

NOSVA LIMITED PARTNERSHIP
d/b/a CierraCom Systems
Administrator of Tariffs
4380 Boulder Highway
Las Vegas, NV 89121
Issued: May 31, 2001

Idaho Price List

Original Page 1

Effective: June 11, 2001

TITLE SHEET

LONG DISTANCE TELECOMMUNICATIONS PRICE LIST

OF

NOSVA LIMITED PARTNERSHIP
d/b/a CIERRACOM SYSTEMS

Issued by:
Tariff Administrator
4380 Boulder Highway
Las Vegas, NV 89121

This price list, filed with the Idaho Public Utilities Commission, contains the rates, terms and conditions applicable to the Resale Telecommunications Services provided by NOSVA Limited Partnership d/b/a CierraCom Systems within the state of Idaho.

Idaho Public Utilities Commission
Office of the Secretary
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JUN 11 2001

Boise, Idaho

CHECK SHEET

Pages 1 through 80, inclusive, of this price list are effective as of the date shown. Original and revised pages, as named below, contain all changes from the original price list that are in effect on the date thereon, except as otherwise noted.

<u>Page</u>	<u>Revision Number</u>	<u>Page</u>	<u>Revision Number</u>
1	Original	41	First Revised
2	Twenty Ninth Revised*	42	First Revised
3	Original	43	Original
4	First Revised	44	Original
5	Original	45	First Revised
6	Original	46	First Revised
7	Original	47	First Revised
8	Original	48	First Revised
9	Original	49	First Revised
10	Original	50	Original
11	Original	51	Original
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13	Original	53	First Revised
14	Original	54	First Revised
15	Original	55	Fourth Revised
16	Original	55.1	Second Revised
17	Original	56	Original
18	Original	57	Sixteenth Revised*
19	Original	58	First Revised
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26	First Revised	64.1	Original
26.1	Original	65	Original
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28	Original	68	Original
29	Original	69	Original
30	First Revised	70	Original
31	Second Revised	71	Original
32	First Revised	72	Original
33	First Revised	73	Original
34	First Revised	74	Original
35	First Revised	75	Original
36	First Revised	76	Original
37	First Revised	77	Original
38	First Revised	78	Original
39	First Revised	79	Original
40	First Revised	80	Twelfth Revised*

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*Denotes pages included with this filing.

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SYMBOLS

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

C - Changed regulation.

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.

Z - Administrative Error

(N)

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PRICE LIST FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. 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 IPUC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.

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 price list filing is made with the IPUC, an updated Check Sheet accompanies the price list filing. The Check Sheet lists the sheets contained in the price list, with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by as asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

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Application of Price List

This price list contains the regulations and rates applicable to the provision of intrastate resale common carrier communications service by NOSVA Limited Partnership d/b/a CierraCom Systems within the State of Idaho.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to a NOSVA Limited Partnership d/b/a CierraCom Systems switching center or point of presence.

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

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

Bill Second - One-sixtieth of a minute.

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

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

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

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

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

Company or Carrier - NOSVA Limited Partnership d/b/a CierraCom Systems unless otherwise clearly indicated by the context.

Commission - The Idaho Public Utilities Commission.

Customer or End User - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

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

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

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

Holidays - The Company observes the following holidays: New Years Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

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

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

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

Minute of Use (MOU) - A minute of call usage (transport) measured by the total of applicable Call Units as defined herein.

Minimum Period - The minimum periods of time for which charges are incurred or to which billing time is rounded to meet the minimum billing period provided in this tariff expressed as Call Units.

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

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

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

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

Total Call Units (TCU) - The total number of applicable Call Units (Minimum, Incremental, Equivalent) billed in whole numbers and fractionally in tenths (e.g., .3, 1.2, and so forth) used to determine the charges necessary to recover the Carrier's transport and non-transport costs incurred in providing services pursuant to this tariff.

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

Transport Costs - Company's costs incurred to transport a call from the time of connection to disconnection, and synonymous with the terms "usage" and "duration."

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

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

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SECTION 2 - RULES AND REGULATIONS

2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate long distance resale telecommunications services between points within the State of Idaho.
- (A) The Company may, from time to time, offer various enhanced services and information services within the State of Idaho. Such services will be provided pursuant to contract and will not be governed by this tariff.
- (B) The Company may also, from time to time, offer switching and/or transmission to other telecommunications carriers, for resale to such companies' customers. The rates for any such services will be determined pursuant to contract, and Section 4 of this Tariff will not apply thereto.
- 2.1.2 The services of the Company are not part of a joint undertaking with any other telecommunications entity, but do involve the resale of the Intrastate Long Distance Message Toll Services (MTS) of underlying common carriers.
- 2.1.3 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.2 Use of Services

- 2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 The Company does not undertake to transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff in compliance with the rules and regulations of the Idaho Public Utilities Commission and paragraph 2.5.1 of this tariff.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 Liability of The Company

- 2.3.1** The Company's liability for damages arising from any failure of service shall not exceed an amount equivalent to the proportionate charge to the customer for the period during which the failure occurs.
- 2.3.2** The Company shall be indemnified and saved harmless by any customer, user or by any other entity against claims for libel, slander or the infringement of copyright arising from the material transmitted over its services; and against all other claims arising out of any act or omission of a customer or of any other entity in connection with the services provided by the Company.
- 2.3.3** The Company is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the services of the Company.
- 2.3.4** Acceptance by the Commission of the liability provisions contained in this tariff does not constitute its determination that the limitation of liability imposed by the Company should be upheld in a court of law, but the recognition that, as it is the duty of the courts to adjudicate negligence claims and rights to recover damages, therefore, so it is the duty of the courts to determine the validity of exculpatory provisions of this tariff.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 Liability of The Company (cont'd)

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

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

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 Liability of the Company (Cont'd)

2.3.7 RESERVED FOR FUTURE USE.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.4 Responsibilities of the Customer

- 2.4.1** The customer is responsible for placing any necessary orders; for complying with tariff regulations; and for assuring that users comply with tariff regulations. The customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the customer to Authorized Users. The customer is responsible for the payment of charges for all calls originated at the customer's premises utilizing the Company's services.
- 2.4.2** The customer is responsible for charges incurred for special construction and/or special facilities which the customer requests and which are ordered by the Company on the customer's behalf.
- 2.4.3** If required for the provision of the Company's services, the customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4** The customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the customer when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.4 Responsibilities of the Customer (cont'd)

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

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

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

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

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

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.4 Responsibilities of the Customer (cont'd)

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

2.5 Cancellation or Interruption of Services

2.5.1 The Company may discontinue service without incurring liability in accordance with and following proper notice pursuant the conditions summarized below:

- (A) With ten days written notice to the customer for noncompliance with utility or commission rules and regulations after a reasonable effort has been made to induce compliance.
- (B) Without prior notice when a dangerous condition exists on the customer's or applicant's premises. The Company must immediately notify the customer of the reason(s) service was disconnected and the corrective action necessary for service restoral.
- (C) With fifteen days written notice when a customer or applicant refuses or neglects to provide reasonable access to the premises.
- (D) The Company is not required to furnish service to any applicant when such applicant is indebted to the Company until such applicant pays the indebtedness.
- (E) Service may be discontinued or refused if the customer or applicant does not comply with state, municipal or other codes, rules and regulations applying to such service.
- (F) With five (5) days written notice (separate from the bill) for nonpayment of bills. The Company must make a reasonable effort to induce the customer to pay and shall not cut-off service before twenty (20) days after the mailing of the original bill.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 Cancellation or Interruption of Services (cont'd)

(G) Without notice for illegal use or theft of service pursuant to the rules and regulations of the Idaho Public Utilities Commission.

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

2.6 Contested Charges

Customer complaints and contested charges will be handled in accordance with the rules and regulations of the Idaho Public Utilities Commission. For consideration of any disputed charge, a user must submit in writing, in person or by telephone, to the Company, within 3 years of the date the bill is issued, the call details and the basis for any requested adjustment. The Company will promptly investigate and advise the user as to its findings and disposition, and their right of appeal to the Idaho Public Utilities Commission. Any undisputed charges must be paid on a timely basis.

2.7 Deposits

The Company does not require a deposit from the customer.

2.8 Taxes

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

2.9 Late Payment Charge

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

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.10 Customer Inquiries and Complaints

2.10.1 Customer inquiries regarding service or billing may be made in writing or by telephone to COMPANY's Customer Service Department at the following address: NOSVA Limited Partnership 4380 Boulder Highway, Las Vegas, NV 89121.

2.10.2 Any unresolved disputes may be directed to the attention of the Idaho Public Utilities Commission, 472 W. Washington Street, Boise, ID 83792 or dial toll free (800) 432-0369.

2.10.3 Reserved for Future Use

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.11 General Customer Eligibility Requirements

Company offers service to all persons and/or entities which meet the following general eligibility requirements. Additional eligibility requirements may apply for specific services and will be described and prescribed in the sections of this tariff applicable to each service offering based on specific eligibility requirements in addition to those following.

2.11.1 Non-Payment of Charges

At any time within the two years prior to ordering service from Company, customer may not have had its account with another telecommunications service provider canceled for non-payment of charges.

2.11.2 Timely Payment of Charges

At any time within the twelve (12) months prior to ordering service from Company, customer may not have had any history of late payment charges for services provided by another telecommunications service provider.

2.11.3 No History of Delinquencies

Presently, or at any time during a previous service period with Company or any commonly-owned telecommunication service provider, Customer may not have had or have any delinquencies in payment of applicable charges.

2.11.4 Creditworthiness

Prior to and at all times during service terms, customer must have and maintain credit worthiness determined to be satisfactory to Company in its sole and absolute discretion.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.12 Service Cancellation, Discontinuance and Termination

Subject to and to be construed consistent with section 2.5, preceding, and under applicable circumstances as set forth following, Company's services may be canceled, temporarily or permanently discontinued or terminated without liability of any kind to customer or any third party. Company's right to cancel, discontinue and/or terminate a service or services applies equally to and/or may in Company's discretion be limited to new orders for or modifications to existing service, new service orders, modifications of services yet to be commenced or other service circumstances.

2.12.1 Definitions

A service or services are considered "canceled" when the Company determines not to provision service prior to commencement of that service.

A service or services are considered to be "temporarily discontinued" when Company determines to suspend service or services for a period of time during which the causes underlying the suspension of service are investigated to determine whether a service or services may be reinstated consistent with this tariff and/or applicable law and/or regulation. Temporary discontinuances may not exceed thirty days, unless good cause is shown. At the end of the applicable period of temporary discontinuance, e.g., 30 days, service must be reinstated according to the original terms and conditions applicable to said service or services as set forth in this tariff.

A service or services are considered to be "permanently discontinued" when Company is unable to determine within the applicable period of temporary discontinuance that the service or services cannot be reinstated according to the original terms and conditions applicable to said service or services as set forth in this tariff.

A service or services are considered "terminated" when Company ceases to provision the service or services for a customer or class of customers or determines that offering the service or services is no longer warranted because customer demand for the service or services has fallen below the level needed to maintain the service or services on a cost effective or operationally practical basis or both.

2.12.2 Cancellation

2.12.2.1 A specific service or any combination of multiple services may be canceled if Company determines the customer's service profile does not meet the eligibility requirements applicable to the service or services under this tariff. Company will provide written notice of the cancellation in accordance with the Idaho Public Utilities Commission's Customer Service Rules.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

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

2.12.2 Cancellation (Cont'd)

2.12.2.2 A specific service or any combination of multiple services may be canceled if Company determines that the customer has a history of late payments, payment delinquencies, a poor credit rating, or a history of disputed billings with Company or other telecommunications service providers. Company will provide written notice of the cancellation in accordance with the Idaho Public Utilities Commission's Customer Service rules.

2.12.2.3 A specific service or any combination of multiple services may be canceled if Company determines that the customer's representative did not have the authority to order the service or services, fails to provide proof satisfactory to Company that such authority was delegated to the person claiming to represent the customer, or Company determines by any means that the person misrepresented his or her authority on behalf of customer. Company will provide written notice of the cancellation in accordance with the Idaho Public Utilities Commission's Customer Service rules.

2.12.3 Temporary Discontinuance

2.12.3.1 A specific service or any combination of multiple services may be temporarily discontinued if Company determines that circumstances exist which if shown to be true would cause the continuation of the service or services to violate any term or provision of this tariff, any applicable law or regulation, or result in unlawful, abusive, fraudulent, or harassing use or an invasion of another's privacy. Company will provide reasonable advance written notice in accordance with the Idaho Public Utilities Commission's Customer Service rules of any temporary discontinuance; provided that Company may institute a temporary discontinuance without prior notice when Company determines such action is necessary in the public interest, to avoid a possible violation of law, this tariff, or governing regulations or in any circumstance where the rights of a third party may be threatened with substantive harm or damage.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

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

2.12.3 Temporary Discontinuance (Cont'd)

2.12.3.2 A specific service or any combination of multiple services may be temporarily discontinued upon written notice in accordance with the Idaho Public Utilities Commission's Customer Service rules if Company determines that a customer's monthly usage exceeds or is projected in any of the next three succeeding billing cycles to exceed customer's estimated usage provided prior to commencement of service by \$500, and customer, having been notified of its unexpected level of usage, and requested to provide specific security for payment of charges, fails to confirm in writing customer's acknowledgment and agreement to the tariffed charge applicable to customer's service or services and provide Company, in Company's sole discretion, subject to compliance with state law and regulation, with either a deposit or an advance payment as duly tariffed herein, in any case, such deposit or advance payment must be provided Company by wire transfer pursuant to banking instructions provided by Company.

2.12.3.3 A specific service or any combination of multiple services may be temporarily discontinued upon written notice in accordance with the Idaho Public Utilities Commission's Customer Service rules if Company determines that customer's most recent payment was remitted without sufficient funds to cover the then outstanding charges and any arrearage, and customer, having been notified of its insufficient funds, fails to confirm in writing customer's acknowledgment and agreement to the tariffed charges applicable to customer's service or services and provide Company, in Company's sole discretion, subject to compliance with state law and regulation, with either a deposit or an advance payment as duly tariffed herein.

2.12.3.4 A specific service or any combination of multiple services may be temporarily discontinued upon written notice in accordance with the Idaho Public Utilities Commission's Customer Service rules if customer has not paid the charges for services rendered within thirty (30) days of invoice date and Company determines that customer has or will refuse to pay the invoiced tariffed charges other than for legitimate unresolved disputes about the charges. For purposes of this section, legitimate disputes over charges do not include -

2.12.3.4.1 Disputes arising from Company's billing and collection of government imposed surcharges, fees, assessments, taxes or other similar charges for which Company is not the originator;

2.12.3.4.2 Disputes arising from Company's bill presentation format;

SECTION 2 - RULES AND REGULATIONS (Cont'd)

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

2.12.3 Temporary Discontinuance (Cont'd)

- 2.12.3.4.3 Disputes arising from Company's rate structure;
- 2.12.3.4.4 Disputes arising from any cause not related to miscalculations of charges for services rendered; disputes over the services themselves as to quality, reliability, or "as ordered" correctness; and/or
- 2.12.3.4.5 Customer's dispute of the correctness of Company's determination to reject customer's original "legitimate" dispute of Company's charges.

2.12.4 Permanent Discontinuance

A specific service or any combination of multiple services may be permanently discontinued if Company is unable to determine within the applicable period of temporary discontinuance as provided for in section 2.12.3.4, preceding, that the service or services may be reinstated according to the original terms and conditions applicable to said service or services as set forth in this tariff; or the causes giving rise to the temporary discontinuance in the first instance have not been resolved permitting reinstatement of service on the terms and conditions applicable prior to temporary discontinuance of service. Company will provide prior written notice of permanent discontinuance within a reasonable time, not to exceed five (5) business days once Company determines permanent discontinuance is required.

2.12.5 Termination

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

- 2.12.5.1 The circumstances giving rise to Company's determination to cancel, temporarily discontinue or permanently discontinue a service or any combination of multiple services are determined by Company to be immune to positive changes or improvement.
- 2.12.5.2 The offering of the service or services is no longer warranted because customer demand for the service or services has fallen below the level needed to maintain the service or services on a cost effective or operationally practical basis or both.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

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

2.12.5 Termination (Cont'd)

2.12.5.3

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

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

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

Boise, Idaho

2.12.6 Service Term Commitments

- 2.12.6.1 Termination Charges - Discontinuance Before Expiration.** Should customer discontinue service before the expiration of any term commitment specified in this tariff, customer shall be liable for termination charges as specified in the term commitment.
- 2.12.6.2 90-Day Term Agreement** – In consideration for the value of various promotional offerings granted to certain new customers, such customers may elect to be subject to a 90-Day Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by three (3) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination. Customer's 90-Day Term Agreement will automatically renew for subsequent additional 90-Day terms unless customers cancel their account within 30 days of completion of the current term.
- 2.12.6.3 6-Month Term Agreement** – In consideration for the value of various promotional offerings granted to certain new customers, such customers may elect to be subject to a 6-Month Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by six (6) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination. Customer's 6-Month Term Agreement will automatically renew for subsequent additional 6-Month terms unless customers cancel their account within 30 days of completion of the current term.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

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

2.12.6 Service Term Commitments (Cont'd)

2.12.6.4 1-Year Term Agreement – In consideration for a guarantee, granted to certain new customers, that a customer's long distance Interstate and Intrastate/IntraLata usage rates will not increase during the Agreement term, such customers may elect to be subject to a 1-Year Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by twelve (12) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination.

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

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.13 Limitations of Actions

- 2.13.1** All actions at law or in equity, and/or all complaints to regulatory authorities against Company for the recovery of damages and/or seeking mandates requiring the Company to take action or to cease any action which is not based on tariffed charges shall be begun within three years from the time the cause of action accrues and not after. Commencement of an action or complaint does not relieve Customer's duties to pay Company's charges.
- 2.13.2** All actions at law or in equity, and/or all complaints to regulatory authorities against Company for the recovery of overcharges based on tariffed rates shall be begun within three year from the time the cause of action accrues and not after, except that if a claim for the overcharge has been presented in writing to Company within the three-year period of limitation, said period shall be extended to include one year from the time the notice in writing is given by the Company to the claimant of disallowance of the claim, or any part or parts thereof, specified in such notice. Commencement of an action or complaint does not relieve Customer's duties to pay Company's charges.
- 2.13.3** All actions at law by Company for recovery of its lawful charges, or any part thereof, shall be begun within three years from the time the cause of action accrues, and not after. If on or before the period of limitation in sections 2.13.1 or 2.13.2, preceding, Company begins action under this section for recovery of lawful charges in respect to the same service, or, without beginning action, collects charges in respect if that service, said period of limitation shall be extended to include ninety (90) days from the date such action is begun or such charges are collected by Company.
- 2.13.4** The term "overcharges" as used in this section shall be deemed to mean charges for services in excess of those applicable to such service or services under the Company's schedules of charges lawfully on file with the Commission.

2.14 Resolution of Disputes

- 2.14.1** The Idaho Public Utilities Commission shall have the authority to investigate and resolve complaints made by subscribers to telecommunication services which are subject to the provisions of Idaho Statute Title 62, Chapter 62-616, which concern the quality and availability of local exchange service, or whether price and conditions of service are in conformance with filed tariffs or price lists, deposit requirements for such service or disconnection of such service by telephone corporations subject to the provisions of Chapter 62-616. The commission may, by order, render its decision granting or denying in whole or in part the subscriber's complaint or providing such other relief as is reasonable based on the evidence presented to the commission at the hearing. Any final order of the commission entered pursuant to this section may be enforced against any telephone corporation by an affected person or by the commission. (C)
- All disputes, not resolved pursuant to the Idaho Statute Title 62 procedure outlined above, concerning or affecting any service, rating of services, transfer of service, payments on account, credits, promotions, special offers or services, or any action or service of Company and/or its agents and/or any billing, bills, invoices, or statements of accounts shall be resolved through binding arbitration. Arbitration of disputes, whether raised by the Company or by the Customer, shall resolve all issues between the Company and the Customer, and shall not involve any form of class or collective arbitration nor any form whatsoever of class action lawsuit. A dispute occurs when the customer fails to pay an invoice or contests it for any reason associated with the ordering, installation, provisioning, maintenance, repair, interruption, restoration or termination of any service or facility offered under this Tariff. Once a dispute, not resolved pursuant to the Idaho Statute Title 62 procedure outlined above is raised, arbitration is mandatory, and counterclaims may be asserted. The arbitration shall be administered by the neutral third party administrator (Administrator) jointly chosen by the customer and Company and shall be conducted under rules and procedures normally followed for arbitrations conducted in this country. As a condition of service under this Tariff, and as disclosed in the customer authorization for service (LOA), any dispute, not resolved pursuant to the Idaho Statute Title 62 procedure outlined above, or any counterclaims in response to such a dispute shall be governed by such arbitration rules and procedures. (C)

- 2.14.2** Nothing herein precludes the IDPUCs' authority to resolve disputes.

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Administrator of Tariffs
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SECTION 3 - EXPLANATION OF RATES

3.1 General Description of Services

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

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SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements

- 3.2.1** Long distance usage charges are based on the usage of the Company's network. The Company will determine that a call has been established through industry standard answer detection methods, including hardware answer detection.
- 3.2.2** Chargeable time for a call ends upon disconnection by either party.
- 3.2.3** Charges for calls are based on usage of the Company's network (transport) and the related non-transport functions including without limitation, installation/account set up, general and account administration, regulatory fees, and other costs.
- 3.2.4** Charges for a call are determined by adding all applicable Call Units as defined in this tariff - Minimum/Initial, Incremental and Equivalent to obtain Total Call Units and are in lieu of additional surcharges, the imposition of minimum service terms or other special charges, unless expressly set forth in this tariff.

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SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

3.2.5 Reserved for Future Use.

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3.2.6 Reserved for Future Use.

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3.2.7 Reserved for Future Use.

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Boise, Idaho

SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

3.2.8 Call Unit Calculations

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

TABLE 1 - Calls of a Minute or Less

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

* calls are subject to an 18-second minimum.

TABLE 2 - Calls in Minutes

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

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

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3.2 Rate Elements (Cont'd)

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3.2 Rate Elements (Cont'd)

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SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

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

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

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SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

3.2.11 Rounding

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

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

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3.2 Rate Elements (Cont'd)

3.2.12 Reserved for Future Use.

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3.2.12 Reserved for Future Use.

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3.2 Rate Elements (Cont'd)

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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

3.3 Calculation of Distance

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

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

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

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

Step 3 - Square the differences obtained in Step 2.

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

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

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

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

3.4 Rating Periods

The appropriate rates apply for day, evening and night/weekend calls based on the following chart.

Times	Mon	Tues	Wed	Thur	Fri	Sat	Sun
9:00 am to 4:00 pm	Daytime Period						
4:01 pm to 10:59 pm	Evening Period						Eve.
11:00 pm to 8:59 am	Night/Weekend Period						

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

Times	Mon	Tues	Wed	Thur	Fri	Sat	Sun
9:00 am to 3:59 pm	Peak/Business Day Period						
4:00 pm to 8:59 am	Non-Peak/Non-Business Day Period						

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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

3.5 Telecompetitive Service Offerings ("TSOs")

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

- 3.5.1 TSOs will comply with the Carrier's net revenue test which is founded on established economic principles ensuring above-cost pricing.
- 3.5.2 A customer or potential customer which is similarly situated may request service under a new or previously tariffed TSO. To qualify as a similarly situated customer for purposes of this Section, the customer seeking the TSO must demonstrate the existence of circumstances substantially and materially like those which justified the TSO as tariffed.
- 3.5.3 An existing customer or potential customer unable to demonstrate being similarly situated under a tariffed TSO may, nonetheless, be able to qualify for a different or new TSO tailored to that customer's circumstances.
- 3.5.4 TSOs are available for all rates published in this Tariff.
- 3.5.5 Whenever a customer's competitive offer entails a rate which is not at the time offered by the Company, a specifically responsive competitive rate (RCR) matching that otherwise available from the competitive offering shall be tariffed in Section 4, following.

3.6 Benchmark Rates

Certain rates set forth in Section 4 of this tariff are "benchmarked," that is, keyed to a customer's monthly revenue volume and/or term commitments. Customers whose monthly revenue volume and/or term commitments do not meet the applicable benchmark(s) may obtain the benchmarked rate pursuant to Section 3.5 preceding.

SECTION 4 - DESCRIPTION OF SERVICES & RATES

4.1 CierraCom Systems Plan Services & Rates

Company offers the following CierraCom Systems rate plan. Company's standard tariff rate methodology applies in each invoice under this plan. The provisions of Section 3.2 preceding and Section 4.3 following apply. The CierraCom Systems Rate Plan Rates are follows:

4.1.1 Basic Q Rate Plan

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

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0825	\$0.0275
Off-Peak/Non-Business Day	\$0.0825	\$0.0275

4.1.2 Classic Q Rate Plan

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

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0678	\$0.0226
Off-Peak/Non-Business Day	\$0.0678	\$0.0226

4.1.3 Classic 2 Rate Plan

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

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0597	\$0.0199
Off-Peak/Non-Business Day	\$0.0597	\$0.0199

4.1.4 Classic 1 Rate Plan

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

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0567	\$0.0189
Off-Peak/Non-Business Day	\$0.0567	\$0.0189

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d/b/a CierraCom Systems

Administrator of Tariffs

4380 Boulder Highway

Las Vegas, NV 89121

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SECTION 4 - DESCRIPTION OF SERVICES & RATES

4.1 CierraCom Systems Plan Services & Rates (Cont'd)

4.1.5 Universal Rate Plan

(T)

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

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0537	\$0.0179
Off-Peak/Non-Business Day	\$0.0537	\$0.0179

4.1.6 Prime 2 Rate Plan

(T)

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

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

4.1.7 Prime 1 Rate Plan

(T)

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

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

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Boise, Idaho

SECTION 4 - DESCRIPTION OF SERVICES & RATES

4.1 CierraCom Systems Plan Services & Rates (Cont'd)

4.1.8 Super 1 Rate Plan

Super 1 rates are provided to customers whose minimum monthly interstate usage is over \$35.00 at the following rates:

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

4.1.9 Super 2 Rate Plan

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

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0327	\$0.0109
Off-Peak/Non-Business Day	\$0.0327	\$0.0109

4.1.10 Cairo 1 Rate Plan

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

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0327	\$0.0109
Off-Peak/Non-Business Day	\$0.0327	\$0.0109

4.1.11 Cairo 2 Rate Plan

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

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

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SECTION 4 - DESCRIPTION OF SERVICES & RATES

4.1 CierraCom Systems Plan Services & Rates (Cont'd)

4.1.12 Limited-Class Switched Rates

(T)

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

(T)

A. X-1 Rate Plan

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

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

B. X-2 Rate Plan

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

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0327	\$0.0109
Off-Peak/Non-Business Day	\$0.0327	\$0.0109

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Boise, Idaho

NOSVA LIMITED PARTNERSHIP
d/b/a CierraCom Systems
Administrator of Tariffs
4380 Boulder Highway
Las Vegas, NV 89121
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Idaho Price List

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SECTION 4 - DESCRIPTION OF SERVICES & RATES

4.2 Rates for Calls Terminated to a Mobile Phone or Pager

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

Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
\$0.0657	\$0.0219

4.3 Rates for Calling Cards

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

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0918	\$0.0306
Off-Peak/Non-Business Day	\$0.0825	\$0.0275

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Boise, Idaho

SECTION 4 - DESCRIPTION OF SERVICES & RATES

4.4 Graduated Rate Categories

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

Table 1

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

4.4.1 Any Rate Category I-IX customers in service on or before July 15, 2008, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories, effective for all calls on or after October 15, 2008, that are reflected on invoices rendered on or after November 15, 2008. (C/I)

4.4.2 Any Rate Category X customers in service on or before July 15, 2008, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted to Rate Category XI, effective for all calls on or after October 15, 2008, that are reflected on invoices rendered on or after November 15, 2008. (C/I)

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SECTION 4 - DESCRIPTION OF SERVICES & RATES

4.5 Calling Card "Bong" Charge

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

4.6 Directory Assistance Rate per call: \$1.25

(I)

4.7 Miscellaneous Charges

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

Per Call
\$0.69

(I)

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SECTION 4 - DESCRIPTION OF SERVICES & RATES

4.8 CierraCom Systems Service Customer Loyalty Plans

4.8.1 General Terms and Conditions

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

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

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NOSVA LIMITED PARTNERSHIP
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SECTION 4 - DESCRIPTION OF SERVICES & RATES

4.8 CierraCom Systems Service Customer Loyalty Plans (Cont'd)

4.8.1 General Terms and Conditions (Cont'd)

- C. An existing customer or potential customer unable to demonstrate being similarly situated under a tariffed CLP may, nonetheless, be able to qualify for a different or new CLP tailored to that customer's circumstances.
- D. CLPs are available for all published rates.
- E. Whenever a customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Section 4.
- F. All of the conditions set forth above must exist in order to qualify for the following Customer Loyalty Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Loyalty Plans.

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Boise, Idaho

SECTION 4 - DESCRIPTION OF SERVICES & RATES

4.8 CierraCom Systems Service Customer Loyalty Plans (Cont'd)

4.8.2 Customer Loyalty Plan I

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

- A. For each five invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive five-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- B. Eligibility. To be eligible for the 6th invoice free bonus, each customer must:
- have initiated service under CierraCom Systems Service;
 - have current usage which exceeds the established minimum monthly usage levels for the applicable CierraCom Systems Service;
 - have no record of nonpayment in any of the preceding consecutive five-month period of service;
 - have received five consecutive and uninterrupted invoices over the preceding five-month period;
 - have selected the 6th invoice free bonus incentive prior to the first day in the period of service covered by customer's fifth invoice; and
 - pay all charges rendered in customer's fifth invoice in excess of the amount of the applicable credit as calculated under Section 4.8.2.A preceding.

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SECTION 4 - DESCRIPTION OF SERVICES & RATES

4.8 CierraCom Systems Service Customer Loyalty Plans (Cont'd)

4.8.3 Customer Loyalty Plan II

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

- A. For each eight invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive eight-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- B. Eligibility. To be eligible for the 9th invoice free bonus, each customer must:
- have initiated service under the CierraCom Systems Service;
 - have current usage which exceeds the established minimum monthly usage levels for the applicable CierraCom Systems Service;
 - have no record of nonpayment in any of the preceding consecutive eight-month period of service;
 - have received eight consecutive and uninterrupted invoices over the preceding eight-month period;
 - have selected the 9th invoice free bonus incentive prior to the first day in the period of service covered by customer's eighth invoice; and
 - pay all charges rendered in customer's eighth invoice in excess of the amount of the applicable credit as calculated under Section 4.8.3.A preceding.

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SECTION 4 - DESCRIPTION OF SERVICES & RATES

4.8 CierraCom Systems Service Customer Loyalty Plans (Cont'd)

4.8.4 Customer Loyalty Plan III

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

- A. For each twelve invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive twelve-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- B. Eligibility. To be eligible for the 13th invoice free bonus, each customer must:
- have initiated service under the CierraCom Systems Service;
 - have current usage which exceeds the established minimum monthly usage levels for the applicable CierraCom Systems Service;
 - have no record of nonpayment in any of the preceding consecutive twelve-month period of service;
 - have received twelve consecutive and uninterrupted invoices over the preceding twelve-month period;
 - have selected the 13th invoice free bonus incentive prior to the first day in the period of service covered by customer's twelfth invoice; and
 - pay all charges rendered in customer's twelfth invoice in excess of the amount of the applicable credit as calculated under Section 4.8.4.A preceding.

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SECTION 4 - DESCRIPTION OF SERVICES & RATES

4.8 CierraCom Systems Service Customer Loyalty Plans (Cont'd)

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

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

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

4.8.6 Non-Voice Communications

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

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SECTION 4 - DESCRIPTION OF SERVICES & RATES

4.8 CierraCom Systems Service Customer Loyalty Plans (Cont'd)

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

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

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

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

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

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SECTION 4 - DESCRIPTION OF SERVICES & RATES

4.9 CierraCom Systems Advantage Card Service (ACS)

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in Section 4.11.1 following. Each ACS customer who maintains its eligibility is entitled to free calling card calling equal to 30% of the average monthly charges incurred for the ACS customer's non-calling card calling beginning with customer's 2nd invoice following customer commencement of service as an ACS customer ("Total Calling Advantage").

4.9.1 Eligibility

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

4.9.2 Limitations and Disclaimers

- A. ACS is offered only in conjunction with Company's interstate and international companion ACS offerings as tariffed with the FCC.
- B. The ACS Total Calling Advantage will be reflected in customer's second invoice following commencement of ACS service.
- C. ACS Calling Advantages are not available with any other promotional offering, or any "save/winback" program offered by Company except as provided in E following.
- D. Each month's ACS Total Calling Advantage is noncumulative (cannot be carried over to any following month or otherwise accumulated).

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SECTION 4 - DESCRIPTION OF SERVICES & RATES

4.9 CierraCom Systems Advantage Card Service (ACS) (Cont'd)

4.9.2 Limitations and Disclaimers (Cont'd)

- E. Subject to and in accordance with the provisions of Section 3.1.1 preceding and the eligibility requirements of Section 4.9.1 preceding, ACS service may be offered to counter a competitive offer that would cause or has caused any customer to select another carrier for its services, that is, ACS service may be offered to "save" or "winback" such customers; provided that at the time customer is "saved" or "wonback," customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required by Section 4.9.1 preceding.
- F. An ACS customer whose service is terminated for cause or which voluntarily terminates Company's service forfeits all unused credits.

4.9.3 Reinstatement

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

4.9.4 Rates

The rates in Section 4.3 preceding apply to the CierraCom Systems ACS service.

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SECTION 4 - DESCRIPTION OF SERVICES & RATES

4.10 Customer Advantage Plans ("CAPs")

4.10.1 General Terms and Conditions

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

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

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SECTION 4 - DESCRIPTION OF SERVICES & RATES

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

4.10.1 General Terms and Conditions (Cont'd)

- C. An existing customer or potential customer unable to demonstrate being similarly situated under a tariffed CAP may, nonetheless, be able to qualify for a different or new CAP tailored to that customer's circumstances.
- D. CAPs are available for all published rates.
- E. Whenever a customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Section 4.
- F. All of the conditions set forth above must exist in order to qualify for the following Customer Advantage Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments, may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Advantage Plans.
- G. To receive the Invoice Free CAPs pursuant to Section 4.10.2 through and including Section 4.10.6 following, a customer must call Customer Care before the issuance date of each credit bearing invoice to verify customer eligibility, except as otherwise provided following.

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SECTION 4 - DESCRIPTION OF SERVICES & RATES

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

4.10.2 Customer 6th and 12th Invoice Advantage Plan

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

- A. For each five and immediately succeeding six additional invoices of consecutive uninterrupted service (total of 11 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding customer's 6th invoice and for the consecutive eleven-month period preceding customer's 12th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- B. Eligibility. To be eligible for the 6th and 12th invoice free bonuses, each customer must:
- have initiated service;
 - have current usage which exceeds the established minimum monthly usage levels for the applicable service;
 - have no record of nonpayment in any of the preceding consecutive monthly qualifying periods (5 and 11 months) of service;
 - have received first five, then six additional consecutive and uninterrupted invoices over the preceding eleven-month period;
 - have selected the 6th and 12th invoice free bonus incentives prior to the first day in the period of service covered by customer's fifth invoice; and
 - pay all charges rendered in customer's fifth and related eleventh invoice in excess of the amount of the applicable credits as calculated under Section 4.10.2.A preceding.

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SECTION 4 - DESCRIPTION OF SERVICES & RATES

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

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

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

- A. For each five and immediately succeeding four and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 13 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding customer's 6th invoice, for the consecutive nine-month period preceding customer's 10th invoice, and for the consecutive thirteen month period preceding customer's 14th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- B. Eligibility. To be eligible for the 6th, 10th, and 14th invoice free bonuses, each customer must:
- have initiated service;
 - have current usage which exceeds the established minimum monthly usage levels for the applicable service;
 - have no record of nonpayment in any of the preceding consecutive monthly qualifying periods (5, 9, and 13 months) of service;
 - have received first five, nine, and then thirteen additional consecutive and uninterrupted invoices over the preceding thirteen-month period;
 - have selected the 6th, 10th, and 14th invoice free bonus incentives prior to the first day in the period of service covered by customer's fifth invoice; and
 - pay all charges rendered in customer's fifth and related ninth and thirteenth invoice in excess of the amount of the applicable credits as calculated under Section 4.10.3.A preceding.

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SECTION 4 - DESCRIPTION OF SERVICES & RATES

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

4.10.4 Customer S&W Prepaid Advantage Plan

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

Table

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

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

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SECTION 4 - DESCRIPTION OF SERVICES & RATES

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

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

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

<u>Minimum Call Unit</u>	<u>Incremental Call Unit</u>
<u>@ 60 seconds or Fraction</u>	<u>@ 60 seconds or Fraction</u>
\$0.306	\$0.306

- B. Availability. Company's S&W Card service promotion is available on and after May 1, 2001, until November 1, 2001 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.
- C. Limitations. Company reserves the right to withdraw and/or terminate this plan at any time prior to its sunset date; provided that any customer which has received an S&W Card prior to the sunset date or Company's discretionary withdrawal of S&W Card plan shall receive service until its S&W Card calling capacity is exhausted by use or by the specified usage deadline. Each S&W Card expires ninety (90) days from date of activation (the specified usage deadline).
- D. Second S&W Card Availability. An additional S&W Card(s) in the qualifying denomination of the customer as listed in Section 4.10.4 preceding will be made available.

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SECTION 4 - DESCRIPTION OF SERVICES & RATES

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

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

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

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

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SECTION 4 - DESCRIPTION OF SERVICES & RATES

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

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

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

- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no 90-day or older outstanding unpaid balance, and no 60-day or older outstanding unpaid balance equal to or greater than \$50.00;
- have received first five, eight, twelve, eighteen, twenty-one, and then twenty-five additional consecutive and uninterrupted invoices over the preceding twenty-five month period;
- have selected the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonus incentives prior to the first day in the period of service covered by customer's fifth invoice; and
- pay all charges rendered in customer's fifth and related eighth, twelfth, eighteenth, twenty-first, and twenty-fifth invoice in excess of the amount of the applicable credits as calculated under Section 4.10.5.A preceding.
- contact Company's Customer Care Department to confirm eligibility and to activate the Promotion. A customer must contact Customer Care prior to the last day in the period of service covered by customer's fifth invoice in order to receive all six invoice credits. A customer who meets and continues to meet all other Eligibility requirements except that it does not contact Customer Care to activate the promotion until a date subsequent to the last day in the period of service covered by customer's fifth invoice, will receive all credits on specified invoices (9th, 13th, 19th, 22nd, and 26th) generated by Company after the required contact with Customer Care is made, but will not retroactively receive a credit for any specified invoice already generated by Company.

Example: A customer that meets all other eligibility requirements, except that it does not contact Customer Care prior to the last day in the period of service covered by customer's fifth invoice to activate the promotion, calls Customer Care to activate the promotion two weeks later. The customer will receive credits calculated according to Section 4.10.5.A preceding for the 9th, 13th, 19th, 22nd, and 26th invoices; the customer will not retroactively receive the 6th invoice credit to which it would otherwise have been entitled.

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NOSVA LIMITED PARTNERSHIP
d/b/a CierraCom Systems
Administrator of Tariffs
4380 Boulder Highway
Las Vegas, NV 89121
Issued: May 31, 2001

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SECTION 4 - DESCRIPTION OF SERVICES & RATES

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

4.10.6 Customer "Welcome Aboard" Advantage Plan

For new customers who meet the eligibility requirements of Section 4.10.1 preceding, the Company will waive the ECU rate component during Business Day hours only, and for 1+ and toll free access calls only, for the first and second invoices within the regular billing cycle. Company's standard tariff rate methodology applies from and after the third invoice.

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SECTION 4 - DESCRIPTION OF SERVICES & RATES

4.11 Service Term Invoice Free Credit

New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 4.11.2 shall receive the Service Term Invoice Free Credit.

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

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

- A. Have initiated service under an CierraCom Systems Service Plan;
- B. Have current usage which exceeds the established minimum monthly usage levels for the applicable CierraCom Systems Service Plan;
- C. Have no record of nonpayment, delinquencies or issues of credit worthiness;
- D. Have received five months of consecutive and uninterrupted service preceding each credit invoice;
- E. Have selected this Service Term Invoice Free Credit at the initiation of service or at any time during the first five service months but not later than the first day of service in the fifth month; and,
- F. Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 4.11.1 preceding.

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4.12 20% Credit Every 6 Months

Company will offer the following to new business customers and existing business customers who qualify as a "save" or "winback" customer whose service plan calculates charges by Total Cal Units (TCUs):

- To receive the benefits, eligible customers must call a Company Customer Care Representative.
- Eligible customers will accrue a 20 percent credit on intrastate usage for direct Dial "1" and toll free calls, equal to the customer's charges during the preceding 5-month's usage, to be applied to the customer's 6-month invoice. The 20 percent credit will be applied to the customer's account once every 6 months so long as the subscriber remains a Company customer during each 6-month period, or they will forfeit all benefits.
- Credits will not apply to calls made to Directory Assistance, taxes, access fees, or other fees and assessments, and may not be combined with any other credits, promotions, or offers except promotional debit cards, referral credits, and the free minutes offers.
- Customers will not receive credit if the customer has a 60-day outstanding balance of \$50 or greater.

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SECTION 4 - DESCRIPTION OF SERVICES & RATES

4.13 1st and 3rd Invoice Credit

For new customers and those qualifying as save or winback customers, and who meet the eligibility requirements of Section 4.13.1 following, a credit equal to customer's monthly Total Call Unit charges in the first and third invoices (exclusive therefore of fees, taxes, surcharges, assessments or other non-TCU charges - "Qualifying Charges"). The credit will issue with the first and third invoices in the form of that number of pre-paid calling cards at a \$50.00 denomination that equals the total of the customer's Qualifying Charges for the first and third invoices. A customer's Qualifying Charges will be rounded up to that number of \$50.00 pre-paid cards that equals or exceeds the totals of Qualifying Charges in customer's first and third invoices. For example, if a customer's Qualifying Charges in the first invoice total \$125.00, three pre-paid \$50.00 calling cards (a total of \$150.00) would be provided and remain activated until fully decremented.

4.13.1 Eligibility

To be eligible for the first and third invoice credits, each customer must have initiated the TCU service; have current usage which exceeds applicable monthly minimum usage levels, if any; have a credit worthy history or profile; have received three consecutive and uninterrupted invoices over the preceding three month period; have selected the first and third invoice credit prior to the first day of service; and timely pay all Qualifying and non-Qualifying Charges rendered in the customer's first, second, and third invoices.

4.13.2 Terms

Each \$50.00 pre-paid calling card is decremented at the rates set forth in Section 4.3 for peak rates with each fractional increment of less than 60 seconds rounded to the next full 60 second increment (full minute billing). Rates are distance and time-of-day insensitive.

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SECTION 4 - DESCRIPTION OF SERVICES & RATES (Cont'd)

4.14 Service Term Invoice Free Credit II. New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 4.14.2 shall receive the Service Term Invoice Free Credit II.

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

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

- A.** Have initiated service under a CierraCom Systems Service Plan;
- B.** Have current usage which exceeds the established minimum monthly usage levels for the applicable CierraCom Systems Service Plan;
- C.** Have no record of nonpayment, delinquencies or issues of credit worthiness;
- D.** Have received three months of consecutive and uninterrupted service preceding each credit invoice;
- E.** Have selected this Service Term Invoice Free Credit II at the initiation of service or at any time during the first three service months but not later than the first day of service in the fourth month; and,
- F.** Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 4.14.1, preceding.

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SECTION 4 - DESCRIPTION OF SERVICES & RATES (Cont'd)

4.15 Freedom Plan Plus (FPP)

Customers who qualify as either a "winback" or "save" under Telecompetitive Service Offerings ("TSO's"), and who Company determines that but for the availability of an alternative rate plan structure, Company would not be able to retain ("save"), or will not be able to winback a prior customer already having switched its services to another carrier ("winback"), may be offered Freedom Plan Plus. The Freedom Plan Plus telecompetitive service offering, whenever added to a customers calling plan, is limited in duration to six consecutive invoices once initiated.

Freedom Plan Plus customers' accounts are subject to ninety-six (96) second Minimum Call Units (MCU's) and Incremental Call Units (ICU's), with rounding to the next full ninety-six (96) second increment thereafter, unless subject to other rounding methodology under a telecompetitive service offer. However, Customers under Freedom Plan Plus receive a waiver of Equivalent Call Units (ECU's). That is, Customers under Freedom Plan Plus are charged, on a per-call basis, for the duration of a call only.

All conditions applicable to Freedom Plan customers must be satisfied in order for a customer to qualify for Freedom Plan Plus. A Customer under Freedom Plan Plus shall be billed at Freedom Plan Rates for Freedom Plan Services, as determined by the Customer's applicable Freedom Plan Rate Category. However, Freedom Plan Plus Customers' accounts must have an applicable Freedom Plan Rate Category which corresponds to a call unit rate of \$0.139 or higher. Freedom Plan customers who select Freedom Plan Plus, whose accounts are subject to a Freedom Plan Rate Category which corresponds to a lower call unit rate than \$0.139 will have their Rate Category adjusted upward to a Rate Category corresponding to a call unit rate of \$0.139 or higher. The same promotions and incentives available to other Freedom Plan customers are available to Freedom Plan Plus customers, subject to the same qualifications and other requirements applicable to other Freedom Plan customers for those promotions or incentives.

As of October 1, 2003, any Customer who has had the Freedom Plan Plus service offering active on their account for six or more consecutive invoices shall have this offering removed from their calling plan.

All Freedom Plan Plus customers in service on or before July 15, 2008, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories or to the highest available rate category, whichever is lower, effective for all calls on or after October 15, 2008, that are reflected on invoices rendered on or after November 1, 2008.

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