a division of Affinity Network Incorporated Tariff Office, 3660 Wilshire Blvd., 4th Floor Los Angeles, CA 90010

Issued: March 26, 1999

Effective: April 5, 1999

QuantumLink Communications

Intrastate Competitive Telecommunications Service Price List

TITLE SHEET

LONG DISTANCE TELECOMMUNICATION PRICE LIST

OF

QUANTUMLINK COMMUNICATIONS

This price list, filed with the Idaho Public Utilities Commission, contains the rates, terms, and conditions applicable to competitive interexchange resale telecommunications services provided by QuantumLink Communications, a division of Affinity Network Incorporated ("QuantumLink Communications" or "Company") within the State of Idaho.

All services offered pursuant to this price list are offered under a corporate d/b/a, QuantumLink Communications, and/or brand names, that is, "Signature Services  $^{SM}$ ," "QLC2000  $^{SM}$ ," and "QuantumLink Communications  $^{SM}$ ."

> Idaho Public Utilities Commission Office of the Secretary **ACCEPTED FOR FILING**

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APR 5 - 1999

a division of Affinity Network Incorporated Tariff Office, 3660 Wilshire Blvd., 4th Floor

Los Angeles, CA 90010 Issued: April 3, 2009 Idaho Price List 2

Fifty First Revised Page 2 Cancels Fiftieth Revised Page 2

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### **QuantumLink Communications**

Intrastate Competitive Telecommunications Service Price List

## **CHECK SHEET**

Pages 1 through 54 inclusive of this Price List are effective as of the date shown at the top of the respective page(s). Original and revised pages as named below comprise all changes from the original Price List and are currently in effect as of the date at the top of this page.

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<sup>\*</sup>Denotes pages included with this filing

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Twenty Third Revised Page 2.1 Cancels Twenty Second Revised Page 2.1

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### SYMBOLS

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

(C)	_	Changed regulation
(D)	-	Discontinued rate or regulation
(I)	_	Increase in rate
(M)	_	Moved to/from another tariff location -
(N)	_	New rate or regulation
(R)	_	Reduction in rate

Change in text only

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First Revised Page 5 Cancels Original Page 5

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Idaho Price List 2

## QuantumLink Communications

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Intrastate Competitive Telecommunications Service Price ListACCEPTED FOR FILING

\* JUL 2 - 1999

## SECTION 1 Technical Terms and Abbreviations

Boise, Idaho

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

Bill Second - One-sixtieth of a minute.

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).

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 - Affinity Network Incorporated d/b/a QuantumLink Communications unless otherwise clearly indicated by the context.

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 interexchange carrier(s).

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 in dollars and/or cents or decimal fractions thereof as set forth in this tariff.

 $\star$ Certain material formerly appearing on this page, now appears on Original Page 5.1.

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## QuantumLink Communications

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# SECTION 1 Technical Terms and Abbreviations (Cont'd)

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.

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.

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

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

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

Idaho P.U.C. - Idaho Public Utilities Commission.

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

Switched Access Origination/Termination - Where access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Total Call Units (TCUs) - 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.

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.

\*Certain material on this page formerly appeared on Original Page 5.

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### QuantumLink Communications

Intrastate Competitive Telecommunications Service Price List

### SECTION 2 Rules and Regulations-

### 2.1 Undertaking of Company

Company's services and facilities are furnished for communications originating at specified points within the State of Idaho under terms of this tariff.

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

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

### 2.2 Limitations

- 2.2.1 Service is offered in Equal Access areas only.
- 2.2.2 Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.3 Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.4 The Company does not undertake to transmit messages, but offers the use of facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.5 The Services provided under this tariff are subject to the direct and exclusive control of the Company. No one may alter or affect the Services nor transfer or assign its use of the Services without the express written consent of the Company, which consent may be withheld, without limitation, by Company in its sole discretion at any time such alteration, effect, transfer or assignment would result in an interruption of the Services or a change in the customer's location to which the Services are to be provided.
- 2.2.6 In the event prior written permission from the Company is given for any assignment or transfer, all regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

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### QuantumLink Communications

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## SECTION 2 Rules and Regulations (Cont'd)

### 2.3 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.

### 2.3.1 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.

### 2.3.2 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.

### 2.3.3 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.

### 2.3.4 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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### QuantumLink Communications

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## SECTION 2 Rules and Regulations

### 2.4 Liabilities of the Company

- 2.4.1 Company has no liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission or call processing of customer's communications traffic by the Underlying Carrier. The Company's liability for such damages occurring in the course of furnishing the Company's Services but not caused by its gross negligence or willful misconduct or that of its employees or agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which such mistakes, interruptions, omissions, delays, errors, or defects in the Company's furnishing of its Services occur.
- 2.4.2 Acceptance of the provisions of Section 2.4.1 by the Commission 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 therefor, so it is the duty of the courts to determine the validity of the exculpatory provisions of Section 2.4.1.
- 2.4.3 Company shall be indemnified and held harmless by the customer against:
  - (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content of a customer's communications traffic;
  - (B) Claims for patent infringement arising from a customer's use of its equipment, facilities, or systems with the Company's Services; and
  - (C) All other claims arising out of any act or omission of the customer in connection with any service provided by Company.

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## SECTION 2 Rules and Regulations (Cont'd)

### 2.5 Year 2000 Compliance

Company shall not be liable to any Customer, Authorized User or third party under any law or regulation or any theory of liability, including indemnity, based on claims or because of Company's or its underlying carrier's failure or neglect to have and maintain a system, systems, a network, networks, equipment, facilities or services that are Year 2000 compliant. As the Year 2000 approaches, date information associated with any interfaces between the Company and Customer and/or its Authorized User shall be considered to remain as it is. Any changes in the interfaces, interface format or formats associated with date information shall be processed and worked by Company's Y2K Compliance Division and no change of any nature may be made, used or implemented unless and until approved by Company's Y2K Compliance Division and tested successfully for Y2K compliance. Customer's service may be delayed, canceled, temporarily or permanently discontinued or terminated without liability in the event Company determines that harm to its network, equipment, facilities or services may be caused by a Customer's not having provided proof of its compliance with the Y2K phenomenon.

### 2.6 Interruption of Service

- 2.6.1 Credit allowance for the interruption of service is subject to the general liability provisions set forth in Section 2.4.1 herein. Customer shall receive no credit allowance for interruption of service due to Carrier's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer. It shall be the obligation of the customer to notify the Company immediately of any interruption in service for which a credit allowance is claimed. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission within customer's control, or is not in wiring or equipment, if any, furnished by the customer in connection with the Company's Services.
- 2.6.2 No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.

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## SECTION 2 Rules and Regulations (Cont'd)

## 2.6 Interruption of Service (Cont'd)

- 2.6.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of Company or in the event Company is entitled to a credit for the failure of the facilities of Company's Underlying Carrier used to furnish customer's service.
- 2.6.4 No credit shall be allowed:
  - (A) For failure of services or facilities of customer; or
  - (B) For failure of services or equipment caused by the negligence or wilful acts of customer.
- 2.6.5 Credit for an interruption shall commence after customer notifies Company of the interruption or when Company becomes aware thereof, and ceases when service has been restored.
- 2.6.6 Before customer notifies Company of an interruption, customer shall make reasonable attempts to ascertain that customer, a third party or its or their actions and/or equipment is/are not the cause thereof.
- 2.6.7 Credits are applicable only to that portion of service interrupted.
- 2.6.8 For purposes of credit computation, every month shall be considered
   to have 720 hours.
- 2.6.9 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

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## SECTION 2 Rules and Regulations (Cont'd)

### 2.6 Interruption of Service (Cont'd)

2.6.10 The customer shall be credited for an interruption of two hours or more at the rate of 1/720th of any monthly charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:

Credit = 
$$\frac{A}{720}$$
 x B

"A" = outage time in hours

"B" = total monthly charge for affected facility

### 2.7 Taxes

- 2.7.1 Customer will be billed and is responsible for payment of applicable local, state, and federal taxes assessed in conjunction with service used.
- 2.7.2 All state and local taxes (i.e., sales taxes, gross receipts taxes, municipal utilities taxes, etc.) are listed as separate line items and are not included in the quoted rates. All state and local taxes levied by governmental entities upon customers (for example, sales taxes) are listed as separate line items on customer bills and are not included in the Company's scheduled rates. The specific amount assessed to a customer pursuant to any gross receipts tax will be listed as a separate line item on each customer bill.

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## SECTION 2 Rules and Regulations (Cont'd)

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### 2.8 Service Cancellation, Discontinuance and Termination

Boise, Idaho

Subject to and to be construed consistent with section 2.2.3, 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.

### 2.8.1 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 reinstituted 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 reinstituted 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 reinstituted 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.

#### 2.8.2 Cancellation

2.8.2.1 A specific service or any combination of multiple services may be canceled without prior notice of any kind, 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 verbal or written notice of the cancellation within a reasonable time after Company determines cancellation is required.

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### QuantumLink Communications

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## SECTION 2 Rules and Regulations (Cont'd)

## 2.8 Service Cancellation, Discontinuance and Termination (Cont'd)

### 2.8.2 Cancellation (Cont'd)

- 2.8.2.2 A specific service or any combination of multiple services may be canceled without prior notice of any kind, 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 verbal or written notice of the cancellation within a reasonable time after Company determines cancellation is required.
- 2.8.2.3 A specific service or any combination of multiple services may be canceled without prior notice of any kind, 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 verbal or written notice of the cancellation within a reasonable time after Company determines cancellation is required.

### 2.8.3 Temporary Discontinuance

2.8.3.1 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 notice, not to exceed ten calendar days, 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)

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

- 2.8.3 Temporary Discontinuance (Cont'd)
  - 2.8.3.2 A specific service or any combination of multiple services may be temporarily discontinued without prior notice 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.
  - 2.8.3.3 A specific service or any combination of multiple services may be temporarily discontinued without prior notice 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.
  - 2.8.3.4 A specific service or any combination of multiple services may be temporarily discontinued without prior notice 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 -
    - 2.8.3.4.1 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;
    - 2.8.3.4.2 Disputes arising from Company's bill presentation format;

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Service Cancellation, Discontinuance and Termination (Cont'd)

Boise, Idaho

- 2.8.3 Temporary Discontinuance (Cont'd)
  - 2.8.3.4.3 Disputes arising from Company's rate structure;
  - 2.8.3.4.4 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
  - 2.8.3.4.5 Customer's dispute of the correctness of Company's determination to reject customer's original "legitimate" dispute of Company's charges.

### 2.8.4 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 2.8.3.4, preceding, that the service or services may be reinstituted 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 reinstitution 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.

### 2.8.5 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:

- 2.8.5.1 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.
- 2.8.5.2 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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### **QuantumLink Communications**

Intrastate Competitive Telecommunications Service Price List

# SECTION 2 Rules and Regulations (Cont'd)

- 2.8 Service Cancellation, Discontinuance and Termination (Cont'd)
  - 2.8.5 Termination (Cont'd)
    - **2.8.5.3** 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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Intrastate Competitive Telecommunications Service Price List

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SECTION 2
Rules and Regulations (Cont'd)

JAN 1 - 2003

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

- 2.8.6 Service Term Commitments
  - **2.8.6.1 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.
  - 2.8.6.2 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.
  - 2.8.6.3 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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### **QuantumLink Communications**

Intrastate Competitive Telecommunications Service Price List

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# SECTION 2 Rules and Regulations (Cont'd)

- 2.8 Service Cancellation, Discontinuance and Termination (Cont'd)
  - 2.8.6 Service Term Commitments (Cont'd)
    - 2.8.6.4 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.
    - 2.8.6.5 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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## QuantumLink Communications

Intrastate Competitive Telecommunications Service Price List

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## SECTION 2 Rules and Regulations (Cont'd)

AUG 1 5 2003

### 2.9 Collections

Boise, Idaho

- 2.9.1 In the event Company incurs fees or expenses, including attorneys' fees, to collect, or to attempt to collect, any charges owed Company by customer, including charges alleged to have resulted from fraud or abuse of customer's services, the Company shall charge customer all such fees and expenses, including Company's reasonable attorneys' fees, incurred to collect or to attempt to collect its charges.
- 2.9.2 In accordance with the "filed tariff doctrine," as established by judicial and regulatory decisions and precedents, customer shall pay all charges due and owing irrespective of any claims of loss, liability, set off, damages, or other claims against Company to which customer may claim to be entitled. The duty to pay such charges shall arise upon the demand for payment by Company. Customer's duty to pay can only be delayed or deferred by the initiation of a valid billing dispute by the customer.

### 2.9.3 Reserved for Future Use

(D/T)

(D)

| (D)

### 2.10 Resolution of Disputes

(N)

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.

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.

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## **QuantumLink Communications**

Intrastate Competitive Telecommunications Service Price List

## SECTION 2 Rules and Regulations (Cont'd)

### 2.11 Method of Computing Charges

(M/T)

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.

(M) | (M)

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Third Revised Page 17

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### QuantumLink Communications

Intrastate Competitive Telecommunications Service Price List

### SECTION 3

"Signature" Services - Description and Rates

#### OuantumLink Communications Service 3.1

Signature Services are tailored to different classes of customers whose specific service profiles are defined by like-kinded characteristics as set forth herein. In addition, these services are billed under and pursuant to the service name (under a service mark or trade mark) as expressly designated herein - the "Signature Services." Services are offered in conjunction with related local, interstate and international services to the extent expressly so referenced herein and in related jurisdictionally defined tariffs or otherwise. Communications Service therefore constitutes a family of services featuring intrastate services under this tariff, interstate and international services, and as and when tariffed in each state, local exchange services, and may include non-tariffed services such as cellular/wireless, paging and Internet access. QuantumLink Communications is a service mark representing a division of the Company. QuantumLink Communications Service is available only where and when network facilities are available. QuantumLink Communications Service includes outbound 1+, facsimile, toll free access and calling card services and is available seven days a week, 24 hours a day.

3.1.1 Rate Description - General. Charges are rated based on time of day, are distance insensitive, and governed by Section 3.8.4 and the associated definitions in Section 1. Whether for Peak/Business Day hours or Off-Peak/Non-Business Day hours, initial call duration is billed as a Minimum Call Unit (MCU) and is measured at a minimum call duration of 18 seconds, that is, call durations of less than 18 seconds are rounded to a full 18 seconds; and incremental call duration is billed as Incremental Call Units (ICUs) and measured by call duration segments of not less than 6 seconds with the final call segment just prior to effective disconnection rounded to the next full 6 seconds of call duration. The Company's standard rate structure applies, that is, non-transport/non-usage charges are billed in Equivalent Call Units (ECUs) distributed over the duration of each call of twenty (20) minutes or less except as otherwise provided in this tariff.

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(C) (D)

(D)

Call durations are rounded. The method for rounding QuantumLink Communications Service charges is set forth in Section 3.8.3 following.

Miscellaneous charges apply as indicated in Section 3.7 following.

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Second Revised Page 18

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## QuantumLink Communications

Intrastate Competitive Telecommunications Service Price List

#### SECTION 3

## "Signature" Services - Description and Rates

#### 3.1 QuantumLink Communications Service (Cont'd)

### 3.1.2 Limitations and Disclaimers

- 3.1.2.1 No Service Tie-ins. Except for credits which are or may be applicable to a Customer's interstate and/or international service as duly tariffed in those jurisdictions, QLC Service Plans are not available to any customer whose intrastate service already contains one or more specialized offerings for service within this state.
- (T) 3.1.2.2 Discontinuance. QLC Service Plans, and/or any applicable credit offers associated therewith, or any term or condition affecting the availability and/or rates for QLC Service Plans or associated credit offer, (T) may be discontinued at any time with or without notice to Customer and without liability to customer, any Authorized User or third party.

#### 3.2 QLC Service Plans

Any business Customer whose usage meets the monthly minimum usage levels set forth following and meeting the eligibility requirements set forth in 3.2.1, following is eligible for the applicable QLC Service Plan. Service Plans apply only to calls that originate and terminate at locations within the state. The following services are eligible under all QLC Service Plans: 1+ Outbound, Toll Free Access (800/888/877), and Calling Card. QLC Service Plans apply only to those Customers whose service commencement date begins from and after the effective date of this tariff.

3.2.1 Eligibility. To be eligible for a OLC Service Plan, Customer must meet or exceed minimum monthly usage levels set forth in section 3.2.2, following, must not have had its account with any carrier canceled for nonpayment of charges, must not have a history of late payment of charges at any time during the 12-month period preceding service commencement with date Communications, and must have originated and terminated calls within the 30 day period preceding Customer's service commencement date with QuantumLink Communications Service.

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## QuantumLink Communications

Intrastate Competitive Telecommunications Service Price List

SECTION 3

"Signature" Services - Description and Rates

Idaho Public Utilities Commission Office of the Secretary
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Boise, Idaho

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### **QuantumLink Communications**

Intrastate Competitive Telecommunications Service Price List

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Office of the Secretary

#### **SECTION 3**

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"Signature" Services - Description and Rates (Cont'd)

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### 3.2 QLC Service Plans (Cont'd)

## 3.2.2 Rates for 1+ and Toll Free Access ("TFA") (800/888/877) Services

Boise, Idaho

(N)

(N)

(N)

(N)

Subject to the provisions of Sections 3.2.1 preceding and Sections 3.8.3.5 and 3.3.1 following, for Peak/Business Day hours under the QLC service plans the 1+ and TFA rates are as follows:

Plan of	Minimum Call	Incremental	Per Minute	Equivalent Call	Minimum Revenue	
<u>Service</u>	<u>Unit</u>	Call Unit	Charge*	Unit Charge	<u>Commitment</u>	
Basic Q	0.0825	0.0275	0.275	0.0275	-	
QLC I	0.0678	0.0226	0.226	0.0226	\$0 - \$4.99	
QLC II	0.0597	0.0199	0.199	0.0199	\$5.00 - \$9.99	
QLC III	0.0567	0.0189	0.189	0.0189	\$10.00 - \$14.99	
QLC IV	0.0537	0.0179	0.179	0.0179	\$15.00 - \$19.99	
OLC V	0.0417	0.0139	0.139	0.0139	\$20.00 - \$24.99	
QLC VI	0.0387	0.0129	0.129	0.0129	\$25.00 - \$29.99	
QLC VII	0.0357	0.0119	0.119	0.0119	\$30.00 - \$34.99	
QLC VIII	0.0327	0.0109	0.109	0.0109	\$35.00 - \$39.99	
QLC IX**	0.0327	0.0109	0.109	0.0109	\$25.00	
QLC X***	0.0147	0.0049	0.049	0.0049	\$30.00	(N)

<sup>\*</sup>Min. Call Unit @ 18 seconds + 7 Incremental Call Units @ 6 seconds = Per Minute Charge.

Subject to the provisions of Section 3.2.1 preceding and Sections 3.3.1 and 3.8.3.5, following, the Off-Peak/Non-Business Day 1+ and TFAS rates apply:

Plan of	Minimum Call	Incremental	Per Minute	Equivalent Call	Minimum Revenue
Service	<u>Unit</u>	Call Unit	Charge*	Unit Charge	Commitment
Basic Q	0.0825	0.0275	0.275	0.0275	-
QLC I	0.0678	0.0226	0.226	0.0226	\$0 - \$4.99
QLC II	0.0597	0.0199	0.199	0.0199	\$5.00 - \$9.99
QLC III	0.0567	0.0189	0.189	0.0189	\$10.00 - \$14.99
QLC IV	0.0537	0.0179	0.179	0.0179	\$15.00 - \$19.99
OLC V	0.0417	0.0139	0.139	0.0139	\$20.00 - \$24.99
QLC VI	0.0387	0.0129	0.129	0.0129	\$25.00 - \$29.99
QLC VII	0.0357	0.0119	0.119	0.0119	\$30.00 - \$34.99
QLC VIII	0.0327	0.0109	0.109	0.0109	\$35.00 - \$39.99
QLC IX**	0.0327	0.0109	0.109	0.0109	\$25.00
OLC X***	0.0147	0.0049	0.049	0.0049	\$30.00

<sup>\*</sup>Min. Call Unit @18 seconds + 7 Incremental Call Unit @ 6 seconds = Per Minute Charge.

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

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

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

<sup>\*\*\*</sup>QLC Plan Of Service X can not be combined with the Freedom Plan Plus Telecompetitive ServiceOffering, and is provided to new, "saved" or "Winback" customers.

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### **QuantumLink Communications**

Intrastate Competitive Telecommunications Service Price List

# SECTION 3 "Signature" Services - Description and Rates (Cont'd)

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3.2 QLC Service Plans (Cont'd)

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Boise, Idaho

	5000, 1500
Rate Plan	Rate Category
Basic Q	11
QLC I	10
QLC II	9
QLC III	8
QLC IV	7
QLC V	6
QLC VI	5
QLC VII	4
QLC VIII	3
QLC IX	2
QLC X	1

Table 1

- 3.2.3 Any Rate Category 1-9 customers in service on or before January 15, 2009, 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 April 15, 2009, that are reflected on invoices rendered on or after May 15, 2009.
- 3.2.4 Any Rate Category 10 customers in service on or before January 15, 2009, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted to Rate Category 11, effective for all calls on or after April 15, 2009, that are reflected on invoices rendered on or after May 15, 2009.

#### 3.2.5 Standard 1+ and Toll Free Access Rates

Subject to the provisions of section 3.8.3.5 following, Company provides its 1+ and toll-free access service to customers not meeting eligibility requirements contained in Sections 3.2.1 and 3.2.2 preceding at the following rates with no minimum revenue commitment:

Minimum	Incremental	Per	Equivalent
Call	Call	Minute	Call Unit
<u>Unit</u>	<u>Unit</u>	Charge*	<u>Charge</u>
0.075	0.025	0.25	0.025

<sup>\*</sup>Min. Call Unit @ 18 seconds + 7 Incremental Call Units @ 6 seconds = Per Minute Charge.

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## QuantumLink Communications

Intrastate Competitive Telecommunications Service Price List

### **SECTION 3**

"Signature" Services - Description and Rates (Cont'd)

3.2 QLC Service Plans (Cont'd)

Peak/Business Day

Peak/Business Day

Off-Peak/Non-Business Day

Off-Peak/Non-Business Day

- 3.2.6 Limited-Class Switched Rates
  - 3.2.6.1 Reserve for Future Use.
  - **3.2.6.2 Limited-Class "X" Rates.** The following rates are available to new customers and "save" or "winback" customers. Calls made under these rate plans shall not be subject to the addition of ECUs as described in Section 3.8.4.4 through 3.8.4.5 preceding.

### A. X-1 Rate Plan

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

Minimum Call Unit	Incremental Call Unit
or Fraction	or Fraction
\$0.0357	\$0.0119
\$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:

Minimum Call Unit	Incremental Call Unit
or Fraction	or Fraction
\$0.0327	\$0.0109
\$0.0327	\$0.0109

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## **OuantumLink Communications**

Intrastate Competitive Telecommunications Service Price List

## **SECTION 3**

"Signature" Services - Description and Rates (Cont'd)

Idaho Public Utilities Commission
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## 3.3 QLC Service Rates

JAN 1 - 2004

3.3.1 Rates for Calls Terminated to a Mobile Phone or Pager

Boise, Idaho

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

Minimum	Incremental	Per	Equivalent
Call	Call	Minute	Call Unit
<u>Unit</u>	<u>Unit</u>	<u>Charge</u>	<u>Charge</u>
\$0.0657	\$0.0219	\$0.219*	\$0.0219

### 3.3.2 Reserved for Future Use

| | | | | | | (D)

(D/T)

(D)

## 3.3.3 Reserved for Future Use

(D)

(D)

(D/T)

<sup>\*</sup>Min. Call Unit @ 18 seconds + 7 Incremental Call Units @ 6 seconds = Per Minute Charge.

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## QuantumLink Communications

Intrastate Competitive Telecommunications Service Price List

# SECTION 3 "Signature" Services - Description and Rates (Cont'd)

## 3.3.4 Calling Card Rates

(T)

Subject to the provisions of Section 3.2.1 preceding and Section 3.8.3.5 following, for all hours, the charges for calling card usage under all QLC service plans are as follows:

## Peak/Business Day

Plan of <u>Service</u>	Minimum Call <u>Unit</u>	Incremental Call <u>Unit</u>	Per Minute Call <u>Charge</u>	Equivalent Unit <u>Charge</u>	Minimum Revenue Commitment
All	0.0918	0.0306	0.306	0.0306	Per QLC Plan
Off-Peak/Non-Business Day					
Plan of <u>Service</u>	Minimum Call <u>Unit</u>	Incremental Call <u>Unit</u>	Per Minute Call <u>Charge</u>	Equivalent Unit <u>Charge</u>	Minimum Revenue Commitment
All	0.0825	0.0275	0.275	0.0275	Per QLC Plan

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### OuantumLink Communications

Intrastate Competitive Telecommunications Service Price List

### SECTION 3

"Signature" Services - Description and Rates (Cont'd)

#### 3.4 Usage Rate Guarantee.

The usage rates (the rates for call duration billed as Minimum and Incremental Call Units) for Peak/Business Day hours ranging from \$0.119 to \$0.229 charged to customers using Company's Freedom Plan for Business Users will not be increased over a service period covered by 12 consecutive invoices. The usage rate for Peak/Business Day hours at \$0.119 charged to customers using Company's Freedom Plan for Business Users will not be increased over a service period covered by 6 consecutive invoices. To qualify, Customer must contact Company and have verified that Customer has received a bona fide comparable competitive offer.

Company's lowest rate of \$0.109 is excluded from this Exclusions. quarantee and the usage rates for international and/or calling card services are not included nor affected by this offer.

#### 3.5 Customer Credit Programs

- 3.5.1 Customer Loyalty Credits. Each QuantumLink Communications Customer meeting the eligibility requirements set forth in 3.5.1.2, following, shall receive the respective Customer Loyalty Credit calculated in accordance with the following provisions.
  - 3.5.1.1 Length of Service Credit. For twelve invoices covering consecutive months of uninterrupted service, a credit shall be calculated equal to the average of the Customer's monthly charges (excluding fees, taxes, surcharges, assessments, and similar charges) for the preceding consecutive service period covering twelve invoices.
  - 3.5.1.2 To be eligible for a Length of Service Eligibility. Credit each Customer must: have initiated service at least 12 months prior to the first day in the period of service covered by Customer's thirteenth invoice; have current usage which meets or exceeds the established minimum monthly usage levels as set forth in section 3.2.2; have no record of nonpayment in any month of the preceding consecutive twelve-month period of service; have received twelve consecutive and uninterrupted invoices over the preceding twelve month period; have selected this credit prior to the first day in the period of service covered by Customer's thirteenth invoice; and pay all charges rendered in Customer's thirteenth invoice in excess of the amount of the applicable credit as calculated under 3.5.1.1, preceding.

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### QuantumLink Communications

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SECTION 3

"Signature" Services - Description and Rates (Cont'd)

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- 3.6 Customer Loyalty Plans - General Terms and Conditions (Cont'd) Boise, Idaho
  - 3.6.7 Customer Loyalty Plans I-III

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- 3.6.7.1 Customer Loyalty Plan I (Cont'd)
  - 3.6.7.1.2 Eligibility (Cont'd)
    - Ε. 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
    - F. pay all charges rendered in Customer's sixth invoice in excess of the amount of the applicable credit as calculated under 3.6.7.1.1 preceding.
- 3.6.7.2 Customer Loyalty Plan II. QLC III and IV Service Plan Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in 3.6.7.2.2 will receive a credit on their 9th invoice as provided following.
  - 3.6.7.2.1 For each eight invoices consecutive of 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; (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
  - 3.6.7.2.2 Eligibility. To be eligible for the 9th invoice free bonus, each Customer must:
    - (C) Α. have initiated service under the QLC III or IV Service Plans:
    - в. have current usage which exceeds the established minimum monthly usage levels for the QLC III or (C) IV Service Plans;
    - C. have no record of nonpayment in any of the preceding consecutive eight-month period of service;
    - D. have received eight consecutive and uninterrupted invoices over the preceding eight-month period;
    - Ε. 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

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SECTION 3

"Signature" Services - Description and Rates (Cont'd)

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

Boise. Idaho

- 3.6.7 Customer Loyalty Plans I-III (Cont'd)
- 3.6.7.2 Customer Loyalty Plan II (Cont'd)
  - 3.6.7.2.2 Eligibility
    - F. pay all charges rendered in Customer's ninth invoice in excess of the amount of the applicable credit as calculated under 3.6.7.2.1, preceding.
- 3.6.7.3 Customer Loyalty Plan III. QLC V, VI, and VII Service Plan Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in 3.6.7.3.2 will receive a credit on their 13th invoice as provided following.
  - 3.6.7.3.1 For each twelve invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive twelve-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
  - 3.6.7.3.2 Eligibility. To be eligible for the 13th invoice free bonus, each Customer must:
    - have initiated service under the QLC V, VI, or VII Service Plan;

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- have current usage which exceeds the established minimum monthly usage levels for the applicable QLC V, VI, or VII Service Plan;
- C. have no record of nonpayment in any of the preceding consecutive twelve-month period of service;
- D. have received twelve consecutive uninterrupted invoices over the preceding twelvemonth period;
- E. 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 thirteenth F. invoice in excess of the amount of the applicable credit as calculated under 3.6.7.3.1, preceding.

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## QuantumLink Communications

Intrastate Competitive Telecommunications Service Price List

#### SECTION 3

"Signature" Services - Description and Rates (Cont'd)

- 3.6 Customer Loyalty Plans General Terms and Conditions (Cont'd)
  - 3.6.8 Loyalty Awards. Customers who qualify as either a "winback" or a "save" qualify to receive additional Loyalty Awards.
    - 3.6.8.1 "Welcome Back Invoice" Award. Each Customer who qualifies as either a "winback" or "save" shall receive its first invoice free, a "Welcome Back Invoice," that is, a credit equal to the charges for the first period of service (may be less than 30 days). The credit equal to the charges in the Welcome Back Invoice will appear in the invoice for the fourth billing cycle following the service period to which the Welcome Back Invoice applies.
    - 3.6.8.2 Free Minutes Bonus Incentive. Customers who qualify as either a "winback" or "save" shall be awarded 500 free minutes of either domestic United States interstate calling or intrastate calling, based on the lower of the two rates.
    - 2.6.8.3 Companion Local Service Bonus Incentive. Where an effective tariff is on file in this state to provide local exchange telephone service in conjunction with the Customer Loyalty Plans provided for herein, Customers who qualify as either a "save" or "winback," who meet and maintain the applicable eligibility requirements as set forth in this section 3.6, and who order or take local exchange telephone service in conjunction with the services offered hereby, will receive an additional bonus incentive of the applicable discounts on the local service offerings tariffed in this state.
    - 3.6.8.4 Non-Voice Communications. For any Customer who qualfies as a "save" or "Winback" Customer, Company shall waive non-transport/non-usage charges (equivalent call units) for lines used for non-voice communications, i.e., facsimile and/or modem lines.

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### **QuantumLink Communications**

Intrastate Competitive Telecommunications Service Price List

### **SECTION 3**

"Signature" Services - Description and Rates (Cont'd)

## 3.7 Miscellaneous Charges

### 3.7.1 Directory Assistance

A Standard Directory Assistance charge applies to all calls for Idaho directory assistance. Up to two requests for listings within the area code dialed may be made on each call to Directory Assistance. The Directory Assistance charge applies whether or not the requested telephone number is provided. Directory Assistance is available to Customers of QuantumLink Communications for any outbound QuantumLink Communications calling plan when switched access lines are used to originate calls.

Per Call

Directory Assistance Charge

\$1.25

### 3.7.2 Reserved For Future Use

## 3.7.3 Remote Access Surcharge

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

Per Call

\$0.69

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### 3.7.4 Reserved for Future Use

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### QuantumLink Communications

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\*All Material On This Page Is New.\*

#### SECTION 3

"Signature" Services - Description and Rates (Cont'd)

### 3.7 Miscellaneous Charges (Cont'd)

- 3.7.5 Account Recourse Charges (ARCs). Customers choosing to close their respective accounts with Company prior to the completion of a continuous service period of six consecutive invoices are subject to Account Recourse Charges (ARCs). Account Recourse Charges include one of two adjustments in 1+ and toll free access service rate(s) and a separate adjustment in calling card rates for the final period of service which immediately precedes Customer's service termination. Application of ARC charges are determined on the day prior to the final day of active service for each Customer, that is, the last day on which Customer utilizes the Company's services. All ARCs are billed in the final invoice rendered. ARC charges do not apply if the final day of active service is the last day of the Customer's first invoice period.
- A. Final Adjusted Invoice Rate (FAIR)
  For a Customer whose last service date
  is less than 18 days into Customer's
  final billing cycle.

\$0.558 per applicable full
billing increment

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

\$ 0.279 per applicable full billing increment

C. Final Adjusted Invoice Rate (FAIR) Calling Card Service

\$ 0.306 per applicable full billing increment for all services plus a call set up charge of \$0.50 per call

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

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# QuantumLink Communications

Intrastate Competitive Telecommunications Service Price List

#### SECTION 3

"Signature" Services - Description and Rates (Cont'd)

- 3.7 Miscellaneous Charges (Cont'd)
  - 3.7.5 Waiver of Charges A Miscellaneous charge or charges will be waived upon request whenever application of such charge or charges increases a Customer's total charges for service above the charges such Customer has been offered or has available for the same service from a competing company. QuantumLink Communications may require documentation or other credible evidence useful in verifying the competitive offering and any waiver is subject to the net revenue test as defined by regulatory authorities. Nothing herein shall be construed to require QuantumLink Communications to waive any charge in the sole and exclusive discretion of QuantumLink Communications such waiver conflicts or may conflict with law or regulation. Waivers will be granted to all Customers similarly situated. A Customer is similarly situated if the circumstances of that Customer are substantially and materially like those which justified the waiver in the first instance. QuantumLink Communications shall not be liable in the administration of waivers except for wilful misconduct.
  - 3.7.6 [Reserved For Future Use]

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# QuantumLink Communications

Intrastate Competitive Telecommunications Service Price List

# SECTION 3 EXPLANATION OF RATES

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- 3.8 Methodology for Determining Call Charges
  - 3.8.1 Rate Basis. Charges are based on access to and usage of the QuantumLink Communications network and related costs of operation. Charges cease when the call is effectively disconnected from the network. Effective disconnection will vary depending on such factors as the availability or absence of automatic timing equipment deployed in the network, failure of one party to effect disconnection, attachment of Customer or other party's equipment or for other reasons beyond the control of QuantumLink Communications. QuantumLink Communications assumes no liability for holding time durations or other call completion problems over which it has no control.
  - 3.8.2 Included Costs. Subject to Section 3.7.4, governing billing for delinquent accounts, charges for calls are based on network usage and network support costs, are subject to rounding as set forth in Section 3.8.3 following and to provisions governing the timing of calls as set forth in Section 3.8.4 following.
  - 3.8.3 Rounding. QuantumLink Communications follows the industry practice of "rounding," that is, in its most basic form, when call duration does not end on the nearest whole billing increment, e.g., a six-second increment, the call's duration is rounded to the next whole billing increment, i.e., the next whole 6-second increment. Rounding varies based on the call increments used in billing for a particular service. One or more of the following rounding methodologies may be applied to a particular service only when and as tariffed herein.
    - 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 Minimum Call Unit 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.

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\*Certain material appearing on this page formerly appeared on second revised page 32.\*

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### QuantumLink Communications

Intrastate Competitive Telecommunications Service Price List daho Public Utilities Commission
Office of the Secretary

# SECTION 3

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EXPLANATION OF RATES (Cont'd)

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## 3.8 Methodology for Determining Call Charges (Cont'd)

Boise, Idaho

- 3.8.3 Rounding (Cont'd)
  - Rounding at 30/30. Services with billing increments of 30 second increments with a 30-second minimum are billed as follows initial call duration is measured in a minimum of 30 seconds, that is, durations of less than 30 seconds are rounded to a full 30 seconds and for incremental usage, call duration is measured by call duration segments of not less than 30 seconds with the final call segment just prior to effective disconnection rounded to the next full 30 seconds of call duration.
  - Rounding at 60/60. Services with billing increments of 60-second increments with a 60-second minimum are billed as follows initial call duration is measured in a minimum of 60 seconds, that is, durations of less than 60 seconds are rounded to a full 60 seconds and for incremental usage, call duration is measured by call duration segments of not less than 60 seconds with the final call segment just prior to effective disconnection rounded to the next full 60 seconds of call duration.
  - 3.8.3.4 Other Rounding Methods. From time to time, QuantumLink Communications may tariff and apply other rounding methodologies different from those in sections 3.8.3.1, 3.8.3.2 or 3.8.3.3, preceding.
  - 3.8.3.5 Applied Rounding Methodology. QuantumLink Communications uses the Rounding at 18/6 set forth in section 3.8.3.1 preceding for Peak/Business Day charges and Off-Peak/Non-Business Day charges.
  - 3.8.3.6 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).

#### 3.8.4 Rate Elements

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- 3.8.4.1 Subject to Section 3.7.4 governing billing for delinquent accounts, charges for calls are based on usage of the Carrier's network (transport) and the related non-transport functions including without limitation, installation/account set up, general and account administration, regulatory fees, and other costs.
- 3.8.4.2 Charges for a call are determined by adding all applicable Call Units as defined in this tariff Minimum, Incremental, and Equivalent.

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# **QuantumLink Communications**

Intrastate Competitive Telecommunications Service Price List

# SECTION 3 EXPLANATION OF RATES

# 3.8.4 Rate Elements (Cont'd) 3.8.4.3 Reserved for Future Use. (T) (D) 3.8.4.4 Reserved for Future Use. (T) (D) (D) (D) (D) (D)

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# **QuantumLink Communications**

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# SECTION 3 EXPLANATION OF RATES (Cont'd)

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# 3.8.4 Rate Elements (Cont'd)

## 3.8.4.5 Call Unit Calculations

Boise, Idaho

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

**TABLE 1 - Calls of a Minute or Less** 

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

<sup>\*</sup> calls are subject to an 18-second minimum.

# **TABLE 2 - Calls in Minutes**

<b>Duration</b> (In minutes)	Formula Calculations	
1-19.9	TCU's = [Call Duration (in minutes) $\times 2.2 + 2.6$ ]	(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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# **QuantumLink Communications**

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# SECTION 3 EXPLANATION OF RATES (Cont'd)

3.8.4 Rate Elements (Cont'd)

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# SECTION 3 EXPLANATION OF RATES (Cont'd)

3.8.4 Rate Elements (Cont'd)

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# SECTION 3 EXPLANATION OF RATES (Cont'd)

3.8.4 Rate Elements (Cont'd)

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# **QuantumLink Communications**

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# SECTION 3 EXPLANATION OF RATES (Cont'd)

3.8.4 Rate Elements (Cont'd)

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Boise, Idaho

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# **QuantumLink Communications**

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# SECTION 3 EXPLANATION OF RATES (Cont'd)

3.8.4 Rate Elements (Cont'd)

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# **QuantumLink Communications**

Intrastate Competitive Telecommunications Service Price List

# SECTION 3 EXPLANATION OF RATES (Cont'd)

3.8.4 Rate Elements (Cont'd)

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# **QuantumLink Communications**

Intrastate Competitive Telecommunications Service Price List

# SECTION 3 EXPLANATION OF RATES (Cont'd)

3.8.4 Rate Elements (Cont'd)

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# QuantumLink Communications

Intrastate Competitive Telecommunications Service Price List

# SECTION 3 EXPLANATION OF RATES (Cont'd)

3.8.4 Rate Elements (Cont'd)

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# **QuantumLink Communications**

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# SECTION 3 EXPLANATION OF RATES (Cont'd)

3.8.4 Rate Elements (Cont'd)

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# SECTION 3 EXPLANATION OF RATES (Cont'd)

3.8.4 Rate Elements (Cont'd)

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# QuantumLink Communications

Intrastate Competitive Telecommunications Service Price List

# SECTION 3 EXPLANATION OF RATES (Cont'd)

#### 3.8.4 Rate Elements (Cont'd)

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- 3.8.4.6 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.
- 3.8.4.7 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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<sup>\*</sup>Certain material formerly appearing on this page now appears on second revised page 28 and second revised page 29.\*

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# **QuantumLink Communications**

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# SECTION 3 EXPLANATION OF RATES (Cont'd)

# 3.8.4 Rate Elements (Cont'd)

3.8.4.8 Reserved for Future Use.

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# SECTION 3 EXPLANATION OF RATES (Cont'd)

# 3.8.4 Rate Elements (Cont'd)

3.8.4.8 Reserved for Future Use.

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# SECTION 3 EXPLANATION OF RATES (Cont'd)

# 3.8.4 Rate Elements (Cont'd)

**3.8.4.8** Reserved for Future Use.

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# SECTION 3 EXPLANATION OF RATES (Cont'd)

# 3.8.4 Rate Elements (Cont'd)

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Intrastate Competitive Telecommunications Service Price List

# SECTION 3 EXPLANATION OF RATES (Cont'd)

# 3.8.4 Rate Elements (Cont'd)

3.8.4.8 Reserved for Future Use.

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# QuantumLink Communications

Intrastate Competitive Telecommunications Service Price List

#### 3.9 - 3.19 Reserved for Future Use.

#### 3.20 INETBA Service

INETBA Service offers Company's intrastate interexchange services in exclusive combination with its Internet Web page design and hosting services and its Internet Access - DSL services where facilities are available. Any small business which orders Company's Internet Web page design and hosting services and who meets all other eligibility requirements set forth in this tariff is eligible for INETBA Service. INETBA Service is available for calls that originate and terminate within this state, and includes 1+ Outbound, Toll Free Access (800/888/877), and Calling Card calling. All rates and other provisions of this tariff apply to INETBA Service except as otherwise provided.

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## QuantumLink Communications

Intrastate Competitive Telecommunications Service Price List

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#### SECTION 3

"Signature" Services - Description and Rates (Cont'd)

#### 3.21 QuantumLink Advantage Card Service (ACS)

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in 3.21.1 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").

#### 3.21.1 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).

#### 3.21.2 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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# QuantumLink Communications

Intrastate Competitive Telecommunications Service Price List

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#### SECTION 3

"Signature" Services - Description and Rates (Cont'd)

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

3.21.2 Limitations and Disclaimers (Cont'd)

- E. Subject to and in accordance with the provisions of Section 3.6 preceding and the eligibility requirements of 3.21.1 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 3.21.1 preceding.
- F. An ACS Customer whose service is terminated for cause or which voluntarily terminates Company's service forfeits all unused credits.

#### 3.21.3 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.

#### 3.21.4 Rates

The rates in Section 3.3.2 preceding apply to the QuantumLink ACS service.

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# QuantumLink Communications

Intrastate Competitive Telecommunications Service Price List

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#### SECTION 3

"Signature" Services - Description and Rates (Cont'd)

# 3.22 Customer Advantage Plans (CAPs)

#### 3.22.1 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. 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.

- CAPs will comply with the net revenue test as defined by the Α. or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.
- В. 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 3

"Signature Services" - Description and Rates (Cont'd)

# 3.22 Customer Advantage Plans (Cont'd)

#### 3.22.1 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.
- CAPs are available for all published rates. D.
- Ε. 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 3.
- 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.
- To receive the Invoice Free CAPs pursuant to 3.22.2 G. through and including 3.22.6 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 3

"Signature Services" - Description and Rates (Cont'd)

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# 3.22 Customer Advantage Plans (Cont'd)

Boise, Idaho

# 3.22.2 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.

- 3.22.2.1 For each five and immediately succeeding six additional invoices of consecutive uninterrupted service (total of 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 elevenmonth period preceding Customer's 12th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- 3.22.2.2 Eligibility. To be eligible for the 6th and 12th invoice free bonuses, each Customer must:
  - have initiated service;
  - have current usage which exceeds the established minimum monthly usage levels for the applicable service;
  - have no record of nonpayment in any of the preceding consecutive month qualifying periods (5 and 11 months) of service;
  - have received first five, then six additional consecutive and uninterrupted invoices over the preceding eleven-month period;
  - have selected the 6th and 12th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eleventh invoice; and
  - pay all charges rendered in Customer's fifth and related eleventh invoice in excess of the amount of the applicable credits as calculated under 3.22.2.1, preceding.

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### SECTION 3

JAN 29 2001

"Signature Services" - Description and Rates (Cont'd)

Boise, Idaho

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# 3.22 Customer Advantage Plans (Cont'd)

3.22.3 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.

- 3.22.3.1 For each five and immediately succeeding four and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 13 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding Customer's 6th invoice, for the consecutive nine-month period preceding Customer's 10th invoice, and for the consecutive thirteen month period preceding Customer's 14th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- 3.22.3.2 Eligibility. To be eligible for the 6th, 10th, and 14th invoice free bonuses, each Customer must:
  - have initiated service;
  - have current usage which exceeds the established minimum monthly usage levels for the applicable service;
  - have no record of nonpayment in any of the preceding consecutive month qualifying periods (5, 9, and 13 months) of service;
  - have received first five, nine, and then thirteen additional consecutive and uninterrupted invoices over the preceding thirteen-month period;
  - have selected the 6th, 10th, and 14th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
  - pay all charges rendered in Customer's fifth and related ninth and thirteenth invoice in excess of the amount of the applicable credits as calculated under 3.22.3.1, preceding.

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#### SECTION 3

"Signature Services" - Description and Rates (Cont'd)

- 3.22 Customer Advantage Plans (Cont'd)
  - 3.22.4 Customer "Thanks for Taking the Time" Advantage Plans
    - 3.22.4.1 "Thanks for Taking the Time" 1 ("TTT-1") Advantage Plans

On and after August 25, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" ("TTT-1") service promotion.

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

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

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

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

C. Availability. Company's TTT-1 service promotion is available on and after August 25, 2000 until February 25, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

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#### SECTION 3

"Signature Services" - Description and Rates (Cont'd)

- 3.22 Customer Advantage Plans (Cont'd)
  - 3.22.4 Customer "Thanks for Taking the Time" Advantage Plans
    - 3.22.4.1 "Thanks for Taking the Time" 1 ("TTT-1")
      Advantage Plan
      - D. Limitations. Company reserves the right to withdraw and/or terminate this promotion at any time prior to its sunset date; provided that any Customer which has received a TTT-1 Card prior to the sunset date or Company's discretionary withdrawal of the TTT-1 Card promotion shall receive service until its TTT-1 Card calling capacity is exhausted by use or specified usage deadline. Each TTT-1 Card expires one (1) year from date of activation.

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# QuantumLink Communications

Intrastate Competitive Telecommunications Service Price List

#### SECTION 3

"Signature Services" - Description and Rates (Cont'd)

3.22 Customer Advantage Plans (Cont'd)

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- 3.22.4 Customer "Thanks for Taking the Time" Advantage Plan ("Cont'd")
- 3.22.4.2 "Thanks for Taking the Time" 2("TTT-2") Advantage Plan (N)

On and After August 25, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" service promotion.

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

#### Denomination

Monthly Usage Volume

\$250.00

\$250.00+

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

Minimum Call Unit Value @ 60 seconds or Fraction

Incremental Call Unit Value <a href="#">60 seconds or Fraction</a>

\$0.306

\$0.306

C. Availability. Company's TTT service promotion is available on and after August 25, 2000 until February 25, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

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# QuantumLink Communications

Intrastate Competitive Telecommunications Service Price List

#### SECTION 3

"Signature" Services - Description and Rates (Cont'd)

- 3.22 Customer Advantage Plans (Cont'd)
  - 3.22.4 Customer "Thanks for Taking the Time" (T)
    Advantage Plans (Cont'd)
  - 3.22.4.2 "Thanks for Taking the Time" 2 ("TTT-2") Advantage Plan (N)
    - D. Limitations. Company reserves the right to withdraw and/or terminate this promotion at any time prior to its sunset date; provided that any Customer which has received a TTT Card prior to the sunset date or Company's discretionary withdrawal of the TTT Card promotion shall receive service until its TTT Card calling capacity is exhausted by use or specified usage deadline. Each TTT Card expires one (1) year from date of activation.
    - E. Second Card Availability. During the term of this promotional offering, a second TTT Card in the same denomination listed in Section 3.22.4.2.A preceding will be made available to customers requesting and receiving Company's Website Design and Hosting Services as set forth in 3.20 preceding.

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# QuantumLink Communications

Intrastate Competitive Telecommunications Service Price List

#### SECTION 3

"Signature" Services - Description and Rates (Cont'd)

# 3.22 Customer Advantage Plans (Cont'd)

# 3.22.5 Customer S&W Prepaid Advantage Plan

On and after August 25, 2000, any customer which qualifies as a "save" or "winback" customer will upon so qualifying receive a Company prepaid (debit) card or cards equal to a maximum of \$250 in calling card usage. The actual denomination of the S&W debit card is based on 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)	(C)
\$ 50.00 75.00 90.00 100.00 150.00 250.00	x 2.5 x 2.5 x 2.5 x 2.5 x 2.5 x 2.5 x 2.5	\$125.00 187.50 225.00 250.00 250.00+125.00 250.00+250.00+125.00	(C)

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

3.22.5.1

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

Minimum Call Unit	Incremental Call Unit
@ 60 seconds or Fraction	<pre>0 60 seconds or Fraction</pre>

\$0.306 \$0.306

3.22.5.2 Availability. Company's S&W Card service promotion is available on and after August 25, 2000 until February 25, 2000 ("sunset date") unless sooner terminated in the sole and (C)

unless sooner terminated in the sole and exclusive discretion of Company.

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#### SECTION 3

"Signature" Services - Description and Rates (Cont'd)

- 3.22 Customer Advantage Plans (Cont'd)
- 3.22.5 Customer S&W Prepaid Advantage Plan (Cont'd)
  - 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).
  - 3.22.5.4 Second S&W Card Availability. An additional S&W Card(s) in the qualifying denomination of the Customer as listed in Section 3.22.5.1 preceding will be made available to any such customer which requests and receives Company's Website Design and Hosting Services as set forth in 3.20 preceding.

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# QuantumLink Communications

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#### SECTION 3

"Signature" Services - Description and Rates (Cont'd)

- 3.22 Customer Advantage Plans (Cont'd)
  - 3.22.6 Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan

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

3.22.6.1 For each five, and the immediately succeeding three, and next immediately succeeding four, and next immediately succeeding six, and next immediately succeeding three, and 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 3

"Signature" Services - Description and Rates (Cont'd)

- 3.22 Customer Advantage Plans (Cont'd)
  - 3.22.6 Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan (Cont'd)
    - 3.22.6.2 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;
      - 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 3.22.6.1, preceding; and

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"Signature" Services - Description and Rates (Cont'd)

- 3.22 Customer Advantage Plans (Cont'd)
  - 3.22.6 Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan (Cont'd)

#### 3.22.6.2 (Cont'd)

contact Company's Customer Care Department to confirm eligibility and to activate the Promotion. A Customer must contact Customer Care prior to the last day in the period of service covered by Customer's fifth invoice in order to receive all six invoice credits. A Customer who meets and continues to meet all other Eligibility requirements except that it does not contact Customer Care to activate the promotion until subsequent to the last day in the period of service covered by Customer's fifth invoice, 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 invoice already specified 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 3.22.6.1 preceding for the 9th, 13th, 19th, 22nd, and 26th invoices; the Customer will not retroactively receive the 6th invoice credit to which it would otherwise have been entitled.

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Intrastate Competitive Telecommunications Service Price List

SECTION 3

"Signature" Services - Description and Rates (Cont'd)

#### 3.22 Customer Advantage Plans (Cont'd)

#### 3.22.7 Customer "Welcome Aboard" Advantage Plan

For new Customers who meet the eligibility requirements of Section 3.22.1 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 Customer's first and second invoices within the regular billing cycle. Company's standard tariff rate methodology applies from and after the third invoice.

#### 3.22.8 Save/Winback Off-Peak/Non-Business Day Adjustments

Customers whose rates are adjusted purusant to 3.3.2 preceding and who then qualify as a "save" or "winback" customer are eligible to be rerated to the rates prior to any applicable adjustment made pursuant to 3.3.2.

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#### 3.23 20% Credit Every 6 Months

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

- To receive the benefits, eligible customers must call a Company Customer Care Representative.
- Eligible customers will accrue a 20 percent credit on intrastate usage for direct Dial "1" and toll free calls, equal to the customer's charges during the preceding 5-month's usage, to be applied to the customer's 6-month invoice. The 20 percent credit will be applied to the customer's account once every 6 months so long as the subscriber remains a Company customer during each 6month 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 3**

"Signature" Services - Description and Rates (Cont'd)

#### 3.24 1st and 3rd Invoice Credits

For new customers and those qualifying as save or winback customers, and who meet the eligibility requirements of Section 3.24.1 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.

## 3.24.1 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.

#### 3.24.2 Terms

Each \$50.00 pre-paid calling card is decremented at the rates set forth in Section 3.3.4 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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# QuantumLink Communications

Intrastate Competitive Telecommunications Service Price List

#### SECTION 3

"Signature" Services - Description and Rates (Cont'd)

- 3.25 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 3.25.2 shall receive the Service Term Invoice Free Credit.
  - 3.25.1 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.
  - **3.25.2 Eligibility.** To be eligible for the Service Term Invoice Free Credit, each customer must:
    - A. Have initiated service under a QuantumLink Communications Plan;
    - B. Have current usage which exceeds the established minimum monthly usage levels for the applicable QuantumLink Communications Plan;
    - C. Have no record of nonpayment, delinquencies or issues of credit worthiness;
    - D. Have received five months of consecutive and uninterrupted service preceding each credit invoice;
    - E. Have selected this Service Term Invoice Free Credit at the initiation of service or at any time during the first five service months but not later than the first day of service in the sixth month; and,
    - F. Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 3.25.1, preceding.

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# QuantumLink Communications

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#### SECTION 3

"Signature" Services - Description and Rates (Cont'd)

- 3.26 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 3.26.2 shall receive the Service Term Invoice Free Credit II.
  - 3.26.1 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.
  - 3.26.2 Eligibility. To be eligible for the Service Term Invoice Free Credit II, each customer must:
    - A. Have initiated service under a QuantumLink Communications Plan;
    - B. Have current usage which exceeds the established minimum monthly usage levels for the applicable QuantumLink Communications Plan;
    - C. Have no record of nonpayment, delinquencies or issues of credit worthiness;
    - D. Have received three months of consecutive and uninterrupted service preceding each credit invoice;
    - E. Have selected this Service Term Invoice Free Credit at the initiation of service or at any time during the first three service months but not later than the first day of service in the fourth month; and,
    - F. Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 3.26.1, preceding.

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# QuantumLink Communications

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#### SECTION 3

"Signature" Services - Description and Rates (Cont'd)

#### 3.27 Cross Over Special Service Offers

#### 3.27.1 Cross Over Credit (COC)

A. To induce new customers to order service, for any customer ordering service and which institutes service within 30 days of such order, Company will provide its "Cross Over Credit" or "COC" equal to 5% of the customer's usage charges incurred by customer in its final invoice immediately preceding customer's commencement date of service with Company.

#### B. Limitations and Disclaimers

- The COC credit is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.
- If earned, as specified in Section 3.27.1.A preceding, the COC will be reflected in that customer's first invoice which follows customer's completion of 60 days of uninterrupted service following its commencement of service.
- This credit is not available with Company's offering set forth in Section 3.27.2 following.
- The COC is noncumulative (cannot be carried over to any following month or otherwise accumulated).
- A customer whose service is terminated for cause or who terminates Company's service in its discretion prior to the completion of its minimum service term forfeits its COC credit.

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#### SECTION 3

"Signature" Services - Description and Rates (Cont'd)

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

#### 3.27.2 Cross Over Century Card (COCC)

A. To induce new customers to order service, for any customer ordering service and which institutes service within 30 days of such order, Company will provide its "Cross Over Century Card" or "COCC," a prepaid calling card worth \$100 for each \$1000 of usage charges incurred by customer in its final invoice immediately preceding customer's commencement date of service with Company.

#### B. Limitations and Disclaimers

- This offer is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.
- The COCC card will be issued following Customer's commencement of service.
- This offer is not available with Company's 5% credit offer set forth in Section 3.27.1 preceding.
- The COCC card expires within 6 months of its issuance date ("use period") irrespective of the balance of the COCC card's face value when issued, if any, remaining at the date of expiration.
- Customer must remain in service during the period of time that any unused balance exists on the COCC card; must have no delinquencies in payments on account for its non-calling card and non-COCC card services; and must have no bill cycle interruptions.

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# QuantumLink Communications

Intrastate Competitive Telecommunications Service Price List

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#### SECTION 3

"Signature" Services - Description and Rates (Cont'd)

- 3.27 Cross Over Special Service Offers (Cont'd)
  - 3.27.2 Cross Over Century Card (COCC) (Cont'd)
    - B. (Cont'd)
      - To qualify for each \$100 of face value on COCC, the customer's previous usage will be segmented into \$100 usage "packets" as follows:

<u>Previous Usage</u>	<u>\$100 Packets</u>
\$100.00	1
\$200.00	2
\$300.00	3
\$395.00	4
\$490.00	5
\$585.00	6
\$680.00	7
\$775.00	8
\$870.00	9
\$965.00 +	10

- COCC calls must originate and terminate from locations in the state from areas served with equal access. COCC calls are rated at \$0.75 per minute of use and are distance, day-of-week, and time-of-day insensitive. Non-transport charges do not apply.
- If at any time prior to the completion of its use period, any of customer's services is terminated for cause, for any service customer in its discretion terminates, or should customer fail at any time to comply with the conditions of this Section, at the time of termination or failure of compliance, the unused value of the COCC card shall be cancelled immediately by Company.

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# **SECTION 3** "Signature" Services - Description and Rates (Cont'd)

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#### 3.28 Freedom Plan Plus (FPP)

Boise, Idaho

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 January 15, 2009, 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 April 15, 2009, that are reflected on invoices rendered on or after May 15, 2009.

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