4	Greater than 10,000,000 minutes per month	\$0.0325

5.1.5 Directory Assistance Rate

<u>Rate Level</u>	<u>Per Call Charge</u>
1	\$0.44
2	\$0.42
3	\$0.40
4	\$0.38

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SECTION 5. CONTRACT SERVICES (Cont'd)

5.2 CIC Association II Service

CIC Association II Service available only to Other Certificated Carriers (“OCC”). The OCC must meet certain Company specified credit evaluations in order to purchase this service offering. In addition, the OCC must have obtained the required reporting authority. The OCC must have use of their own Primary Interexchange Carrier Code. OCCs subscribing to this service offering must pay for their own originating access service. Company may also, at its sole discretion, require that subscribers to this service offering have an existing billing or data processing arrangement with the Company. OCCs who qualify for this service will receive call termination at the rates specified below. Rates are based upon the LATA and the LEC to which the call terminates, as well as the Customer’s Monthly Minimum Minutes of Use Commitment.

Traffic provided under this service offering must meet the following specifications:

- 5.2.1 A minimum of 80% of the OCCs total minutes of use which terminates on the Excel network under this service offering must be during the times of 8:00 AM to but not including, 5:00 PM Monday through Friday. If the minutes of use terminating during this time frame drops below the 80% threshold, Excel reserves the right to discontinue the service upon written notice to the OCC or rate intrastate minutes at \$0.065 per minute.
- 5.2.2 Calls will be billed in six (6) second increments after an initial calling period of six (6) seconds. Any fraction or portion of a call thereafter will be rounded up to the next highest billing increment.

SECTION 5. CONTRACT SERVICES (Cont'd)

5.2 CIC Association II Service

5.2.3 In addition to the appropriate LATA termination rate specified in Section 5.2.4(A), a surcharge of \$0.02 per minute will be charged for all calls terminating to all non Ohio Bell, Cincinnati Bell, GTE, AllTel, and United exchanges.

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SECTION 5. CONTRACT SERVICES (Cont'd)

5.2 CIC Association Service II, (Cont'd.)

5.2.4 Rate Level Definitions:

Per Minute Termination Rates listed below are available in four (4) .

(A) Per Minute Rates - Cincinnati Bell Service Areas:

Rate Level	Monthly Minutes Commitment Level	Per Minute Rate
1	Less than 1,000,000 minutes per month	\$0.0475
2	1,000,000 to 4,999,999 minutes per month	\$0.0455
3	5,000,000 to 9,999,999 minutes per month	\$0.0440
4	Greater than 10,000,000 minutes per month	\$0.0425

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SECTION 5. CONTRACT SERVICES (Cont'd)

5.2 CIC Association Service II (Cont'd)

5.2.4 Rate Level Definitions (Cont'd)

(A) Per Minute Rates - All Other Service Areas

Rate Level	Monthly Minutes Commitment Level	Per Minute Rate
1	Less than 1,000,000 minutes per month	\$0.0375
2	1,000,000 to 4,999,999 minutes per month	\$0.0355
3	5,000,000 to 9,999,999 minutes per month	\$0.0340
4	Greater than 10,000,000 minutes per month	\$0.0325

5.2.5 Directory Assistance Rate:

<u>Rate Level</u>	<u>Per Call Charge</u>
1	\$0.44
2	\$0.42
3	\$0.40
4	\$0.38

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SECTION 5. CONTRACT SERVICES (Cont'd)

5.3 Carrier 800 Origination - Dedicated

Carrier 800 Origination Dedicated Service is available only to Other Certificated Carriers ("OCC"). The OCC must meet certain Company specified credit evaluations in order to purchase this service offering. In addition, the OCC must have obtained the required operating authority. The OCC must have use of their own Primary Interexchange Carrier Code. Company may also, at its sole discretion, require that subscribers to this service offering have an existing billing or data processing arrangement with the Company. OCCs who qualify for this service will receive 800 origination at the rates specified below. Rates are based upon the LATA and the LEC from which the call originates, as well as the Customer's Monthly Minimum Minutes of Use Commitment. OCCs must also pay for facility installation and monthly recurring dedicated access fees which will be determined on an individual case basis.

Traffic provided under this service offering must meet the following specifications:

- 5.3.1 A minimum of 80% of the OCCs total minutes of use must originate on the Company's network under this service offering and must be during the times of 8:00 AM up to but not including, 5:00 PM Monday through Friday. If the minute of use terminating during this time frame drops below the 80% threshold, Excel reserves the right to discontinue the service upon written notice to the OCC or rate intrastate minutes at 0.065 per minute.
- 5.3.2 Calls will be billed in initial and additional six (6) second increments. Any fraction or portion of a call thereafter, will be rounded up to the next highest billing increment.

SECTION 5. CONTRACT SERVICES (Cont'd)

5.3 Carrier 800 Origination - Dedicated

5.3.3 In addition to the appropriate LATA origination rate specified in Section 5.3.4(A), a surcharge of \$0.02 per minute will be charged for all calls originating from non Ohio Bell, Cincinnati Bell, GTE, AllTel, and United exchanges.

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SECTION 5. CONTRACT SERVICES (Cont'd)

5.3 Carrier 800 Origination - Dedicated (Cont'd.)

5.3.4 Rate Level Definitions

Per Minute Origination Rates listed below are available in four (4) different Rate Levels, determined by the Customer's Monthly Minimum Minutes of Use Commitment. A Customer's domestic interstate, intrastate, and international minutes of use under this service offering will be counted toward the Monthly Minimum Minutes of Usage Commitment. At the Company's sole discretion, minutes of use under other Company service offerings, term commitments, revenue commitments, ramp-up periods, or other criteria may be used in combination with minutes of use in order to determine whether or not a Customer is eligible for a particular Rate Level.

(A) Per Minute Rates - Cincinnati Bell Service Areas:

Rate Level	Monthly Minutes Commitment Level	Per Minute Rate
1	Less than 1,000,000 minutes per month	\$0.0475
2	1,000,000 to 4,999,999 minutes per month	\$0.0480
3	5,000,000 to 9,999,999 minutes per month	\$0.0465
4	Greater than 10,000,000 minutes per month	\$0.0450

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SECTION 5. CONTRACT SERVICES (Cont'd)

5.3 Carrier 800 Origination - Dedicated (Cont'd.)

5.3.4 Rate Level Definitions (Cont'd)

(A) Per Minute Rates - All Other Service Areas:

Rate Level	Monthly Minutes Commitment Level	Per Minute Rate
1	Less than 1,000,000 minutes per month	\$0.0650
2	1,000,000 to 4,999,999 minutes per month	\$0.0630
3	5,000,000 to 9,999,999 minutes per month	\$0.0615
4	Greater than 10,000,000 minutes per month	\$0.0600

5.3.5 Directory Assistance Rate:

<u>Rate Level</u>	<u>Per Call Charge</u>
1	\$0.44
2	\$0.42
3	\$0.40
4	\$0.38

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SECTION 5. CONTRACT SERVICES (Cont'd)

5.4 Switchless 1+ and Toll Free Resale Service

Switchless 1+ and Toll Free Resale Service is available only to Other Certificated Carriers ("OCC") who wish to utilize the Excel network to originate, switch, and terminate domestic traffic. The OCC must meet certain Company specified credit evaluations in order to purchase this service offering. In addition, the OCC must have obtained the required operating authority. The OCC must have use of their own Primary Interexchange Carrier Code. The Company may also, at its sole discretion, require that subscribers to this service offering have an existing billing or data processing arrangement with the Company.

OCCs who qualify for this service will receive the rates specified below. Rates are based upon the LATA and the LEC from which the call originates and to which the call terminates, as well as the Customer's Monthly Minimum Revenue Commitment. Orders for service will only be accepted from OCCs for provision of service to Customers residing in areas served by Ohio Bell, Cincinnati Bell, GTE, AllTel, and United exchanges.

Calls will be billed in six (6) second increments after an initial calling period of eighteen (18) seconds. Any fraction or portion of a call thereafter will be rounded up to the next highest billing increment.

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SECTION 5. CONTRACT SERVICES (Cont'd)

5.4 Switchless 1+ and Toll Free Resale Service (Cont'd.)

5.4.1 Per Minute Rates

Customers will be charged the rate specified below for all rate levels (1-4).

(A) Per Minute Rates:

Rate Level	Monthly Revenue Commitment Level	Per Minute Rate
1	Less than 100,000 monthly billing	\$0.0600
2	\$100,000 to \$249,999 in monthly billing	\$0.0600
3	\$250,000 to \$499,999 in monthly billing	\$0.0600
4	\$500,000 to \$749,999 in monthly billing	\$0.0600
5	\$750,000 + in monthly billing	\$0.0600

5.4.2 Directory Assistance Rate:

Per call charge: \$0.55

5.4.3 Toll-Free Number Monthly Recurring Fees:

The OCCs will pay no monthly recurring fees for the first ten (10) toll-free numbers which they reserve or install using the Company as the designated Responsible Organization. For each additional number in excess of ten (10), a \$1.00 monthly recurring fee is charged.

SECTION 5. CONTRACT SERVICES (Cont'd)

5.5 Switchless 1+ Dedicated and Toll Free Resale Service

Switchless 1+ Dedicated and Toll Free Resale Service is available only to Other Certificated Carriers ("OCC") who wish to utilize the Company's network to originate, switch, and terminate traffic. OCC must meet certain Company specified credit evaluations in order to purchase this service offering. In addition, OCC must have obtained required operating authority in the states in which they conduct business and file tariffs, when required by law, with a state or federal authority. Company may also, at its sole discretion, require that subscribers to this service offering have an existing billing or data processing arrangement with the Company.

OCCs who qualify for this service will receive the rates specified below. Rates are based upon the LATA and the LEC from which the call originates and to which the call terminates, if applicable, as well as the Customer's Monthly Minimum Revenue Commitment. Orders for service will only be accepted from OCCs for provision of service to Customers residing in areas served by Ohio Bell, Cincinnati Bell, AllTel, GTE, and United Telephone.

5.5.1 Calls will be billed in six (6) second increments after an initial calling period of eighteen (18) seconds. Any fraction or portion of a call thereafter, will be rounded up to the next highest billing increment.

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SECTION 5. CONTRACT SERVICES (Cont'd)

5.5 Switchless 1+ Dedicated and Toll Free Resale Service (Cont'd)

5.5.2 Rate Level Definitions:

Per Minute Rates are available in four (4) different Rate Levels, determined by the Customer's Monthly Minimum Revenue Commitment. A Customer's 1+ and toll-free domestic interstate, intrastate, and international revenue under this service offering will be counted toward the Monthly Minimum Revenue Commitment. At the Company's sole discretion, revenue under other Company Service offerings, term commitments, minutes of use commitments, ramp-up periods, or other criteria may be used in combination with revenue in order to determine whether or not a Customer is eligible for a particular Rate Level.

(A) Per Minute Rates:

Rate Level	Monthly Commitment Level	Per Minute Rate
1	Less than \$100,000 in monthly billing	\$0.0590
2	\$100,000 to \$249,999 in monthly billing	\$0.0560
3	\$250,000 to \$499,999 in monthly billing	\$0.0530
4	\$500,000 + in monthly billing	\$0.0500

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SECTION 5. CONTRACT SERVICES (Cont'd)

5.5 Switchless 1+ Dedicated and Toll Free Resale Service (Cont'd)

5.5.3 A \$0.0125 surcharge is applied for all non-peak minutes above 20% (Sunday through Friday, 7 p.m. - 9 p.m.). In addition, a \$0.02 per minute charge will apply for all 1+ calls terminating to and all toll-free calls originating from the Local Exchange Carrier's Operator Carrier Number "OCN" other than Ohio Bell OCN's 9300, 9321, 9323, 9325, 9327, and 9329.

5.5.4 Directory Assistance Rate:

Per call charge: \$0.75

5.5.5 Toll-Free Number Monthly Recurring Fees:

OCCs will pay no monthly recurring fees for the first ten (10) toll-free numbers which they reserve or install using the Company as the designated Responsible Organization. For each additional number in excess of ten (10), a \$1.00 monthly recurring fee is charged.

SECTION 5. CONTRACT SERVICES (Cont'd)

5.6 Global-Tel Long Distance Service

Global-Tel Long Distance is an outbound service offered to business Customers that presubscribe to the Company's service through specific authorized sales agents of the Company. Calls will be billed in six (6) second increments after an initial calling period of eighteen (18) seconds. Any fractional portion of a call thereafter will be rounded up to the next highest billing increment.

5.6.1 Direct Dial Rates:

Rate Per Minute: \$0.1100

5.6.2 Global-Tel Long Distance -Toll Free

Global-Tel Long Distance Toll-Free service is an inbound calling service utilizing switched access facilities. This service permits the Customer to receive incoming calls from all locations within the state. With Global-Tel Toll-Free service, the Customer is charged for the call, not the calling party. Calls are billed in six (6) second increments after an initial calling period of eighteen (18) seconds. Any fraction or portion of a call thereafter, will be rounded up to the next highest billing increment.

(A) Per Minute Rate: \$0.1100

5.6.3 Travel Card Services

(A) Per Minute Rate: \$0.1990

SECTION 5. CONTRACT SERVICES (Cont'd)

5.7 Master Dealer Program

The Master Dealer program is available to business customers through an authorized agent of the Company. Calls are originated from presubscribed locations. This service permits the Customers to make direct dial calls from locations within the state. Calls are billed in (6) six second increments with a minimum calling period of (18) eighteen seconds. Any fraction or portion of a call thereafter will be round up to the next highest billing increment.

Rates specified below apply to direct dial, toll free (800/888) and calling card calls. There are no monthly fees or recurring charges.

5.7.1 Switched Intrastate Rates for Direct Dial and Toll Free Services:

(A) Rates per minute: \$0.0800

5.7.2 Travel Card Rates:

(A) Rate Per Minute: \$0.20
Per Call Surcharge: \$0.25

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SECTION 5. CONTRACT SERVICES (Cont'd)

5.8 Carrier Dedicated Toll Free Origination

Carrier Dedicated Toll Free Origination Service is available only to Other Certificated Carriers ("OCC"). The OCC must meet certain Company specified credit evaluations in order to purchase this service offering. In addition, the OCC must have obtained the required operating authority in the states in which they conduct business and file tariffs, when required by law, with a state or federal authority and have use of their own Primary Interexchange Carrier Code. Company may also, at its sole discretion, require that subscribers to this service offering have an existing billing or data processing arrangement with the Company. OCCs who qualify for this service will receive 800 origination at the rates specified below. Rates are based upon the LATA and the LEC from which the call originates, as well as the Customer's Monthly Minimum Minutes of Use Commitment. OCCs must also pay for facility installation and monthly recurring dedicated access fees which will be determined on an individual case basis.

Traffic provided under this service offering must meet the following specifications:

- 5.8.1 A minimum of 80% of the OCCs total minutes of use must originate on the Company's network under this service offering and must be during the times of 8:00 AM up to but not including, 5:00 PM Monday through Friday. If the minutes of use terminating during this time frame drops below the 80% threshold, the Company reserves the right to discontinue the service upon written notice to the OCC or rate intrastate minutes at 0.065 per minute.
- 5.8.2 Calls will be billed in initial and additional six (6) second increments. Any fraction or portion of a call thereafter, will be rounded up to the next highest billing increment.

SECTION 5. CONTRACT SERVICES (Cont'd)

5.8 Carrier Dedicated Toll Free Origination (Cont'd)

5.8.3 In addition to the appropriate LATA origination rate specified in Section 5.8.5, a surcharge of \$0.02 per minute will be charged for all calls originating from Local Exchange Carrier OCN's other than those listed below:

COMPANY NAME
AMERITECH

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SECTION 5. CONTRACT SERVICES (Cont'd)

5.8 Carrier Dedicated Toll Free Origination (Cont'd)

5.8.4 Rate Level Definitions

Per Minute Origination Rates listed below are available in four (4) different Rate Levels, determined by the Customer's Monthly Minimum Minutes of Use Commitment. A Customer's domestic interstate, intrastate, and international minutes of use under this service offering will be counted toward the Monthly Minimum Minutes of Usage Commitment. At the Company's sole discretion, minutes of use under other Company service offerings, term commitments, revenue commitments, ramp-up periods, or other criteria may be used in combination with minutes of use in order to determine whether or not a Customer is eligible for a particular Rate Level.

Rate Level	Monthly Minutes Commitment Level
1	Less than 1,000,000 minutes per month
2	1,000,000 to 4,999,999 minutes per month
3	5,000,000 to 9,999,999 minutes per month
4	Greater than 10,000,000 minutes per month

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SECTION 5. CONTRACT SERVICES (Cont'd)

5.8 Carrier Dedicated Toll Free Origination (Cont'd)

5.8.5 Per Minute Rates

LATA	Rate Level 1	Rate Level 2	Rate Level 3	Rate Level 4
320	\$0.0316	\$0.0296	\$0.0281	\$0.0266
322	0.0316	0.0296	0.0281	0.0266
324	0.0316	0.0296	0.0281	0.0266
325	0.0316	0.0296	0.0281	0.0266
326	0.0316	0.0296	0.0281	0.0266
328	0.0316	0.0296	0.0281	0.0266
922	0.0316	0.0296	0.0281	0.0266
923	0.0316	0.0296	0.0281	0.0266

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SECTION 5. CONTRACT SERVICES (Cont'd)

5.9 975 Service Program

975 Service Program is available to business customers through an authorized agent of the Company who generates \$250 in monthly combined intrastate and interstate revenue. Customers must commit to a 12 month Term Plan. Calls are originated from presubscribed locations. This service is a customized telecommunications offering combining inbound, outbound and calling (travel) card services.

5.9.1 Per Minute Rate:

The following rate applies to direct dialed and toll free (800/888) calls. There are no monthly fees or recurring charges. Calls are billed individually and rated by time of day, duration, and day of week.

\$0.0975

5.9.2 Calling (Travel) Card Service: Customer subscribing to this program will be provided with a travel calling card that allows them to make calls while away from the home or office. Per minute rates and a per call surcharge apply.

Per Minute Rate	Per Call Surcharge
\$0.2000	\$0.2500

5.9.3 Directory Assistance Charge: \$0.75

SECTION 5. CONTRACT SERVICES (Cont'd)

5.9 975 Service Program (Cont'd)

5.9.4 Billing Increments: Calls will be billed at an initial minimum of eighteen (18) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

5.9.5 Service Hours: Rates apply 24 hours a day, 7 days a week

5.9.6 Deficiency Charge:

In the event Customer's Monthly Revenue Level does not meet the Monthly Revenue Commitment selected by the Customer in any invoice period during the Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Monthly Revenue Commitment and the actual Monthly Revenue Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

5.9.7 Termination Penalty Charge:

In the event the Customer terminates service with the Company prior to the end of the Term Commitment Period, or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Customer's Monthly Revenue Commitment multiplied by the number of months remaining in the Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term contract signed by the Customer at the initiation of service.

SECTION 5. CONTRACT SERVICES (Cont'd)

5.10 Affinity Association Program - IIAA

Affinity Association Program - IIAA service is available to members of the IIAA association, only. This service is a customized telecommunications offering combining inbound, outbound and calling (travel) card services. Customers are billed at a flat per minute rate for both switched or dedicated access. Dedicated Access Service requires a Minimum Monthly Commitment of \$2,500. For dedicated access, dedicated facilities between the Customer's premises and the Company's terminal location(s) are required. The Company will arrange for the installation of all required connecting facilities via a Local Exchange Carrier or other access provider. The installation and monthly recurring charges for any interface equipment associated with such access that is provided by the Company shall be calculated on an individual case basis, in accordance with the charges assessed by the Local Exchange Carrier or other access provider. Customers requesting to sign up for this service must provide documentation to the Company showing the Customer is a member in good standing with the IIAA association.

5.10.1 Per Minute Usage Rates:

Switched Service

1+ Outbound Service \$0.0800

Toll Free Inbound Service \$0.0800

Dedicated Service

1+ Outbound Service \$0.0600

Toll Free Inbound Service \$0.0600

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SECTION 5. CONTRACT SERVICES (Cont'd)

5.10 Affinity Association Program - IIAA (Cont'd)

5.10.2 Calling (Travel) Card Service: Customer subscribing to this program will be provided with a travel calling card that allows them to make calls while away from the home or office. Per minute rates and a per call surcharge apply.

Travel Card Service Type	Per Minute Rate	Per Call Surcharge
Switched Customer	\$0.2000	\$0.2500
Dedicated Customer	\$0.1800	\$0.1000

5.10.3 Directory Assistance Charge: \$0.75

5.10.4 Billing Increments: Calls will be billed at an initial minimum of eighteen (18) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

5.10.5 Service Hours:

Rates apply 24 hours a day, 7 days a week

SECTION 5. CONTRACT SERVICES (Cont'd)

5.11 SWITCHED 1+ AND TOLL FREE RESALE SERVICE

The Company's Switched 1+ and Toll Free Resale Service is available only to resale telecommunication carriers ("Customers") that want to utilize the Company's network to terminate service. Customers must meet certain Company-specified credit evaluations in order to be offered this service option. In addition, Customers must have obtained operating authority in the state (s) which they conduct business, and file tariff (s) where required by law, with an applicable state or federal authority, and have use of their own Primary Interexchange Code. Company may also, at its sole discretion, require that subscribers to this service offering have an existing billing or data processing arrangement with the Company. Customers that qualify for this service will receive call termination at the rates specified below. Rates are based upon the LATA and the Regional Bell Operating Company ("RBOC") or Local Exchange Carrier ("LEC") LEC identified below from which calls originate and to which calls terminate, as well as the Customer's Monthly Minimum Revenue Commitment. The Customer's Monthly Minimum Usage Commitment is based on combined intrastate, interstate and international usage.

Call traffic under this service option must meet the following other specifications:

- a. A minimum of 80% of the Customers total minutes of use which terminate on the Company's network for this service offering must be during the times of 9:01 pm and 6:59 pm, Sunday - Friday. If the Customer's minutes of use terminating during this time period drops below the 80% threshold, the Company reserves the right to discontinue service to the Customer upon written notice or rerate the Customer's domestic minutes of use at an additional per minute rate of \$.0125.
- b. Calls are billed at six (6) second increments, after an initial calling period of six (6) seconds. Any fractional portion of a call thereafter will be rounded up to the next higher billing increment.
- c. Calls which originate from a non-RBOC area will be assessed an additional charge of \$0.02 per minute.

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SECTION 5. CONTRACT SERVICES (Cont'd)

5.11 SWITCHED 1+ AND TOLL FREE RESALE SERVICE (Cont'd)

5.11.1 Monthly Minimum Usage Options

OPTIONS	MONTHLY MINIMUM USAGE COMMITMENT LEVEL
1	\$50,000
2	\$100,000
3	\$250,000
4	\$500,000/Over

5.11.2 Per Minute Usage Rates

Ameritech:

OPTION 1 \$50,000 (Per Minute Rate)	OPTION 2 \$100,000 (Per Minute Rate)	OPTION 3 \$250,000 (Per Minute Rate)	OPTION 4 \$500,000 / Over (Per Minute Rate)
\$0.08	\$0.08	\$0.08	\$0.08

Cincinnati Bell:

OPTION 1 \$50,000 (Per Minute Rate)	OPTION 2 \$100,000 (Per Minute Rate)	OPTION 3 \$250,000 (Per Minute Rate)	OPTION 4 \$500,000 / Over (Per Minute Rate)
\$0.09	\$0.09	\$0.09	\$0.09

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SECTION 5. CONTRACT SERVICES (Cont'd)

5.11 SWITCHED 1+ AND TOLL FREE RESALE SERVICE (Cont'd)

5.11.3 Directory Assistance

\$0.75 per call.

5.11.4 Deficiency Charge

In the event Customer's Monthly Revenue Level does not meet the Monthly Revenue Commitment selected by the Customer in any invoice period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Monthly Revenue Commitment and the actual Monthly Revenue Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

5.11.5 Time of Day Rate Periods

Peak: Sunday - Friday, 9:01 pm - 6:59 pm, and all day Saturday.
Off-Peak: Sunday - Friday, 7:00 pm - 9:00 pm.

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SECTION 5. CONTRACT SERVICES (Cont'd.)

5.12 Brand Equity Service

Brand Equity Service is a switched/presubscribed telecommunications service offering combining inbound, outbound and travel card services to designated brand equity participant(s). This service offering is to be branded or co-branded under the trade and/or service marks owned by the brand equity participant(s) and the Company. Participants must select one of the following options listed below.

5.12.1 Inbound and Outbound Per Minute Rates

OPTIONS	MONTHLY USAGE COMMITMENT	PER MINUTE RATES
1	\$10	\$0.0800
2	\$25	\$0.0800
3	\$50	\$0.0800
4	\$75	\$0.0800
5	\$100	\$0.0800
6	\$125	\$0.0800

5.12.2 Billing Increments

Calls will be billed at an initial minimum of eighteen (18) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

SECTION 5. CONTRACT SERVICES (Cont'd.)

5.12 Brand Equity Service - (Continued)

5.12.3 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rates apply for all travel card calls placed within Ohio in addition to the per call surcharge listed below:

Per Call Surcharge:	\$0.2500
Per Minute Rates:	\$0.2000

5.12.4 Travel Card Billing Increments

Calls will be billed at an initial minimum of eighteen (18) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

5.12.5 Directory Assistance \$0.75/per call, limit 2 inquiries.

5.12.6 Monthly Recurring Service Charges

Inbound Service Charge	\$3.00 per 800/8XX, per month.
Account Fee	\$1.95*

*Excluding the first month of service, Brand Equity Service Customers whose monthly intrastate, interstate and international long distance usage is less than \$50.00 will be assessed this fee. (Taxes, surcharges and directory assistance charges are non-usage items.)

SECTION 5. CONTRACT SERVICES (Cont'd.)

5.13 Telco Dealer Service Program:

Telco Dealer Service Program is a 1+ outbound, inbound and calling card telecommunications service offering available only to presubscribed/switched business customers. Customers may select a Month-to-Month or a 12-Month Term Commitment Option. Customers selecting the 12-Month Term Commitment Option must sign an agreement with the Company. The Customer's Monthly Minimum Usage Commitment Level consists of all intrastate, interstate and international outbound, inbound and calling card usage including surcharges. The Monthly Minimum Usage Commitment Level does not include any monthly recurring fees or directory assistance charges. This service program is available on a Company direct bill basis only. Inbound and outbound calls will be billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds.

5.13.1 Monthly Minimum Usage Options/Per-Minute Usage Rates:

OPTIONS	MONTHLY MINIMUM USAGE COMMITMENT LEVEL	APPLICABLE PER-MINUTE USAGE RATE
1	\$10.00	\$0.0800
2	\$20.00	\$0.0800
3	\$30.00	\$0.0800
4	\$40.00	\$0.0800
5	\$50.00/Over	\$0.0800

5.13.2 Calling (Travel) Card Service:

Customers subscribing to this program will be provided with a travel calling card that allows them to make calls while away from the home or office. Calling card calls will be billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds. The following per minute rates and per call surcharge apply to all calling card calls.

Per Minute Rate	Per Call Surcharge
\$0.2000	\$0.0000

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SECTION 5. CONTRACT SERVICES (Cont'd.)

5.13 Telco Dealer Service Program: (Cont'd)

5.13.3 Monthly Recurring Charges:

The following monthly recurring charges apply for the Telco Dealer Service Program
Month-to-Month Service Option Plan and Term Commitment Option Plan:

- | | | |
|-----|-----------------------------|-------------------------------|
| (1) | Toll Free Numbers (800/8XX) | \$ 3.00 per month/per number. |
| (2) | Optional Management Reports | \$ 2.00 per month/per report. |
| (3) | Diskette Billing | \$10.00 per month. |
| (4) | Mag Tape Billing | \$10.00 per month. |
| (5) | Account Codes | |
| | Validated | \$10.00 per month. |
| | Non-Validated | \$ 5.00 per month. |
| | Customer Package | \$45.00 per month. |
| (6) | Account Fee | \$ 5.00 per account. |

- 5.13.4 Directory Assistance: \$0.7000 per call charge.

SECTION 5. CONTRACT SERVICES (Cont'd.)

5.14 Prime Business Select II Dedicated Special Pricing - VII

Prime Business Select II Dedicated Special Pricing - VII is a dedicated outbound 1+ and inbound telecommunications service offering available only to business customers. Customers must commit to a 12 month Term Commitment Period and a minimum Monthly Usage Commitment Level that consists of the following:

5.14.1 Per Minute Rates

Monthly Term Commitment Period	Monthly Usage Commitment Level	Per Minute Rate
12	\$0 - \$2,499.99	\$0.0500
	\$2,500.00 - \$4,999.99	\$0.0500
	\$5,000.00 - \$7,499.99	\$0.0500
	\$7,500.00 - \$14,999.99	\$0.0500
	\$15,000.00 - \$24,999.99	\$0.0500
	\$25,000.00 - \$49,999.99	\$0.0500
	\$50,000.00 - \$74,999.99	\$0.0500
	\$75,000.00 - \$99,999.99	\$0.0500
	\$100,000/Over	\$0.0500

5.14.2 Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Monthly Term Commitment Period or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Monthly Usage Commitment Level multiplied by the number of months remaining in the Monthly Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term agreement signed by the Customer at the initiation of service.

5.14.3 Deficiency Charge

In the event Customer's Monthly Usage Commitment Level does not meet the Monthly Usage Commitment Level selected by the Customer in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Monthly Term Commitment Level and the actual Monthly Usage Commitment Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

SECTION 5. CONTRACT SERVICES (Cont'd.)

Prime Business Select II Dedicated Special Pricing - VII, (Cont'd.)

5.14.4 Billing Increments:

Each direct-dialed and inbound 800 number call completed will have an initial minimum of six (6) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

5.14.5 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rates apply for all travel card calls placed within Ohio in addition to the per call surcharge listed below:

Per Minute Rate	Per Call Surcharge
\$0.1800	\$0.1000

5.14.6 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

5.14.7 Monthly Recurring Charge: \$3.00/per 800/8XX number

5.14.8 Directory Assistance \$0.75/per call charge

SECTION 5. CONTRACT SERVICES (Cont'd.)

5.15 Brand Equity Service II

Brand Equity Service II is a switched/presubscribed telecommunications service offering combining inbound, outbound and travel card services to designated brand equity participant(s). This service offering is to be branded or co-branded under the trade and/or service marks owned by the brand equity participant(s) and the Company. Participants must select one of the following options listed below.

5.15.1 Inbound and Outbound Per Minute Rates

OPTIONS	MONTHLY USAGE COMMITMENT	PER MINUTE RATES
1	\$100	\$0.0800
2	\$125	\$0.0800
3	\$150	\$0.0800

5.15.2 Billing Increments

Inbound and outbound calls will be billed at an initial minimum of eighteen (18) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

SECTION 5. CONTRACT SERVICES (Cont'd.)

5.15 Brand Equity Service II, (Cont'd.)

5.15.4 Deficiency Charge

In the event Customer's Monthly Usage Commitment Level does not meet the Monthly Usage Commitment Level selected by the Customer in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Monthly Term Commitment Level and the actual Monthly Usage Commitment Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

5.15.5 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rates apply for all travel card calls placed within the state of Ohio in addition to the per call surcharge listed below:

Per Call Surcharge:	\$0.2000
Per Minute Rates:	\$0.2000

5.15.6 Travel Card Billing Increments

Calls will be billed at an initial minimum of eighteen (18) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

5.15.7 Monthly Recurring Charge \$3.00 per 800/8XX number

5.15.8 Directory Assistance \$0.75/per call charge

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SECTION 5. CONTRACT SERVICES (Cont'd.)

5.16 Brand Equity Service III

Brand Equity Service III is a switched/presubscribed telecommunications service offering combining inbound, outbound and travel card services to designated brand equity participant(s). This service offering is to be branded or co-branded under the trade and/or service marks owned by the brand equity participant(s) and the Company. Participants must select one of the following options listed below.

5.16.1 Inbound and Outbound Per Minute Rates

OPTIONS	MONTHLY USAGE	PER MINUTE RATE
1	\$0- \$99.99	\$0.0800
2	\$100/Over	\$0.0800

5.16.2 Billing Increments

Inbound and outbound calls will be billed at an initial minimum of eighteen (18) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

5.16.3 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rates apply for all travel card calls placed within the state of Ohio in addition to the per call surcharge listed below:

Per Call Surcharge: \$0.2000
Per Minute Rate: \$0.2000

5.16.4 Travel Card Billing Increments

Calls will be billed at an initial minimum of eighteen (18) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

5.16.5 Monthly Recurring Charge \$3.00 per 800/8XX number

5.16.6 Directory Assistance \$0.75/per call charge

SECTION 5. CONTRACT SERVICES (Cont'd.)

5.17 Affinity Association Program - ASTA Special Contract II

Affinity Association Program - ASTA Special Contract II is a presubscribed/switched business service offering that combines outbound 1+, toll free inbound and travel card services. Customers must commit to a Monthly Usage Level. All calls will be billed in six (6) second increments, after an initial period, for billing purposes, of eighteen (18) seconds. Interstate service is associated with intrastate service and the two must be ordered together.

Customers requesting to subscribe to this service must provide documentation to the Company showing the Customer is a member in good standing with the ASTA association.

5.17.1 Per Minute Rates (Inbound and Outbound)

MONTHLY USAGE LEVEL	PER MINUTE RATE
\$0.01 - \$49.99	\$0.0700
\$50.00 - \$499.99	\$0.0700
\$500.00/OVER	\$0.0700

5.17.2 Directory Assistance \$0.7500/per call charge.

5.17.3 Monthly Recurring Account Charge \$5.00/per account

5.17.4 Monthly Recurring 800/8XX Charge \$3.00/per 800/8XX number

5.17.5 Travel Card Service

Customers subscribing to this program will be provided a travel card that allows them to make calls while away from the home or office. Travel Card calls originating and terminating within the state of Ohio will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

Per Minute Rate	Per Call Surcharge
\$0.2000	\$0.2500

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SECTION 5. CONTRACT SERVICES (Cont'd.)

5.18 Affinity Association Program - ASTA Special Contract III

Affinity Association Program - ASTA Special Contract III is a presubscribed/switched business service offering that combines outbound 1+, toll free inbound and travel card services. Customers need only subscribe to this service. They are not required to make any minimum monthly or term commitments. All calls will be billed in six (6) second increments, after an initial period, for billing purposes, of eighteen (18) seconds. Interstate service is associated with intrastate service and must be ordered together.

Customers requesting to subscribe to this service must provide documentation to the Company showing the Customer is a member in good standing with the ASTA association.

5.18.1 Per Minute Rates (Inbound and Outbound)

PER MINUTE RATE
\$0.0700

- 5.18.2 Directory Assistance \$0.7500/per call charge
- 5.18.3 Monthly Recurring Account Charge \$5.00/per account
- 5.18.4 Monthly Recurring 800/8XX Charge \$3.00/per 800/8XX number
- 5.18.5 Travel Card Service

Customers subscribing to this program will be provided a travel card that allows them to make calls while away from the home or office. Travel Card calls originating and terminating within the state of Ohio will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

Per Minute Rate	Per Call Surcharge
\$0.2000	\$0.2500

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SECTION 5. CONTRACT SERVICES (Cont'd.)

5.19 Carrier Domestic Termination by LATA - Option IX

Carrier Domestic Termination by LATA - Option IX Service is a dedicated service available only to resale telecommunication carriers (“Customers”) that want to utilize the Company’s network to terminate service. Customers must meet certain Company-specified credit evaluations in order to be offered this service option. In addition, Customers must have obtained operating authority in the state(s) which they conduct business, and file tariff(s) where required by law, with an applicable state or federal authority, and have use of their own Primary Interexchange Code. Customers that qualify for this service will receive call termination at the rates specified below. Rates are based upon the LATA and Regional Bell Operating Company (“RBOC”) where calls terminate.

Call traffic under this service option must meet the following other specifications:

- a. A minimum of 80% of the Customers total minutes of use which terminate on the Company’s network for this service offering must be during the times of 9:01 pm and 6:59 pm, Sunday - Friday. If the Customer’s minutes of use terminating during this time period drops below the 80% threshold, the Company reserves the right to discontinue service to the Customer upon written notice or rerate the Customer’s domestic minutes of use at an additional per minute rate of \$.0125.
- b. Calls are billed at six (6) second increments, after an initial calling period of six (6) seconds. Any fractional portion of a call thereafter will be rounded up to the next higher billing increment.
- c. Calls which terminate in a non-RBOC area will be assessed an additional charge of \$0.0200 per minute.
- d. Directory Assistance per call charge is \$0.3800

5.19.1 Per Minute Rate

LATA	CALL TERM STATE	RBOC	RATE
ALL	OH	Ameritech	\$0.0325

Independent LEC Rate

CALL TERM STATE	RBOC	RATE
OH	Cincinnati Bell	\$0.0425

SECTION 5. CONTRACT SERVICES (Cont'd.)

5.20 Carrier Dedicated 1+ and Toll Free Origination Service

Carrier Dedicated 1+ and Toll Free Origination Service is a dedicated service that is available only to resale telecommunication carriers ("Customers") that want to utilize the Company's network to terminate 1+ and originate toll free service. Customers must meet certain Company-specified credit evaluations in order to be offered this service option. In addition, Customers must have obtained operating authority in the state(s) which they conduct business, and file tariff(s) where required by law, with an applicable state or federal authority, and have use of their own Primary Interexchange Code. Customers that qualify for this service will receive call termination/origination at the rates specified below. This service is available for call origination/termination in RBOC and independent LEC areas. Rates are based upon the LATA where calls terminate and originate, and must commit to a 12-month Term Commitment Period and a Monthly Minimum Usage of \$400,000. The Customer's Monthly Minimum Usage Commitment is based on combined intrastate, interstate and international usage.

Call traffic under this service option must meet the following other specifications:

- a. A minimum of 80% of the Customers total minutes of use which terminate/originate on the Company's network for this service offering must be during the times of 9:01 pm and 6:59 pm, Sunday - Friday.
- b. Outbound 1+ and inbound toll free calls are billed at six (6) second increments, after an initial calling period of six (6) seconds. Any fractional portion of a call thereafter will be rounded up to the next higher billing increment.
- c. Directory Assistance Per Call Charge \$0.6500.

5.20.1 Per Minute Termination/Origination Rate

LATA	CALL TERM/ORIGINATE STATE	TERM. RATE	ORIG. RATE
320, 322, 324, 325, 326, 328	OH	\$0.0150	\$0.0150
923	OH	\$0.0609	\$0.0385

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SECTION 5. CONTRACT SERVICES (Cont'd.)

5.21 Carrier Domestic Termination by LATA Service - X

Carrier Domestic Termination by LATA - X Service is a dedicated outbound 1+ service available only to resale telecommunication carriers ("Customers") that want to utilize the Company's network to terminate service. Customers must meet certain Company-specified credit evaluations in order to be offered this service option. In addition, Customers must have obtained operating authority in the state(s) which they conduct business, and file tariff(s) where required by law, with an applicable state or federal authority, and have use of their own Primary Interexchange Code. Customers must commit to a 12 month Term Commitment Period and a Monthly Usage Commitment Level of \$25,000. Customers that qualify for this service will receive call termination at the rates specified below. This service is only available for call termination in the RBOC and independent LEC areas listed in the rate schedules on the following pages. Rates are based upon the LATA and Regional Bell Operating Company ("RBOC") where calls terminate.

Call traffic under this service option must meet the following other specifications:

- a. A minimum of 80% of the Customers total minutes of use which terminate on the Company's network for this service offering must be during the times of 9:01 pm and 6:59 pm, Sunday - Friday.
- b. Calls are billed at six (6) second increments, after an initial calling period of six (6) seconds. Any fractional portion of a call thereafter will be rounded up to the next higher billing increment.
- c. Calls which terminate in a non-RBOC area will be assessed an additional charge of \$0.0200 per minute.
- d. Directory Assistance Per Call Charge is \$.3800.

5.21.1 Per Minute Termination Rate

LATA	CALL TERM STATE	RBOC	RATE
ALL	OH	Ameritech	\$0.0325

Independent LEC Rate

CALL TERM STATE	RBOC	RATE
OH	Cincinnati Bell	\$0.0425

SECTION 5. CONTRACT SERVICES (Cont'd.)

5.22 Prime Business Switched/Dedicated Special Pricing

Prime Business Switched/Dedicated Special Pricing is an outbound 1+, inbound and calling card service available to presubscribed/switched or dedicated business customers. Dedicated Customers must commit to a 36 Month Term Commitment Period and a minimum Monthly Usage Commitment Level of \$100,000.00.

5.22.1 Per Minute Rates

Switched Service	
1+ Outbound Service	\$0.0750
Toll Free Inbound Service	\$0.0750
Dedicated Service	
1+ Outbound Service	\$0.0450
Toll Free Inbound Service	\$0.0450

5.22.2 Billing Increments

All outbound 1+ and inbound toll free calls will be billed in six (6) second increments, after an initial period, for billing purposes, of six (6) seconds, rounded up to the next whole six second increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

5.22.3 Termination Penalty (Applicable to DEDICATED SERVICE only.)

In the event the Customers subscribing to the dedicated service terminate service with the Company prior to the end of the Monthly Term Commitment Period or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty equivalent to the Monthly Usage Commitment Level multiplied by the number of months remaining in the Monthly Term Commitment Period, and will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty in the term agreement signed by the Customer at the initiation of service.

5.22.4 Deficiency Charge (Applicable to DEDICATED SERVICE only.)

In the event Customers subscribing to the dedicate Monthly Usage Commitment Level does not meet the selected Monthly Usage Commitment Level in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge equal to the difference between the Monthly Term Commitment Level and the actual Monthly Usage Commitment Level. The Deficiency Charge will be due when payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

SECTION 5. CONTRACT SERVICES (Cont'd.)

5.22 Prime Business Switched/Dedicated Special Pricing (Cont'd.)

5.22.5 Travel Card Service

A travel card will be provided to customers that allows them to make calls while away from the home or office. Per minute rates and a per call surcharge apply.

Travel Card Service Type	Per Minute Rate	Per Call Surcharge
Switched Customer	\$0.1800	\$0.1000
Dedicated Customer	\$0.1800	\$0.1000

5.22.6 Billing Increments

All calling card calls will be billed in six (6) second increments, after an initial period of thirty (30) seconds, rounded up to the next whole six second increment. All fractional charges are rounded up to the next whole cent.

5.22.7 Monthly Recurring Charge \$3.00/per 800/8XX number

5.22.8 Directory Assistance

Switched Service \$0.7500/per call charge
Dedicated Service \$0.7500/per call charge

SECTION 5. CONTRACT SERVICES (Cont'd.)

5.23 Brand Equity Domestic Service V

Brand Equity Domestic Service V is a switched/presubscribed telecommunications service offering combining inbound, outbound and travel card services to designated brand equity participant(s). This service offering is to be branded or co-branded under the trade and/or service marks owned by the brand equity participant(s) and the Company. A Brand Equity participant is defined as any business entity or individual within an industry, professional or business classification, or a commercial organization with affiliate franchisees, independent agents, independent distributors or other multiple commercial representatives who enter into an agreement with Company for the marketing of this service.

5.23.1 Inbound and Outbound Per Minute Rate

\$0.0800

5.23.2 Billing Increments

Inbound toll free and outbound 1+ calls will be billed at an initial minimum of eighteen (18) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

5.23.3 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rates apply for all travel card calls placed within the State of Ohio in addition to the per call surcharge listed below:

Per Minute Rate	Per Call Surcharge
\$0.2000	\$0.2000

5.23.4 Travel Card Billing Increments

Travel card calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

5.23.5 <u>Monthly Recurring Charge</u>	\$3.00 per 800/8XX number
5.23.6 <u>Monthly Account Charge</u>	\$1.75/per month
5.23.7 <u>Directory Assistance</u>	\$0.7500/per call charge

SECTION 6. PROMOTIONAL OFFERINGS (Cont'd)

6.1 Dial & Save Promotional Prepaid Calling Card:

The Dial & Save Promotional Prepaid Calling Card Service will allow a customer to pay a fixed dollar amount in advance for long distance calling. The customer will use the toll free number on the card for access from any touch-tone telephone within the State of Ohio. For call completion, the customer will follow recorded prompts.

A flat per minute rate will be charged; there are no off-peak rates. The per-minute cost of a call will be deducted on a real-time basis as the card is used until the full amount of the card is exhausted. The customer will be notified in advance of the exhaustion of the card. The rates for the Dial & Save Promotional Prepaid Calling Card Service are set forth below. The rates paid by the customer will be those rates indicated on the packaging at the time of purchase of the card. An expiration date will be printed on the card. The following types of calls may not be completed with the Dial & Save Promotional Prepaid Calling Card Service:

Calls to 500, 700, 900 and toll free numbers; and calls to Directory Assistance.

A Customer's call will be interrupted with an announcement when the balance is about to be depleted. Such announcement will occur one minute before the balance will be depleted, based on the terminating location of the call. Calls in progress will be terminated by the Company if the balance on the Dial & Save Promotional Prepaid Calling Card is insufficient to continue the call and the Customer fails to enter the number of another valid Dial & Save Promotional Prepaid Calling Card prior to termination.

This Dial & Save Promotional Prepaid Calling Card Service promotion is available in \$5.00 and \$10.00 denominations; sales or excise taxes are due at the point of purchase. Dial & Save Promotional Prepaid Calling Card Service rates apply twenty-four hours per day, seven days per week. Cards are not rechargeable. The following Per Minute Rate applies for calls placed from locations within the State of Ohio.

This promotional service will be offered to Customers through January 31, 1999, unless otherwise canceled or extended by the Company.

Per Minute Rate: \$0.2500

6.2 2Q Option D Promotion - Prime Business Switched Service

2Q Option D Promotion - Prime Business Switched Service is a presubscribed/switched promotional telecommunications service combining inbound, outbound and travel card services exclusively to new Excel business customers ordering Prime Business Switched Service between April 1, 1999, and June 30, 1999. Customers are billed at per minute rates based on a Minimum Monthly Usage Level for switched access services for origination and termination of long distance calls. Customers subscribing to this service are required to commit to a minimum term of 12 months and a Minimum Monthly Usage Level. In the event a Customer terminates service with the Company prior to the end of the 12-month Term Commitment Period, or in the event that the Company terminates service based on the Customer's default, the Customer will be responsible for paying a Termination Charge equal to \$100.00 multiplied by the number of months remaining in the Customer's agreed 12-month Term Commitment period.

SECTION 6. PROMOTIONAL OFFERINGS (Cont'd)

6.2 2Q Option D Promotion - Prime Business Switched Service (Continued)

6.2.1 Outbound and Inbound Per Minute Rate

Minimum Monthly Usage Level	Per Minute Rate
\$100.00 - \$199.99	\$0.0700
\$200.00 - \$499.99	\$0.0700
\$500.00 - \$999.99	\$0.0700
\$1,000.00 - \$2,499.99	\$0.0700
\$2,500.00/Over	\$0.0700

6.2.2 Billing Increments

Each direct-dialed call and inbound toll free call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

6.2.3 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rates apply for all travel card calls placed within the State of Ohio. There is no surcharge.

Per Minute Rate: \$0.2000

6.2.4 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

6.2.5 Monthly 800/8XX Recurring Charge \$3.00/per 800 number

6.2.6 Monthly Recurring Account Charge \$5.00

6.2.7 Directory Assistance \$0.75/per call charge

6. PROMOTIONAL OFFERINGS (Cont'd)

6.3 2Q Option I Promotion - Prime Business Switched Service

2Q Option I Promotion - Prime Business Switched Service is a presubscribed/switched promotional telecommunications service combining inbound, outbound and travel card services exclusively to new Excel business customers that order Prime Business Switched Service between April 1, 1999, and June 30, 1999. Customers are billed at per minute rates based on a Minimum Monthly Usage Level for switched access services for origination and termination of long distance calls. Customers subscribing to this service are required to commit to a minimum term of 12 months and a Minimum Monthly Usage Level. In the event a Customer terminates service with the Company prior to the end of the 12-month Term Commitment Period, or in the event the Company terminates service based on the Customer's default, the Customer will be responsible for paying a Termination Charge equal to \$100.00 multiplied by the number of months remaining in the Customer's agreed 12-month Term Commitment Period.

6.3.1 Outbound and Inbound Per Minute Rates

Minimum Monthly Usage Commitment Level	Per Minute Rate
\$100.00 - \$499.99	\$0.0750
\$500.00 - \$999.99	\$0.0750
\$1,000.00 - \$2,499.99	\$0.0750
\$2,500.00/Over	\$0.0750

6.3.2 Billing Increments

Each direct-dialed call and inbound toll free call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

SECTION 6. PROMOTIONAL OFFERINGS (Cont'd)

6.3 2Q Option I Promotion - Prime Business Switched Service (Continued)

6.3.3 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rates apply for all travel card calls placed within the State of Ohio. There is no surcharge.

Per Minute Rate: \$0.2000

6.3.4 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

6.3.5 Monthly 800/8XX Recurring Charge \$3.00/per 800 number

6.3.6 Monthly Recurring Account Charge \$5.00

6.3.7 Directory Assistance \$0.75/per call charge

6.3 1010399 Domestic Service Promotion I :

The "1010399" Domestic Service Promotion I is a flat-rate residential service offered to casual calling customers from July 15, 1999 to December 31, 1999. Casual calling customers who dial the company's 10-10-399 access code prior to placing 1+ calls will receive an initial rate (per call) for the first 10 minutes of usage, with each additional minute thereafter receiving a separate rate.

6.3.1 Per Minute Rates:

Initial 10 Minute Rate : \$0.70

Each Add'l Minute : \$0.05

6.3.2 Directory Assistance: \$1.09/per call charge

SECTION 6. PROMOTIONAL OFFERINGS (Cont'd)

6.4 Prime Business Select Dedicated Promotion

Prime Business Select Dedicated Promotion is a promotional telecommunications service offering inbound, outbound and travel card services to business customers requiring dedicated access arrangements. This promotion is available through December 31, 1999. Customers subscribing to this service must commit to a minimum term of 12 months. A Customer's Minimum Monthly Usage Commitment Level must consist of one of the following Options: (This promotional offering relates to Prime Business Select II - Dedicated Service, Section 4.20.)

OPTION I \$1,500.00/voice and data transmission type services;

OPTION II \$2,500.00/voice only transmission type services.

The Customer's Monthly Usage Level is based on combined intrastate, interstate and international service.

6.4.1 Outbound and Inbound Per Minute Rates:

PER MINUTE RATES	
Monthly Usage Commitment Level OPTION I/OPTION II	12 Month Term OPTION I/OPTION II
\$1,500.00/\$2,500.00	\$0.0550/\$0.0550
\$5,000.00/\$5,000.00	\$0.0550/\$0.0550
\$7,500.00/\$7,500.00	\$0.0550/\$0.0550
\$10,000.00/\$10,000.00	\$0.0550/\$0.0550
\$15,000.00/\$15,000.00	\$0.0550/\$0.0550
\$25,000.00/\$25,000.00	\$0.0550/\$0.0550
Switched Access Overflow - utilized when dedicated traffic overflows to the switched network. The Switched Access Overflow per minute rate is \$0.0950.	

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SECTION 6. PROMOTIONAL OFFERINGS (Cont'd)

6.4 Prime Business Select Dedicated Promotion, (Cont'd.)

6.4.2 Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Monthly Term Commitment Period or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to OPTION I or OPTION II Minimum Monthly Usage Commitment Level multiplied by the number of months remaining in the Monthly Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term agreement signed by the Customer at the initiation of service.

6.4.3 Deficiency Charge

In the event Customer's Monthly Usage does not meet the Minimum Monthly Usage Commitment Level in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Minimum Monthly Usage Commitment Level associated with OPTION I or OPTION II, whichever applies, and the Customer's Actual Monthly Usage. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

6.4.4 Billing Increments

Each direct-dialed call and inbound toll free call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

SECTION 6. PROMOTIONAL OFFERINGS (Cont'd)

6.4 Prime Business Select Dedicated Promotion, (Cont'd.)

6.4.5 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rate applies for all travel card calls placed within the State in addition to the per call surcharge listed below.

Per Minute Rate	Per Call Surcharge
\$0.1800	\$0.1000

6.4.6 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second ($1/10$ of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

6.4.7 Monthly 800/8XX Recurring Charge \$3.00/per 800 number

6.4.8 Directory Assistance \$1.40/per call charge

SECTION 6. PROMOTIONAL OFFERINGS (Cont'd)

6.5 Prime Business Communications Dedicated Promotion

Prime Business Communications Dedicated Promotion is a promotional telecommunications service offering inbound, outbound and travel card services to business customers requiring dedicated access arrangements. This promotion is available through December 31, 1999. A Customer's Minimum Monthly Usage Commitment Level must consist of one of the following Options: (This promotional offering relates to Prime Business Communications Service, Section 4.50.)

OPTION I \$1,500.00/voice and data transmission type services;

OPTION II \$2,500.00/voice only transmission type services.

The Customer's Monthly Usage Level is based on combined intrastate, interstate and international service.

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SECTION 6. PROMOTIONAL OFFERINGS (Cont'd)

6.5 Prime Business Communications Dedicated Promotion, (Cont'd.)

6.5.1 Outbound and Inbound Per Minute Rates:

Monthly Usage Commitment Level OPTION I/OPTION II	Per Minute Rates OPTION I/OPTION II
\$1,500.00/\$2,500.00	\$0.0500/\$0.0500
\$5,000.00/\$5,000.00	\$0.0500/\$0.0500
\$7,500.00/\$7,500.00	\$0.0500/\$0.0500
\$10,000.00/\$10,000.00	\$0.0500/\$0.0500
\$15,000.00/\$15,000.00	\$0.0500/\$0.0500
\$25,000.00/\$25,000.00	\$0.0500/\$0.0500
Switched Access Overflow - utilized when dedicated traffic overflows to the switched network. The Switched Access Overflow per minute rate is \$0.0950.	

6.5.2 Billing Increments

Each direct-dialed call and inbound toll free call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

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SECTION 6. PROMOTIONAL OFFERINGS (Cont'd)

6.5 Prime Business Communications Dedicated Promotion, (Cont'd.)

6.5.3 Travel Card Per Minute Rates

Customers subscribing to this promotional service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rate applies for all travel card calls placed within the State in addition to the per call surcharge listed below.

Per Minute Rate	Per Call Surcharge
\$0.1800	\$0.1500

6.5.4 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

6.5.5 Monthly 800/8XX Recurring Charge \$3.00/per 800 number

6.5.6 Directory Assistance \$1.40/per call charge

SECTION 6. PROMOTIONAL OFFERINGS (Cont'd)

6.6 Prime Business Communications Switched Promotion #2

Prime Business Communications Switched Promotion #2 is a promotional telecommunications service offering inbound, outbound and travel card services to business customers requiring presubscribed/switched access arrangements. This promotion is available through December 31, 1999. Customers are billed at the flat per minute rates listed below. (This promotional offering relates to Prime Business Communications Service, Section 4.50.)

6.6.1 Outbound and Inbound Per Minute Rate:

\$0.0700

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SECTION 6. PROMOTIONAL OFFERINGS (Cont'd)

6.6 Prime Business Communications Switched Promotion #2, (Cont'd.)

6.6.2 Billing Increments:

Each direct-dialed call and inbound toll free call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

6.6.3 Travel Card Per Minute Rates

Customers subscribing to this promotional service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rate applies for all travel card calls placed within the State in addition to the per call surcharge listed below.

Per Minute Rate	Per Call Surcharge
\$0.1800	\$0.1500

6.6.4 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

6.6.5 Monthly 800/8XX Recurring Charge \$3.00/per 800 number

6.6.6 Directory Assistance \$1.40/per call charge

SECTION 6. PROMOTIONAL OFFERINGS (Cont'd)

6.7 Prime Business Communications Switched Promotion #1

Prime Business Communications Switched Promotion #1 is a promotional telecommunications service offering inbound, outbound and travel card services to business customers requiring presubscribed/switched access arrangements. This promotion is only available through December 31, 1999. Customers are billed at per minute rates based on actual total Minimum Monthly Volume Usage Levels for switched access services for origination and termination of long distance calls. A Customer's Monthly Volume Usage Level is based on combined intrastate, interstate and international usage. (This promotional offering relates to Prime Business Communications Service, Section 4.50.)

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SECTION 6. PROMOTIONAL OFFERINGS (Cont'd)

6.7 Prime Business Communications Switched Promotion #1, (Cont'd.)

6.7.1 Outbound and Inbound Per Minute Rates:

Monthly Volume Usage Levels	Per Minute Rates
\$0 - \$199.99	\$0.0700
\$200.00 - \$499.99	\$0.0700
\$500.00/Over	\$0.0700

6.7.2 Billing Increments

Each direct-dialed call and inbound toll free call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

6.7.3 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rate applies for all travel card calls placed within the State in addition to the per call surcharge listed below.

Per Minute Rate	Per Call Surcharge
\$0.1800	\$0.1500

6.7.4 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

6.7.5 Monthly 800/8XX Recurring Charge \$3.00/per 800 number

6.7.6 Directory Assistance \$1.40/per call charge

SECTION 6. PROMOTIONAL OFFERINGS (Cont'd)

6.8 Prime Business Select Switched Promotion #2

Prime Business Select Switched Promotion #2 is a promotional telecommunications service offering inbound, outbound and travel card services to business customers requiring presubscribed/switched access arrangements. This promotion is available through December 31, 1999. Customers are billed at per minute rates based on actual total Monthly Volume Usage Levels for switched access services for origination and termination of long distance calls. A Customer's Monthly Volume Usage Level is based on combined intrastate, interstate and international usage. Customers subscribing to this service must commit to a minimum term of 12 months. In the event a Customer terminates service with the Company prior to the end of the 12-month Term Commitment Period, or in the event that the Company terminates service based on the Customer's default, the Customer will be responsible for paying a Termination Charge equal to \$100.00, multiplied by the number of months remaining in the Customer's agreed 12-month Term Commitment period. (This promotional offering relates to Prime Business Select Switched Service, Section 4.66.)

6.8.1 Outbound and Inbound Per Minute Rates

PER MINUTE RATES	
Monthly Volume Usage Levels	12 Month Term
\$0 - \$99.99	\$0.0700
\$100.00 - \$199.99	\$0.0700
\$200.00 - \$499.99	\$0.0700
\$500.00/Over	\$0.0700

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SECTION 6. PROMOTIONAL OFFERINGS (Cont'd)

6.8 Prime Business Select Switched Promotion #2, (Cont'd.)

6.8.2 Billing Increments

Each direct-dialed call and inbound toll free call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

6.8.3 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rate applies for all travel card calls placed within the State. A per call surcharge does not apply.

Per Minute Rate	Per Call Surcharge
\$0.2000	\$0.0000

6.8.4 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

6.8.5 Monthly 800/8XX Recurring Charge \$3.00/per 800 number

6.8.6 Directory Assistance \$1.40/per call charge

SECTION 6. PROMOTIONAL OFFERINGS (Cont'd)

6.9 Prime Business Select Switched Promotion #1

Prime Business Select Switched Promotion #1 is a promotional telecommunications service offering inbound, outbound and travel card services to business customers requiring presubscribed/switched access arrangements. This promotion is available through December 31, 1999. Customers are billed at per minute rates based on actual total Monthly Volume Usage Levels for switched access services for origination and termination of long distance calls. A Customer's Monthly Volume Usage Level is based on combined interstate, intrastate and international usage. Customers subscribing to this service must commit to a minimum term of 12 months. In the event a Customer terminates service with the Company prior to the end of the 12-month Term Commitment Period, or in the event that the Company terminates service based on the Customer's default, the Customer will be responsible for paying a Termination Charge equal to \$100.00, multiplied by the number of months remaining in the Customer's agreed 12-month Term Commitment period. (This promotional offering relates to Prime Business Select Switched Service, Section 4.66.)

6.9.1 Outbound and Inbound Per Minute Rates

PER MINUTE RATES	
Monthly Volume Usage Level	12 Month Term
\$0 - \$500.00	\$0.0700
\$501.00 - \$1,000.00	\$0.0700
\$1,001.00 - \$2,500.00	\$0.0700
\$2,501.00/Over	\$0.0700

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SECTION 6. PROMOTIONAL OFFERINGS (Cont'd)

6.9 Prime Business Select Switched Promotion #1, (Cont'd.)

6.9.2 Billing Increments

Each direct-dialed call and inbound toll free call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

6.9.3 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rate applies for all travel card calls placed within the State. A per call surcharge does not apply.

Per Minute Rate	Per Call Surcharge
\$0.2000	\$0.0000

6.9.4 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

6.9.5 Monthly 800/8XX Recurring Charge \$3.00/per 800 number

6.9.6 Directory Assistance \$1.40/per call charge

SECTION 6. PROMOTIONAL OFFERINGS (Cont'd)

6.10 Specialized Switched Promotion

Specialized Switched Promotion is a promotional telecommunications service offering inbound, outbound and travel card services to business customers requiring presubscribed/switched access arrangements. This promotion is available through December 31, 1999. Customers are billed at per minute rates based on actual total Monthly Volume Usage Levels for switched access services for origination and termination of long distance calls. Customers subscribing to this service must commit to a minimum term of 12 months. In the event a Customer terminates service with the Company prior to the end of the 12-month Term Commitment Period, or in the event that the Company terminates service based on the Customer's default, the Customer will be responsible for paying a Termination Charge equal to \$100.00, multiplied by the number of months remaining in the Customer's agreed 12-month Term Commitment period. A Customer's Monthly Usage Commitment Level is based on combined intrastate, interstate and international usage. (This promotional offering relates to Prime Business Select V, Section 4.39.)

6.10.1 Outbound and Inbound Per Minute Rates

PER MINUTE RATES	
Monthly Volume Usage Levels	12 Month Term
\$0 - \$500.00	\$0.0700
\$501.00 - \$1,000.00	\$0.0700
\$1,001.00 - \$2,500.00	\$0.0700
\$2,501.00/Over	\$0.0700

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SECTION 6. PROMOTIONAL OFFERINGS (Cont'd)

6.10 Specialized Switched Promotion, (Cont'd.)

6.10.2 Billing Increments

Each direct-dialed call and inbound toll free call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

6.10.3 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rate applies for all travel card calls placed within the State. A per call surcharge does not apply.

Per Minute Rate	Per Call Surcharge
\$0.2000	\$0.0000

6.10.4 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

6.10.5 Monthly 800/8XX Recurring Charge \$3.00/per 800 number

6.10.6 Directory Assistance \$1.40/per call charge

SECTION 6. PROMOTIONAL OFFERINGS (Cont'd)

6.11 Specialized Dedicated Promotion #1

Specialized Dedicated Promotion #1 is a promotional telecommunications service offering inbound, outbound and travel card services to business customers requiring dedicated access arrangements for voice transmission service types. This promotion is available through December 31, 1999. Customers subscribing to this service promotion must commit to a minimum term of 12 months and a Minimum Monthly Usage Commitment Level of \$2,500.00. The Customer's Monthly Usage Commitment Level is based on combined intrastate, interstate and international service. (This promotional offering relates to Prime Business Select II-Dedicated Service, Section 4.20.)

6.11.1 Outbound and Inbound Per Minute Rates

PER MINUTE RATES	
Monthly Usage Commitment Level	12 Month Term
\$2,500.00 - \$4999.99	\$0.0550
\$5,000.00/Over	\$0.0550
Switched Access Overflow - utilized when dedicated traffic overflows to the switched network. The Switched Access Overflow per minute rate is \$0.0950.	

6.11.2 Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Monthly Term Commitment Period or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Minimum Monthly Usage Commitment Level multiplied by the number of months remaining in the Monthly Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term agreement signed by the Customer at the initiation of service.

SECTION 6. PROMOTIONAL OFFERINGS (Cont'd)

6.11 Specialized Dedicated Promotion #1, (Cont'd.)

6.11.3 Deficiency Charge

In the event Customer's Monthly Usage does not meet the Minimum Monthly Usage Commitment Level in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Minimum Monthly Usage Commitment Level and the Customer's Actual Monthly Usage. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

6.11.4 Billing Increments

Each direct-dialed call and inbound toll free call completed will have an initial minimum of six (6) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

6.11.5 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rate applies for all travel card calls placed within the State. A per call surcharge does not apply.

Per Minute Rate	Per Call Surcharge
\$0.2000	\$0.0000

6.11.6 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

6.11.7 Monthly 800/8XX Recurring Charge \$2.00/per 800/8XX number

6.11.8 Directory Assistance \$1.40/per call charge

SECTION 6. PROMOTIONAL OFFERINGS (Cont'd)

6.12 Specialized Dedicated Promotion #2

Specialized Dedicated Promotion #2 is a promotional telecommunications service offering inbound, outbound and travel card services to business customers requiring access arrangements for both voice and data transmission type services. This promotion is available through December 31, 1999. Customers subscribing to this service must commit to a minimum term of 12 months and a Minimum Monthly Usage Commitment Level of \$1,500.00. The Customer's Monthly Usage Commitment Level is based on combined intrastate, interstate and international usage. (This promotional offering relates to Prime Business Select II - Dedicated Service, Section 4.20.)

6.12.1 Outbound and Inbound Per Minute Rates

PER MINUTE RATES	
Monthly Volume Usage Level	12 Month Term
\$1,500.00 - \$4999.99	\$0.0550
\$5,000.00/Over	\$0.0550
Switched Access Overflow - utilized when dedicated traffic overflows to the switched network. The Switched Access Overflow per minute rate is \$0.0950.	

6.12.2 Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Monthly Term Commitment Period or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Minimum Monthly Usage Commitment Level multiplied by the number of months remaining in the Monthly Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term agreement signed by the Customer at the initiation of service.

SECTION 6. PROMOTIONAL OFFERINGS (Cont'd)

6.12 Specialized Dedicated Promotion #2, (Cont'd.)

6.12.3 Deficiency Charge

In the event Customer's Monthly Usage does not meet the Minimum Monthly Usage Commitment Level in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Minimum Monthly Usage Commitment Level and the Customer's Actual Monthly Usage. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

6.12.4 Billing Increments

Each direct-dialed call and inbound toll free call completed will have an initial minimum of six (6) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

6.12.5 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rate applies for all travel card calls placed within the State. A per call surcharge does not apply.

Per Minute Rate	Per Call Surcharge
\$0.2000	\$0.0000

6.12.6 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

6.12.7 Monthly 800/8XX Recurring Charge \$2.00/per 800/8XX number

6.12.8 Directory Assistance \$1.40/per call charge