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DOCKET CONTROL

September 29, 2010
Via Overnight Delivery

Arizona Corporation Commission
DOCKETED

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Docket Control Center
Arizona Corporation Commission
1200 W. Washington Street
Phoenix, AZ 85007

RE: **Docket No. T-20423A-10-0153 , T-03228A-10-0153, T-03517A-10-0153**
Replacement Tariffs for Matrix Telecom, Inc. d/b/a VarTec Telecom and Clear Choice Communications (to replace Comtel Telcom Assets LP d/b/a VarTec Telecom and Clear Choice Communications tariffs currently on file with the A.C.C.)^{1/}

Dear Sir/Madame:

By Application dated April 21, 2010, Matrix Telecom, Inc. informed the Commission of its purchase of Comtel Telcom Assets LP. On June 15, 2010 the Commission approved this purchase by Order issued in Docket No. T-20423A-10-0153, and informed the companies that they had thirty (30) days to notify the Commission of the closing of the merger. Comtel has provided the Commission, via separate letter, notice of the August 2, 2010 closing on the transaction. This filing completes the transactions by replacing the Comtel Telecom Assets LP d/b/a VarTec Telecom tariffs currently on file with the Commission.

Enclosed for filing please find the original and thirteen (13) copies of the following tariffs:

1. Matrix Telecom, Inc. d/b/a VarTec Telecom and Clear Choice Communications A.C.C. Tariff No. 6 (Interexchange Toll Service) which replaces in its entirety Comtel Telcom Assets LP d/b/a VarTec Telecom and Clear Choice Communications A.C.C. Tariff No. 1 (Interexchange Toll Service); and
2. Matrix Telecom, Inc. d/b/a VarTec Telecom A.C.C. Tariff No. 7 (Local Exchange Service) which replaces in its entirety Comtel Telcom Assets LP d/b/a VarTec Telecom A.C.C. Tariff No. 2 (Local Exchange Service);

No changes to rates, rules or regulations have been made with this filing. The Company respectfully requests the above-referenced replacement tariffs to become effective on October 1, 2010.

^{1/} Please be advised the Comtel Telcom Assets LP d/b/a VarTec Telecom A.C.C. Tariff No. 3 (Switched Access Services), has been replaced by the Matrix Telecom, Inc. d/b/a Excel Telecommunications d/b/a VarTec Telecom A.C.C. Tariff No. 6 (Switched Access Services), filed under separate cover.

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Arizona Corporation Commission
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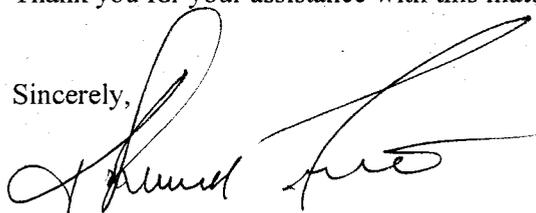
The Secretary of State approvals for Matrix's right to use the VarTec Telecom and Clear Choice Communications d/b/a fictitious names have been filed with the Secretary of State but as of this date the approvals have not been received. The approved d/b/a filings will be submitted to the Commission upon their receipt.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided.

Any questions you may have regarding this filing may be directed to me at 407-740-3001 or via email to tforte@tminc.com.

Thank you for your assistance with this matter.

Sincerely,



Thomas M. Forte
Consultant to Matrix Telecom, Inc.

Enclosures
TMF/mw

cc: ACC Compliance Section (1 copy)
S. Klopach - Matrix (Electronic Delivery)
file: Matrix (VarTec) - AZ IXC
Matrix (VarTec) - AZ CLEC
Matrix (VarTec) - AZ Access (Transmittal only)
tms: AZx1001

LOCAL TELECOMMUNICATIONS SERVICES TARIFF

This Arizona Tariff No. 7, issued by Matrix Telecom, Inc. d/b/a VarTec Telecom, cancels and replaces Comtel Telecom Assets LP d/b/a VarTec Telecom Arizona Tariff No. 2.

TITLE PAGE

ARIZONA LOCAL TELECOMMUNICATIONS TARIFF

This tariff contains the description, regulations, and rates applicable to the furnishing of Local Exchange Services provided by Matrix Telecom, Inc. d/b/a VarTec Telecom with principle offices at 433 E. Las Colinas Blvd., Ste. 400, Irving, Texas 75039. This tariff applies to Local Exchange Services furnished within the state of Arizona. This tariff is on file with the Arizona Corporation Commission, where copies may be inspected, during normal business hours.

Arizona Corporation Commission
1200 West Washington
Phoenix, AZ 85007-2996

The name, address and telephone number for the person who is responsible for providing information with respect to the operating procedures of Matrix Telecom, Inc. d/b/a VarTec Telecom are listed below.

Issued: September 30, 2010

Effective: October 1, 2010

Issued by: Scott Klopach, General Counsel
433 East Las Colinas Blvd., Suite 400
Irving, Texas 75039

LOCAL TELECOMMUNICATIONS SERVICES TARIFF

CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
1	Original	*	21	Original	*	41	Original	*
2	Original	*	22	Original	*	42	Original	*
3	Original	*	23	Original	*	43	Original	*
4	Original	*	24	Original	*	44	Original	*
5	Original	*	25	Original	*	45	Original	*
6	Original	*	26	Original	*	46	Original	*
7	Original	*	27	Original	*	47	Original	*
8	Original	*	28	Original	*	48	Original	*
9	Original	*	29	Original	*	49	Original	*
10	Original	*	30	Original	*	50	Original	*
11	Original	*	31	Original	*	51	Original	*
12	Original	*	32	Original	*	52	Original	*
13	Original	*	33	Original	*	53	Original	*
14	Original	*	34	Original	*	54	Original	*
15	Original	*	35	Original	*	55	Original	*
16	Original	*	36	Original	*	56	Original	*
17	Original	*	37	Original	*	57	Original	*
18	Original	*	38	Original	*	58	Original	*
19	Original	*	39	Original	*	59	Original	*
20	Original	*	40	Original	*	60	Original	*

* - indicates those pages included with this filing

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LOCAL TELECOMMUNICATIONS SERVICES TARIFF

CHECK SHEET, (CONT'D.)

PAGE	REVISION	*	PAGE	REVISION	*	PAGE	REVISION	*
61	Original	*	74	Original	*	87	Original	*
62	Original	*	75	Original	*	88	Original	*
63	Original	*	76	Original	*	89	Original	*
64	Original	*	77	Original	*	90	Original	*
65	Original	*	78	Original	*	91	Original	*
66	Original	*	79	Original	*	92	Original	*
67	Original	*	80	Original	*	93	Original	*
68	Original	*	81	Original	*	94	Original	*
69	Original	*	82	Original	*	95	Original	*
70	Original	*	83	Original	*	96	Original	*
71	Original	*	84	Original	*	97	Original	*
72	Original	*	85	Original	*	98	Original	*
73	Original	*	86	Original	*			

* - indicates those pages included with this filing

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LOCAL TELECOMMUNICATIONS SERVICES TARIFF

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LOCAL TELECOMMUNICATIONS SERVICES TARIFF

TARIFF FORMAT

Page Numbering - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially and from time to time new pages may be added to the tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Page Nos. 3 and 4 would be numbered 3.1.

Explanation of Symbols - When changes are made in any tariff page, a revised page will be issued canceling the tariff page affected. Changes will be identified on the revised page(s) through the use of the following symbols:

- (C) to signify changed listing, rule or condition which may affect rates or charges
- (D) to signify discontinued material, including listing, rate, rule or condition
- (I) to signify increase
- (L) to signify material relocated from or to another part of tariff schedules with no change in text, rate, rule or condition
- (N) to signify new material including listing, rate, rule or condition
- (R) to signify reduction
- (S) to signify reissued material
- (T) to signify a change in wording of text, but not change in rate, rule or condition
- (Z) to signify a correction

In addition to symbols for changes, each changed provision in the tariff shall contain a vertical line in the right hand margin of the page which clearly shows the exact number of lines being changed.

LOCAL TELECOMMUNICATIONS SERVICES TARIFF

APPLICATION OF TARIFF

This tariff applies to the furnishing of Local Exchange Services, as defined herein, by the Company. Local Exchange Services are furnished for the use of Customers in placing and/or receiving local telephone calls within the Local Service Area as defined herein. Services, features and functions will be provided where facilities, including but not limited to, billing capability, technical capability and the ability of the Company to purchase service elements from appropriate tariffs for resale are available.

The provision of Local Exchange Services is subject to existing regulations and terms and conditions specified in this tariff and the Company's current tariffs, and may be revised, added to or supplemented by superseding issues. Local Exchange Services described herein may be offered in conjunction with other telecommunications services described in and regulated by the Company's A.C.C. Tariff No. 6 "Telecommunications Services Tariff" currently on file with the Commission.

The Company reserves the right to offer its Customers a variety of competitive services as deemed appropriate by the Company.

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LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 1 - DEFINITIONS

1.1 Definitions of Terms

Account - A Customer record relating to service or equipment billed to a single telephone number. Service may be provided to one premises or may extend to another premises as long as it is part of the main telephone number.

Building - The term "same building" is to be interpreted to mean a structure under one roof, or two or more structures on the same premises which are connected by a covered passageway in which the wires or cables of the telephone company may be placed without exposure to outside electrical circuits or the weather. In no case can conduit be considered as a covered passageway. The term "same building" does not include those buildings connected by a covered public mall.

Central Office - A common carrier switching center in which trunks and loops are terminated and switched.

Collect Call - Denotes a billing arrangement by which the charge for a message may be reversed provided the charge is accepted at the called service point. A collect call may be billed to a Calling Card or third number. If the called service point is identified as a Pay Telephone, the charges must be billed to a Calling Card or third number.

Commission - Arizona Corporation Commission

LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 1 - DEFINITIONS, (CONT'D.)

1.1 Definitions of Terms, (Cont'd.)

Communications System - Channels and other facilities which are capable, when not connected to the Telecommunications Network, of two-way communications between terminal equipment.

Company or Carrier - Matrix Telecom, Inc. d/b/a VarTec Telecom unless otherwise clearly indicated by the context.

Construction Charge - A separate initial charge made for construction of pole lines, circuits, facilities, etc., in excess of that contemplated under the rates quoted herein.

Customer - The person, firm, corporation or other entity which initiates a call on the Company's network, or accepts billing for the call on the Company's network, subject to the terms and conditions of the Company's tariff regulations.

Demarcation Point - The point of demarcation and/or interconnection between a telecommunication provider's facilities and terminal equipment, protective apparatus or wiring at a subscriber's premises. Telephone company installed facilities at/or constituting the demarcation point shall consist of wire and/or a jack conforming to Sub-part F of Part 68 of the Federal Communications Commission's rules.

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LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 1 - DEFINITIONS, (CONT'D.)

1.1 Definitions of Terms, (Cont'd.)

Directory Listing - The publication in the white pages telephone directory of information relative to the Customer's assigned telephone number, by which telephone users are enabled to ascertain the telephone number of a desired individual or business.

Equipment Space - An area or areas, agreed upon by the parties, located on or within a structure that is specifically designated for the purpose of terminating regulated telephone services and housing facilities. The necessary security, lighting, commercial power and environmental controls are provided within this area.

Exchange - A telephone system which provides for service within a specified area known as the "Exchange Area."

Installation Charge - An initial and non-recurring charge made under certain conditions covering the cost or portion of the cost of the work of connecting and furnishing telephone service.

InterLATA - Calls or circuits between different Local Access and Transport Areas.

IntraLATA - Calls or circuits totally within the same Local Access and Transport Area.

LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 1 - DEFINITIONS, (CONT'D.)

1.1 Definitions of Terms, (Cont'd.)

Jurisdiction - A geographic area meeting each of the following conditions: presided over by the same regulatory body, within the boundary of a single state and an area in which the Company is authorized to provide service.

Local Access and Transport Area - A geographic area established for the administration of telecommunications service. It encompasses designated local operating telephone company exchanges which are grouped to serve common social economic and miscellaneous purposes.

Local Exchange Service - Local telephone service provided by any individual, partnership, association, joint-stock company, trust, governmental entity or corporation.

Local Service Area - The area within which service is furnished between stations without charge other than the regular exchange service charge, whether the service is flat rated or measured.

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LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 1 - DEFINITIONS, (CONT'D.)

1.1 Definitions of Terms, (Cont'd.)

Network Control Signaling - The transmission of signals used in the telecommunications system which performs functions such as supervision (control, status and charging signals), address signaling (e.g., dialing), calling and called number identification, audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of switching machines in the telecommunications system.

Pay Telephone - The equipment placed by a Payphone Service Provider to facilitate the provisioning of pay telephone service to the Customer. Such service is utilized by the use of coins or alternative billing mechanisms.

Premises - All portions of the same building occupied by the same Customer, provided that 1) the portions are not separated from each other by intervening offices, rooms or suites not occupied by the Customers, or 2) the portions on different floors are contiguous and that the portion on the upper floor is directly above the portion occupied on the lower floor. All of the buildings occupied by the same Customer, provided that all of the buildings are located on the same plot of ground and are not intersected by a public highway (A public highway is considered to mean a vehicular thoroughfare which is governmentally owned).

Station - The network control signaling unit, data set or other equipment at the Customer's premises which enables the Customer to establish the communications connections to effect communications through such connections. Denotes a termination of an individual exchange line or PBX trunk provided in accordance with the provisions of this tariff, in switching equipment located in an exchange foreign to the exchange in which the Customer is located.

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LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 1 - DEFINITIONS, (CONT'D.)

1.1 Definitions of Terms, (Cont'd.)

Subscriber - The person, firm, partnership, corporation, or other entity who designates the Company as its primary carrier for telecommunications service. Thus, the Subscriber has a pre-existing business arrangement with the Company and is also a customer.

Telecommunications Network - All facilities of the telephone company that are used to provide its services.

Telephone Company - Matrix Telecom, Inc. d/b/a VarTec Telecom

Telephone Number - A designation assigned to a subscriber's station for convenience in operating. Telephone numbers may include the name of a central office, which is termed the "Central Office Designation."

Termination Charge - A charge made to a subscriber if the contract is terminated prior to the expiration of the contract period.

LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 1 - DEFINITIONS, (CONT'D.)

1.2 Glossary of Acronyms

CO - Central Office

CPE - Customer Provided Equipment

DTMF - Dual Tone Multi-Frequency

ILEC - Incumbent Local Exchange Carrier

LEC - Local Exchange Carrier

LATA - Local Access and Transport Area

PBX - Private Branch Exchange

PIC - Primary Interexchange Carrier

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LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Company

2.1.1 General

The Company undertakes to provide the services offered in this tariff according to the terms and conditions and at the rates and charges specified herein.

The furnishing of Local Exchange Services consists of one way or two way communication to or from a Demarcation Point on the Customer's premises and another Demarcation Point within a Local Service Area as specified in Section 3 of this tariff.

Services, features and functions will be provided where facilities include, but are not limited to, billing capability and technical capability and such capabilities are available to the Company without unreasonable expense.

A month is considered to have thirty (30) days for the purpose of computing charges in this tariff.

Some services listed in this tariff (e.g., interexchange services) are offered in conjunction or association with services made available in the Company's Arizona Corporation Commission Telecommunications Services Tariff. For such services, the rules, regulations, terms and conditions detailed in the Company's interexchange tariff also apply.

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LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of Company, (Cont'd.)

2.1.2 Scope

The Company undertakes to furnish Local Exchange Services within the state of Arizona under the terms and conditions of this tariff. Service is available twenty-four (24) hours a day, seven (7) days a week.

The Company is responsible under this tariff only for the services and facilities provided herein. Should Customers use such services and facilities to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

2.1.3 Limitations

The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

The furnishing of service under this tariff is subject to availability on a continuing basis of all necessary facilities from the ILECs or other providers to the Company for resale.

LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of Company, (Cont'd.)

2.1.4 Terms and Conditions

Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the service, and the terms and conditions in this tariff. The Customer may also be required to execute any other documents as may reasonably be requested by the Company in connection with the provisioning of Local Exchange Services.

At the expiration of any term specified in a service order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party pursuant to an executed contract between the Customer and the Company or pursuant to Arizona rules and regulations. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

This tariff shall be interpreted and governed by the laws of the state of Arizona.

Other telecommunications companies must not interfere with the right of any person or entity to obtain service directly from the Company.

The Customer has no property right to the telephone number or any other number designation associated with services furnished by the Company. The Company reserves the right, on sixty (60) days notice, to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of Company, (Cont'd.)

2.1.5 Liability of the Company

The Company shall not be liable for any act or omission of any entity furnishing to the Company or the Company's Customers facilities or equipment used for or with the services the Company offers or for the acts or omissions of other telecommunications companies or Local Exchange Carriers.

With respect to any claim or suit, by a Customer or by others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of this tariff, the Company's liability, if any, shall be limited as provided herein.

The liability of the Company for damages arising out of the furnishing of its services, including but not limited to, mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruptions as set forth in Section 2.11. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

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LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of Company, (Cont'd.)

2.1.5 Liability of the Company, (Cont'd.)

The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services of equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other telecommunications companies shall be deemed to be agents or employees of the Company.

The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to the following: acts of God, fire, flood, explosion or other catastrophes; law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

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LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of Company, (Cont'd.)

2.1.5 Liability of the Company, (Cont'd.)

The Company shall not be liable for any damages or losses due to the fault or negligence of, or any omission by, the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by and other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign a service order acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of Company, (Cont'd.)

2.1.5 Liability of the Company, (Cont'd.)

Notwithstanding the Customer's obligations as set forth in Section 2.4, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this tariff including:

- A. claims for defamation, libel, slander, invasion of privacy, infringement of copyright, unauthorized use of trademark, trade name, or service mark, unfair competition, interference with, misappropriation or violation of any contract, proprietary or creative right, or any other injury to any proprietary or creative right, or any other injury to any person, property or entity arising from the material, data, information or content, revealed to, transmitted, processed, handled or used by the Company under this tariff;
- B. patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others and
- C. all other claims arising out of any act or omission of the Customer or others in connection with any service provided by the Company pursuant to this tariff.

The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim.

LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of Company, (Cont'd.)

2.1.5 Liability of the Company, (Cont'd.)

The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a peculiar use, except those expressly set forth herein.

The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

The underlying service provider shall intercept all calls to a number listed incorrectly in the telephone directory until a new directory is distributed or a correction sheet is mailed to each Customer.

In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by the number. The Company will try to prevent the disclosure of the number of such telephone but will not be liable should such number be divulged.

When a Customer with a non-published telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described herein.

LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of Company, (Cont'd.)

2.1.5 Liability of the Company, (Cont'd.)

With respect to Emergency 911 Service, the following applies:

- A. This service is offered as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the Customer or others, caused or claimed to have been caused by mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service or installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

- B. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, occasion by the use of Emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Customers, agencies or municipalities, or the employees or agents of any one of these.

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LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of Company, (Cont'd.)

2.1.6 Notification of Service

The Company will provide the Customer reasonable notification, including the planned date, time and duration, of activities affecting service that may occur in normal operation of its business. Such activities may include but are not limited to, equipment or facilities additions, removals or rearrangements and routing and preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned conditions affecting service, such as outage resulting from cable damage, notification to the Customer may not be possible.

2.1.7 Provision of Equipment and Facilities

The Company shall use reasonable efforts to make services available to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability, except as stated or expressly provided for in this tariff.

The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer, or anyone designated by the Customer (except the ILEC) may not rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon written consent of the Company.

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LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of Company, (Cont'd.)

2.1.7 Provision of Equipment and Facilities, (Cont'd.)

The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

- A. the transmission of signals by Customer-provided equipment or for the quality of or defects in such transmission;
- B. the reception of signals by Customer-provided equipment; or
- C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

The Company may substitute, change or rearrange any equipment or facility at any time and from time to time but shall not thereby degrade the technical parameters of the service provided to the Customer.

Equipment the Company provides or installs at the Customer premises for use in connection with services the Company offers, shall not be used for any purpose other than that for which the Company provides, installs or has installed on its behalf.

LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of Company, (Cont'd.)

2.1.8 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on the cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours and continues into time periods, including but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains with the Company, its agents or contractors or the ILEC.

2.1.10 Special Construction

If the provision of service to a Customer would require the construction of additional facilities, replacement facilities or special facilities designed to meet the Customer's particular needs, the Company, at its option, may seek to obtain the facilities from another carrier, or may construct the facilities. The Customer may be required to pay all of the Company's fees and expenses associated with obtaining or constructing the facilities, including but not limited to, any unusual maintenance costs or removal costs. Construction charges may be required, at the Company's option, prior to commencing work or when billing is rendered. The Customer may be required to enter into a written agreement to pay the construction charges if they are not paid prior to initiation of service.

LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of Company, (Cont'd.)

2.1.10 Special Construction, (Cont'd.)

Any facilities constructed by the Company by the use of construction charges, however financed, shall be and remain the property of the Company, unless otherwise agreed to by the Company pursuant to a written agreement. The Customer does not obtain any rights of ownership in facilities provided by the Company.

The charges and regulations applicable to special construction apply in connection with all classes of service, facilities or equipment furnished by the Company and are in addition to the installation charges, service connection and move charges and monthly service charges otherwise applicable to the provision of service to the Customer pursuant to other sections of this tariff.

2.2 Prohibited Uses

The services the Company offers shall not be used for any unlawful purposes or for any use which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Services may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a duly authorized regulated telecommunications company.

The Company may require a Customer to discontinue its transmission of signals if said transmission is causing interference to others.

The Company may discontinue service if a Customer fails to comply with any of the rules herein. The Customer's service will only be suspended or discontinued as allowed under the Arizona Administrative Code.

LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Discontinuance and Restoration of Service

2.3.1 Intentional Abuse of Service

The Company has the right to refuse telephone service to any premises and at any time to discontinue telephone service, if it finds it necessary to do so to protect itself against intentional abuse. Intentional abuse of service includes, without limiting the generality of the foregoing, the use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of an exchange service charge. Another form of such abuse is an intentional uninterrupted connection of one exchange station to another station, excluding those connections charged for on an elapsed time basis, which permits the use of the facilities in a manner similar to private line service. It also includes intentional receiver off-hook conditions.

2.3.2 Disconnection of Service for Cause

Upon non-payment of any sum due to the Company or upon violation of any of the conditions governing the furnishing of services as provided in this tariff, the Company may by notice in writing mailed to the Customer, without incurring any liability, temporarily discontinue the furnishing of service to the Customer. Telephone services may be discontinued five (5) days after mailing notice of intention to discontinue service, and a service order charge will be made by the Company for restoration of such account and/or line. If the Company elects to discontinue service, the Customer shall be responsible for all charges through the date of termination.

LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Discontinuance and Restoration of Service, (Cont'd.)

2.3.2 Disconnection of Service for Cause, (Cont'd.)

If any Customer-provided equipment is used with facilities provided by the Company in violation of any law or any of the provisions in this tariff, the Company will take such action as is necessary for the protection of its facilities or the service of its other Customers and other persons provided with telecommunications services. The Customer shall discontinue such use of the equipment or correct the violation immediately upon actual or constructive knowledge of a violation and shall confirm in writing to the Company within seven (7) calendar days that such use has ceased or that the violation has been corrected. Failure of the Customer to discontinue such use or correct the violation and to give the required written confirmation to the Company within the time stated above shall result in interruption of the service of the Customer creating the violation, once appropriate notice of the potential disconnection or suspension has been provided by the Company to the Customer pursuant to Arizona Administrative Code.

Service may be refused, reduced, or partially or completely discontinued without notice in the event the Company is informed that the service is used in such a manner that will adversely affect the Company's service to others.

The Company may disconnect service in accordance with the terms hereof without any liability except for an appropriate refund of any service deposit with accrued interest.

Customers having their local service terminated by the Company will be notified by the Company in accordance with the applicable rules and regulations of the Commission regarding termination of service.

LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Discontinuance and Restoration of Service, (Cont'd.)

2.3.3 Restoration of Service

When a Customer's service has been disconnected in accordance with this tariff, service will be re-established only upon the basis of an application for new service.

If a service has been suspended, discontinued or disconnected for nonpayment, service will be re-established upon receipt of all charges due, which includes charges for services and facilities during the period of suspension and which may include a service restoration fee. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order or certified check. If such payment is made by personal check, restoration of service will be effective only upon bank clearance of the check.

2.4 Customer Obligations and Liability

The Customer is responsible for the payment of bills associated with the use of the Company's service. Whether or not authorized by the Customer, this includes payment for calls and services: (1) originated at the Customer's number(s), (2) accepted at the Customer's number(s) (e.g., collect calls) and/or (3) incurred at the specific request of the Customer.

The Customer is responsible for making the Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Customer Obligations and Liability, (Cont'd.)

The Customer is responsible for reimbursing the Company for damages to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer, the non-compliance by the Customer with these regulations or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company may, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage, and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.

The Customer is responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Local Exchange Service to the Customer from the cable building entrance or property line to the location of the equipment space described herein. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

The Customer is responsible for complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible as defined herein, and granting or obtaining permission for the Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

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LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Customer Obligations and Liability, (Cont'd.)

The Customer is responsible for providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the operating environment on such premises.

The Customer shall be responsible for placing orders for service. When placing an order for service, Customer must provide the name(s) and address(es) of the person(s) responsible for the payment of service charges, the name(s), telephone number(s), and address(es) of the Customer contact person(s) and any other information as deemed appropriate by the Company.

The Customer is responsible for providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.

The Customer is responsible for not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

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LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

2.5.1 any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or guests of either the Company or the Customer, to the extent caused by or resulting from negligent or intentional act or omission of the Customer, its employees, agents, representatives or

2.5.2 any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, with limitation, use of the Company's services and facilities in a manner not contemplated by the service order between the Customer and the Company.

2.6 Customer Equipment and Channels

2.6.1 Interconnection of Facilities

Services furnished by the Company may be connected to the services or facilities of other authorized telecommunications companies only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other telecommunications companies which are applicable to such connections. Service furnished by the Company is not part of a joint undertaking with such other carriers.

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Local Exchange Service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Customer Equipment and Channels, (Cont'd.)

2.6.1 Interconnection of Facilities, (Cont'd.)

Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provision of this tariff.

2.6.2 Customer Responsibility

The Customer is responsible for taking all necessary legal steps for interconnecting his/her Customer-provided terminal equipment of communications systems with the Company's facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

2.7 Inspections

Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of any Customer-provided facilities and equipment to any Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

If the protective requirements for Customer-provided equipment are not being complied with, The Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company may immediately and without notice deny service when the Customer submits Company or non-Company personnel to hazardous conditions. When the Customer circumvents the Company's ability to charge for its services, to prevent and protect against fraud or acts in a way that may cause immediate harm to the local exchange network or other Company services, the Company will give the Customer prior notice before denying service pursuant to Arizona Administrative Code.

LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Payments and Charges

2.8.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer, whether authorized or not. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, and in connection with a service for which a the Company charge is specified, those charges may be passed on to the Customer.

Customers may pay for service by credit card, an authorized payment agent, or check or other method of payment as deemed appropriate by the Company.

The Company will bill Customer a one-time charge of \$15.00 if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

A. Alternative Payment Processing

The Company allows Customers to make payment for services rendered through alternative payment processing options, including but not limited to, credit card payments and automated clearing house ("ACH") transactions. Customers may make payment using alternative payment processing through the Company's Customer Care Center, the Company's internet website or other methods approved by the Company. When a payment for service is made by an alternative payment processing option, processing fees as described in Section 4.8 of this Tariff may apply. The acceptance of alternative payment processing options for the satisfaction of the Customer's debts to Carrier shall not constitute a waiver by Carrier of its right to payment by legal tender.

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LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Payments and Charges, (Cont'd.)

2.8.2 Taxes

Any assessments, franchise fees, privileges, licenses, occupation, excise, or other similar fees or taxes, whether in a lump sum or at a flat rate, based upon receipts or property units, imposed upon the Company by any governmental authority shall be added pro rata, insofar as practical, to the rates and charges stated in the Company's rate schedules. The Company shall, so long as any such tax or fee is in effect, add to the bills of the Customers an amount sufficient to recover any such tax or fee and may list this amount separately on the bill.

2.8.3 Establishment and Re-establishment of Credit

The Company may conduct a credit investigation of each Customer or applicant prior to accepting the service order, Customer deposit or advance payment. A Customer whose service has been discontinued by the Company for non-payment of bills for any telecommunications service will be required to pay all bills due to the Company for telecommunications services or make other arrangements satisfactory to the Company and to re-establish credit before service is restored or any service started.

2.8.4 Billing and Collection

The Customer is responsible for payment of all charges for equipment or facilities and services furnished by the Company to the Customer.

The Company will establish a monthly billing date for each Customer account and shall bill all charges incurred by, and credits due to the Customer under this tariff. Recurring charges are billed in advance of the month(s) in which service is provided, except where prohibited by law. Usage sensitive charges will be billed for the preceding billing period. Recurring charges and usage sensitive charges for the federal government will be billed in arrears. Bills are due by the payment due date shown on the bill.

LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Payments and Charges, (Cont'd.)

2.8.4 Billing and Collection, (Cont'd.)

Monthly rates for any service provided under this Tariff will apply for each month, or partial month. When a Customer cancels service or when service is discontinued by the Company during a billing cycle, new charges will not be assessed for billing periods subsequent to the discontinuance of service.

2.8.5 Billing Disputes

The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute. The Customer is responsible for notifying the Company, either verbally or in writing, of any charges in dispute and the specific basis of such dispute. All charges not in dispute shall be paid by the Customer by the payment due date. Upon notification of a dispute, the Company shall undertake an investigation of the disputed charges. At the conclusion of the investigation, the Company shall notify the Customer of any amount determined by the Company to be correctly charged, and such amount shall become immediately due. Amounts determined by the Company to be correctly charged shall also be subject to the late payment fee specified in this tariff.

In the event of a dispute, the Customer may be liable for reasonable court costs and attorneys' fees.

2.8.6 Advance Payments

The Company may require a Customer or applicant to make an advance payment as a condition of continued or new service. The Company reserves the right to require from an applicant advance payments of recurring and non-recurring charges, estimated usage charges and other charges and guarantees in such amount as may be deemed necessary by the Company for safeguarding its interests. In addition, where special construction is involved, advance payment of the construction charges quoted may be required at the time of application. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made.

LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Payments and Charges, (Cont'd.)

2.8.7 Deposits

The Company may require a deposit, or an increase in the amount of deposit, of a Customer who cannot establish a credit standing satisfactory to the Company. If the actual bills of the Customer subsequently rendered prove that the deposit is either insufficient or excessive, the deposit may be changed in accordance with the facts.

Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

A deposit is returned to the Customer, less any amounts due the Company when service is disconnected. If a residential Customer has paid all bills by the due date for the last twelve (12) months, the Company must promptly refund the deposit. The Company is not required to refund deposits on business or commercial accounts until the account is closed. Refunds may be made through a credit on the next billing cycle. Even though a deposit is made, the Customer must still pay bills, including any advance payments, when requested. A Customer's payment of a deposit does not waive or modify the Company's practice of disconnecting service for failure to pay any bills.

2.8.8 Late Payment Fee

If any portion of a Customer's payment is not received by the Company two business days prior to the next billing cycle, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, a late payment fee shall be due to the Company. The late payment fee shall be the portion of the payment not received two business days prior to the next billing cycle, multiplied by 1.5%. For unpaid balances of \$10.00 or more, a minimum late payment fee of \$5.00 shall apply.

LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Payments and Charges, (Cont'd.)

2.8.8 Late Payment Fee, (Cont'd.)

Late payment fees do not apply to the disputed portion of unpaid balances, if resolved in favor of the Customer. Any disputed portion of unpaid balances, if resolved in favor of the Company, may be subject to the late payment fee as of the original due date noted on the Customer's bill. Undisputed amounts of the same bill may be subject to the late payment fee if they remain unpaid by the due date noted on the Customer's bill.

2.8.9 Multi-brand and Affiliate Credit and Collections Practices

The Company may collect on behalf of the Company and/or its affiliates or brands in one or more transactions as permitted by law.

The Company reserves the right to apply credit balances from one of the Company affiliates or brands to another to satisfy outstanding account balances for billed regulated telecommunications services.

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LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Cancellation, Discontinuance and Changes

2.9.1 Cancellation of Application for Service

When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for these specified herein.

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply but in no case, shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Cancellation, Discontinuance and Changes, (Cont'd.)

2.9.1 Cancellation of Application for Service, (Cont'd.)

Where the Company incurs an expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies.

The charges described above will be calculated and applied on a case-by-case basis.

2.9.2 Cancellation of Service

If a Customer cancels a service order or terminates services before the completion of the term for any reason whatsoever, the Customer agrees to pay the Company the following:

- A. all nonrecurring charges reasonably expended by the Company to establish service to the Customer.
- B. any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by the Company.
- C. all recurring charges associated with the service being utilized for the balance of applicable term.
- D. any other charges set forth in this tariff or in the service order for such early cancellation or termination.

The above sums shall become due as of the effective date of the cancellation or termination and be payable within the period, as set forth in this tariff.

LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Cancellation, Discontinuance and Changes, (Cont'd.)

2.9.3 Discontinuance of Service

The Company may discontinue or refuse to furnish any and/or all service(s) to the Customer or applicant for service without incurring any liability if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities, equipment, assets or service.

The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due for service(s) rendered up to the time of discontinuance. In addition, the Company may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer, to be immediately due and payable.

In the event the Company incurs fees or expenses, including attorneys' fees, in collecting or attempting to collect any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonable incurred.

The Company may discontinue service of any Customer who, with intent to annoy, telephones another and addresses to or about such other person any obscene language or addresses to such other person any threat to inflict injury to the person or property of the person addressed or any family member.

The Company may discontinue service of any Customer who, with intent to annoy, repeatedly telephones another without disclosing his true identity to the person answering the telephones, whether or not conversation ensues during the telephone calls.

LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Cancellation, Discontinuance and Changes, (Cont'd.)

2.9.3 Discontinuance of Service, (Cont'd.)

The Company may, without incurring any liability, discontinue or suspend service without notice or refuse service if: (a) the Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, its past or current use of communications services, or its planned use of the Company's service(s); (b) the Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service or (c) the Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by using or attempting to use any fraudulent means or devices.

The Company may, without incurring any liability, discontinue or suspend service within five (5) days written notice, or refuse service if (a) the Customer refuses to furnish information to the Company regarding the Customer's creditworthiness, his/her past or current use of communications services or his/her planned use of service(s); (b) the Customer states that he/she will not comply with a request of the Company for deposits and/or advance payments, as specified in this tariff; (c) any material portion of the facilities used by the Company to provide service to the Customer is condemned or a casualty renders all or any material portion of such equipment or facilities inoperable beyond feasible repair; (d) any governmental order or directive calls for the discontinuation of service, the Customer alters the services to be provided, or the Customer violates an applicable federal, state or local law or regulation or (e) the Customer uses service without payment for the service or the Customer fails to pay any amounts owed to the Company for services to which the Customer subscribes or had subscribed or used.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Cancellation, Discontinuance and Changes, (Cont'd.)

2.9.4 Changes in Service

If the Customer makes or requests material changes in circuit engineering, equipment or facility specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, Customer charges shall be adjusted accordingly.

2.10 Credit Allowance - Directory Listings

Subject to the provisions of Section 2.1.4 of this tariff, the Company shall allow, for errors or omissions in alphabetical telephone directories (excluding the use of bold face type), an amount within the following limits:

- A. for listings and lines of information in alphabetical telephone directories furnished at additional charge, an amount not in excess of the charge for that listing during the effective life of the directory in which the error or omission occurred.
- B. for listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.11 Allowances for Interruptions in Service

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of twenty-four (24) hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs.

It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to the Company's terminal. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.11.1 Credit Allowances

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for by the Company.

Credit allowances for failure of service or equipment starts when Customer notifies the Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.

LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.11 Allowances for Interruptions in Service, (Cont'd.)

2.11.1 Credit Allowances, (Cont'd.)

For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the monthly Charges specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for services outages that exceed 24 hours in duration will be rounded up to the next whole twenty-four (24) hours.

2.11.2 Limitations on Allowances

No credit will be made for interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or for interruptions due to the negligence of any person using the Company's facilities with the Customer's permission. No credit will be given by the Company for interruptions due to the failure or malfunction of non-Company equipment or interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions. No credit will be given to the Customer for interruptions of service during a period in which the Customer continues to use the service on an impaired basis, interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements, or interruption of service due to circumstances or causes beyond the control of the Company.

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LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.12 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and equipment or facilities provided by the Company without the written consent of the Company. The Company may assign its rights and duties without prior notice or consent (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer or substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

2.13 Notices and Communications

All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

The Company or the Customer shall advise the other party of any changes to the address designated for notices, billing or other communications.

LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.14 Violation of Regulations

When any terminal equipment or communications system is used with Local Exchange Services in violation of any of the provisions of this tariff, the Company will take any necessary immediate action to protect its services or interests, including disconnection of the service, and will promptly notify the Customer of the violation in writing. Within ten (10) days upon receipt of said notification, the Customer shall discontinue such improper use of the terminal equipment or communications system or correct the violation and shall confirm in writing to the Company that such use has ceased or that the violation has been corrected. Failure of the Customer to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated above shall result in disconnection of the Customer's service until such time as the Customer complies with the provisions of this tariff.

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LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - SERVICE DESCRIPTIONS

3.1 General

The Company's Local Exchange Service provides Customers with unlimited calling to points within their designated local calling area. The Company's service areas are limited to the exchanges listed in Section 3.1.1 following.

The Company also provides optional services to allow Customers to efficiently manage the call flow generated over their telephone line(s). These services are subject to availability of facilities and compatibility with Customer type of access line and premises equipment. Optional services are only available to Customers of the Company's basic local services and are not available on Centrex and PBX trunks. When multiple services are activated on the same line, certain services may take precedence over others.

3.1.1 Service Areas and Zones

Local exchange telecommunications services provided by the Company shall be limited to Customers within the following exchanges as defined by the exchange maps filed by the incumbent Local Exchange Carriers and currently on file with the Commission.

A. Zone 1

Phoenix Metropolitan Exchanges including:

Agua Fria, Anthem, Chandler, Deer Valley, Gilbert, Glendale, Litchfield Park, Marana, Mesa, North Phoenix, Scottsdale and Tempe

Tucson

Yuma

LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.2 Basic Residential Local Service

Basic Residential Local Service allows residential Customers to place local calls according to the rates as set forth herein. The standard features of Basic Residential Local Service include an assigned telephone number, dial tone, Dual Tone Multi-Frequency (DTMF B i.e., Touch Tone) and rotary signaling, access to long distance services and unlimited local calling within the standard local calling area.

Customers of Basic Residential Local Service have the ability to utilize 911/E911 emergency services, 711, 611 and 411 services (where available), operator services and long distance services. In addition, the Customer will have a listing in the applicable 911/E911 database, white pages telephone directory and the Directory Assistance database. Information obtained from the Customer is required but may have a designation for non-publication.

Increments for provision of non-optional Extended Area Service will be added when applicable.

Basic Residential Local Service is available only as part of the Company's One ChoiceSM Premium Package. Rates and charges associated with the Company's One ChoiceSM Premium Package are set forth in Section 4.2.1 following.

LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.2 Basic Residential Local Service, (Cont'd.)

3.2.1 One ChoiceSM Classic Select Package

One ChoiceSM Classic Select Package provides residential Customers in Arizona with local and long distance calling for a flat rate. As of March 26, 2004, One ChoiceSM Classic Select Package is only available to existing customers of the One ChoiceSM Classic Select Package (formerly known as One ChoiceSM Select Package). In order to subscribe to One ChoiceSM Classic Select Package, Customers must select the Company as the primary service provider for local exchange, intraLATA interexchange and interLATA interexchange telecommunications services. Furthermore, Customers must select one of the following two long distance plans: One ChoiceSM Long Distance Service (a.k.a. VarTec VoiceSM Service) as described in Section 3.26 of the Company's A.C.C. Telecommunications Services Tariff or FiveLineSM Service as described in Section 3.14 of the Company's A.C.C. Telecommunications Services Tariff. The availability of One ChoiceSM Classic Select Package to Customers may be restricted based upon both the Company's access to services through the incumbent local exchange carrier and the Customer's creditworthiness as determined by information contained in a credit bureau report received from a credit reporting agency.

One ChoiceSM Classic Select Package includes Basic Residential Local Service as described in Section 3.2, Call Waiting as described in Section 3.4.8, Call Return as described in Section 3.4.7, Caller ID - Name & Number as described in Section 3.4.10, Auto Redial as described in Section 3.4.1, Anonymous Call Rejection as described in Section 3.4.13 and 100 minutes of domestic long distance usage which are subject to call length minimums associated with the Customer's selected long distance calling service, the FiveLineSM Service or the VarTec VoiceSM Long Distance Service. Any additional long distance usage beyond the included minutes will be billed according to the same selected long distance plan. The included long distance usage does not accumulate on a month-to-month basis, and no credit will be given to Customers who do not use the included allotted minutes. One ChoiceSM Classic Select Package does not include equipment associated with the Caller ID - Name & Number feature.

Rates and charges associated with One ChoiceSM Classic Select Package are set forth in Section 4.2.1 following.

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.2 Basic Residential Local Service, (Cont'd.)

3.2.2 One ChoiceSM Classic Elite Package

One ChoiceSM Classic Elite Package provides residential Customers in Arizona with local and long distance calling for a flat rate. As of March 26, 2004, One ChoiceSM Classic Elite Package is only available to existing customers of the One ChoiceSM Classic Elite Package (formerly known as One ChoiceSM Elite Package). In order to subscribe to One ChoiceSM Classic Elite Package, Customers must select the Company as the primary service provider for local exchange, intraLATA interexchange and interLATA interexchange telecommunications services. Furthermore, Customers must select one of the following two long distance plans: One ChoiceSM Long Distance Service (a.k.a. VarTec VoiceSM Service) as described in Section 3.26 of the Company's A.C.C. Telecommunications Services Tariff or FiveLineSM Service as described in Section 3.14 of the Company's A.C.C. Telecommunications Services Tariff. The availability of One ChoiceSM Classic Elite Package to Customers may be restricted based upon both the Company's access to services through the incumbent local exchange carrier and the Customer's creditworthiness as determined by information contained in a credit bureau report received from a credit reporting agency.

One ChoiceSM Classic Elite Package includes Basic Residential Local Service as described in Section 3.2, Call Waiting as described in Section 3.4.8, Caller ID - Name & Number as described in Section 3.4.10, Speed Calling as described in Section 3.4.11, Three-Way Calling as described in Section 3.4.12, Call Return as described in Section 3.4.7, Anonymous Call Rejection as described in Section 3.4.13, Auto Redial as described in Section 3.4.1, Selective Call Rejection as described in Section 3.4.15 and 200 minutes of domestic long distance usage which are subject to call length minimums associated with the Customer's selected long distance service, the FiveLineSM Service or the VarTec VoiceSM Long Distance Service. Any additional long distance usage beyond the included minutes will be billed according to the same selected long distance plan. The included long distance usage does not accumulate on a month-to-month basis, and no credit will be given to Customers who do not use the included allotted minutes. One ChoiceSM Classic Elite Package does not include equipment associated with the Caller ID - Name & Number feature.

Rates and charges associated with One ChoiceSM Classic Elite Package are set forth in Section 4.2.2 following.

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.2 Basic Residential Local Service, (Cont'd.)

3.2.3 VarTec Friends-R-FreeSMClassic Package

The VarTec Friends-R-FreeSM Classic Package provides Customers with local and long distance calling for a flat monthly rate. As of January 19, 2003, VarTec Friends-R-FreeSM Classic Package is only available to existing customers of the Friends-R-FreeSM Classic Package (formerly known as Friends-R-FreeSM Package). In order to select the VarTec Friends-R-FreeSM Classic Package, Customers must subscribe to the Company as their primary service provider for local exchange services. Customers may also select the Company for intraLATA interexchange and interLATA interexchange telecommunications services or may utilize the Company's interexchange services by using a Company-designated 10-1X-XXX access code. Furthermore, Customers must select one of the following two (2) the Company long distance plans: One ChoiceSM Long Distance Service (a.k.a. VarTec VoiceK Service) as described in Section 3.26 of the Company's A.C.C. Telecommunications Services Tariff or FiveLineSM Service as described in Section 3.14 of the Company's A.C.C. Telecommunications Services Tariff. The availability of the VarTec Friends-R-FreeSM Classic Package to Customers may be restricted based upon both the Company's access to services through the incumbent local exchange carrier and the Customer's creditworthiness as determined by information contained in a credit bureau report received from a credit reporting agency.

The VarTec Friends-R-FreeSMClassic Package includes Basic Residential Local Service as described in Section 3.2, Call Return as described in Section 3.4.7, Call Waiting as described in Section 3.4.8, Three-Way Calling as described in Section 3.4.12, Caller ID - Name & Number as described in Section 3.4.10 and Call Waiting ID as described in Section 3.4.14. The VarTec Friends-R-FreeSM Classic Package does not include equipment associated with the Caller ID - Name and Number feature.

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LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.2 Basic Residential Local Service, (Cont'd.)

3.2.3 VarTec Friends-R-FreeSM Classic Package, (Cont'd.)

Customers who select the VarTec Friends-R-FreeSM Classic Package will receive an allotment of 100 minutes per month of interstate and intrastate (interLATA and intraLATA) usage. The call length minimums with the Customer's selected long distance calling plan, the FiveLineSM Service or One ChoiceSM Long Distance Service (a.k.a. VarTec VoiceK Long Distance Service) will apply to the included 100 minutes. Any additional long distance usage beyond the included 100 minutes will be billed according to the Customer's selected long distance plan. The 100 minutes of long distance domestic usage will not accumulate on a month-to-month basis, and no credit will be given to Customers who do not use the included allotted minutes. Unused minutes will be forfeited at the end of the calendar month.

As noted above, rates and charges for the FiveLineSM Service or One ChoiceSM Long Distance Service (a.k.a. VarTec VoiceSM Long Distance Service) are listed in the Company's A.C.C. Telecommunications Services Tariff - Sections 3.14 and 3.26, respectively.

If VarTec Friends-R-FreeSM Classic Package Customers originate calls by dialing 1+ (Area Code) and telephone number or 1+ (10XXX) + (Area Code) and telephone number on a direct-dialed basis and terminate calls to other VarTec Friends-R-FreeSM Classic Package or VarTec Friends-R-FreeSM Package Customer's telephone number(s), they will be eligible to receive Friends-R-FreeSM Classic Feature as described in Section 3.2.3.1 following.

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LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.2 Basic Residential Local Service, (Cont'd.)

3.2.3 VarTec Friends-R-FreeSM Classic Package, (Cont'd.)

A. Friends-R-FreeSM Classic Feature

Customers of the VarTec Friends-R-FreeSM Classic Package may place unlimited 1+, direct-dialed calls or use a Company-designated casual calling (dial-around) code when dialing long distance calls to other Customers subscribing to the Company's Friends-R-FreeSM Classic Package or Friends-R-FreeSM Package at no additional charge. However, the long distance usage to other Customers subscribing to the Company's Friends-R-FreeSM Classic Package or Friends-R-FreeSM Package is not deducted from the included 100 minutes of domestic long distance usage described above.

Customer telephone numbers which are not capable of being subscribed to an interexchange carrier, and telephone numbers which are associated with Company 800/8XX service(s) or access codes associated with Company services other than switched services (e.g., travel calling card service numbers) are not eligible for inclusion in or the benefits of the Company's Friends-R-FreeSM Classic Feature.

If a Customer discontinues his or her VarTec Friends-R-FreeSM Classic Package, only those eligible long distance calls which were made while he or she was a Customer with the VarTec Friends-R-FreeSM Classic Package will receive the Friends-R-FreeSM Classic Feature.

The Friends-R-FreeSM Classic Feature does not apply to service which is provided on any special access line or Local Exchange Company service line for which the Customer pays a rate described as a business or commercial special access line in an applicable Local Exchange Company access service tariff.

The VarTec Friends-R-FreeSM Classic Package is intended for residential use only, and all terms of the Friends-R-FreeSM Classic Package Acceptable Use Policy set forth as follows in Section 3.2.3.2 apply.

LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.2 Basic Residential Local Service, (Cont'd.)

3.2.3 VarTec Friends-R-FreeSM Classic Package, (Cont'd.)

B. Acceptable Use Policy

Friends-R-FreeSM Classic service is for residential voice use only and provides unlimited interstate and intrastate long distance calls between residential telephone lines that are enrolled in the Friends-R-FreeSM Classic or Friends-R-FreeSM service plans. Only calls that originate from and terminate at telephone numbers enrolled in the Friends-R-FreeSM Classic or Friends-R-FreeSM service plans are eligible. Certain excessive uses or calling patterns, however, may be considered evidence of abuse or disallowed commercial or data usage and may result in termination of the service and/or assessment of a fee. Calling patterns other than that which are considered usual and normal based on Customer calling history or industry standards may cause termination of service.

The Friends-R-FreeSM Classic service plan is intended only for residential voice use usage. Use for home office, small business, large commercial business, or other commercial use is prohibited and may result in termination of the service. Customer account usage and calling patterns may be reviewed periodically at the discretion of the Company. Customer use of the Friends-R-FreeSM Classic service plan that reflects calling patterns other than those that are considered usual and normal for residential customers based on industry standards or personal past calling history may be considered abuse and result in termination of service without refund or the possibility of renewal.

The Company reserves the right in its sole discretion to cancel service for violation of this policy or other terms and conditions of service at any time. By selecting Friends-R-FreeSM Classic service plan, Customer agrees to use the service in accordance with this acceptable use policy and other terms and conditions of service and to indemnify and hold the Company harmless from any claims resulting from use or misuse of its products and services.

This Acceptable Use Policy may be revised periodically without notice. Customers agree that revisions are applicable to your then current service and usage.

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.2 Basic Residential Local Service, (Cont'd.)

3.2.3 VarTec Friends-R-FreeSM Classic Package, (Cont'd.)

B. Acceptable Use Policy, (Cont'd.)

Prohibited Use/Abuse

The following are prohibited uses of the Friends-R-FreeSM Classic service plan that may result in termination of service:

- Calling patterns and usage that considerably exceed what is considered usual and normal for residential customers by industry standards
- Calling usage that considerably exceeds your established history of usage
- Use for any type of commercial business
- Commercial faxing, fax broadcasting, or fax blasting
- Use of Auto-Dialers or predictive dialer
- Use of Phone Chat Rooms
- Calls to 900 or 976 numbers
- Modem data transfer
- Use for dialing into an ISP or any type of data transmission
- Use for medical transcription
- Use is not for call back, call sell, or debit card services
- Service is not to be used for call centers or telemarketing
- Any use not consistent with residential voice usage, or for which the service is otherwise intended

Customers who exceed 2000 minutes of combined intrastate and interstate long distance usage in one month may have their service plan evaluated for compliance with this acceptable use policy. Depending on the evaluation results, Customers whose use constitutes, in the Company's sole discretion, violation of this policy will be notified in writing that their Friends-R-FreeSM Classic service plan may be terminated and/or a \$50.00 data/commercial usage fee assessed for any subsequent violation.

The Company reserves the right, in the event of fraud, to terminate service immediately without notice or exigent circumstances.

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LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.2 Basic Residential Local Service, (Cont'd.)

3.2.4 One ChoiceSM Additional Line Service

One ChoiceSM Additional Line Service provides the same features and benefits of Basic Residential Service as described in Section 3.2, including unlimited local calling and the ability to utilize 911 emergency services. As of March 26, 2004, One ChoiceSM Additional Line Service is only available to existing customers of the One ChoiceSM Additional Line Service. One ChoiceSM Additional Line Service is only available to Customers who also subscribe to one of the Company's One ChoiceSM Bundled Packages described herein, and this service may not be available in all areas. One ChoiceSM Additional Line Service must be installed at the same service address as the Customer's primary line subscribed to one of the One ChoiceSM Bundled Packages and must be billed on the same account. Any additional benefits of the Customer's selected One ChoiceSM Bundled Package, such as included long distance minutes or Call Management features, do not apply to One ChoiceSM Additional Line Service. Optional Call Management features as described in Sections 3.4 and 4.4 are available to subscribers of One ChoiceSM Additional Line Service and will be billed at the rates defined therein in addition to all charges associated with the Customer's One ChoiceSM Additional Line Service.

In order to subscribe to One ChoiceSM Additional Line Service, Customers must select the Company as the primary service provider for interexchange services for the One ChoiceSM Additional Line. Furthermore, Customers must select one of the following two long distance plans: One ChoiceSM Long Distance Service (a.k.a. VarTec VoiceSM Service) as described in Section 3.26 of the Company's A.C.C. Telecommunications Services Tariff or FiveLineSM Service as described in Section 3.14 of the Company's A.C.C. Telecommunications Services Tariff.

Rates and charges associated with One ChoiceSM Additional Line Service are set forth in Section 4.2.4 following.

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.2 Basic Residential Local Service, (Cont'd.)

3.2.5 VarTec Friends-R-FreeSM Package

The VarTec Friends-R-FreeSM Package provides Customers with local and long distance calling for a flat monthly rate. As of March 26, 2004, the Friends-R-FreeSM Package is only available to existing customers of the Friends-R-FreeSM Package. In order to select the VarTec Friends-R-FreeSM Package, Customers must subscribe to the Company as their primary service provider for local exchange services. Customers may also select the Company for intraLATA interexchange and interLATA interexchange telecommunications services or may utilize the Company's interexchange services by using a Company-designated 10-1X-XXX access code. Furthermore, Customers must select one of the following two (2) the Company long distance plans: One ChoiceSM Long Distance Service (a.k.a. VarTec VoiceSM Service) as described in Section 3.26 of the Company's A.C.C. Telecommunications Services Tariff or FiveLineSM Service as described in Section 3.14 of the Company's A.C.C. Telecommunications Services Tariff. The availability of the VarTec Friends-R-FreeSM Package to Customers may be restricted based upon both the Company's access to services through the incumbent local exchange carrier and the Customer's creditworthiness as determined by information contained in a credit bureau report received from a credit reporting agency.

The VarTec Friends-R-FreeSM Package includes Basic Residential Local Service as described in Section 3.2, Call Waiting as described in Section 3.4.8, Caller ID - Name and Number as described in Section 3.4.10 and Call Waiting ID as described in Section 3.4.14. The VarTec Friends-R-FreeSM Package does not include equipment associated with the Caller ID - Name and Number feature.

If VarTec Friends-R-FreeSM Package Customers originate calls by dialing 1+ (Area Code) and telephone number or 1+ (10XXX) + (Area Code) and telephone number on a direct-dialed basis and terminate calls to other VarTec Friends-R-FreeSM Package or VarTec Friends-R-FreeSM Classic Package Customer's telephone number(s), they will be eligible to receive Friends-R-FreeSM Feature as described in Section 3.2.5.1 following.

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.2 Basic Residential Local Service, (Cont'd.)

3.2.5 VarTec Friends-R-FreeSM Package, (Cont'd.)

A. Friends-R-FreeSM Feature

Customers of the VarTec Friends-R-FreeSM Package may place unlimited 1+, direct-dialed calls or use a Company-designated casual calling (dial-around) code when dialing long distance calls to other Customers subscribing to the Company's Friends-R-FreeSM Package or Friends-R-FreeSM Classic Package at no additional charge.

Customer telephone numbers which are not capable of being subscribed to an interexchange carrier, and telephone numbers which are associated with Company 800/8XX service(s) or access codes associated with Company services other than switched services (e.g., travel calling card service numbers) are not eligible for inclusion in or the benefits of the Company's Friends-R-FreeSM Feature.

If a Customer discontinues his or her VarTec Friends-R-FreeSM Package, only those eligible long distance calls which were made while he or she was a Customer with the VarTec Friends-R-FreeSM Package will receive the Friends-R-FreeSM Feature.

The Friends-R-FreeSM Feature does not apply to service which is provided on any special access line or Local Exchange Company service line for which the Customer pays a rate described as a business or commercial special access line in an applicable Local Exchange Company access service tariff.

The VarTec Friends-R-FreeSM Package is intended for residential use only, and all terms of the Friends-R-FreeSM Package Acceptable Use Policy set forth as follows in Section 3.2.5.2 apply.

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.2 Basic Residential Local Service, (Cont'd.)

3.2.5 VarTec Friends-R-FreeSM Package, (Cont'd.)

B. Acceptable Use Policy

Friends-R-FreeSM service is for residential voice use only and provides unlimited interstate and intrastate long distance calls between residential telephone lines that are enrolled in the Friends-R-FreeSM or Friends-R-FreeSM Classic service plans. Only calls that originate from and terminate at telephone numbers enrolled in the Friends-R-FreeSM or Friends-R-FreeSM Classic service plans are eligible. Certain excessive uses or calling patterns, however, may be considered evidence of abuse or disallowed commercial or data usage and may result in termination of the service and/or assessment of a fee. Calling patterns other than that which are considered usual and normal based on Customer calling history or industry standards may cause termination of service.

The Friends-R-FreeSM service plan is intended only for residential voice use usage. Use for home office, small business, large commercial business, or other commercial use is prohibited and may result in termination of the service. Customer account usage and calling patterns may be reviewed periodically at the discretion of the Company. Customer use of the Friends-R-FreeSM service plan that reflects calling patterns other than those that are considered usual and normal for residential customers based on industry standards or personal past calling history may be considered abuse and result in termination of service without refund or the possibility of renewal.

The Company reserves the right in its sole discretion to cancel service for violation of this policy or other terms and conditions of service at any time. By selecting Friends-R-FreeSM service plan, Customer agrees to use the service in accordance with this acceptable use policy and other terms and conditions of service and to indemnify and hold the Company harmless from any claims resulting from use or misuse of its products and services.

This Acceptable Use Policy may be revised periodically without notice. Customers agree that revisions are applicable to your then current service and usage.

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.2 Basic Residential Local Service, (Cont'd.)

3.2.5 VarTec Friends-R-FreeSM Package, (Cont'd.)

B. Acceptable Use Policy, (Cont'd.)

Prohibited Use/Abuse

The following are prohibited uses of the Friends-R-FreeSM service plan that may result in termination of service:

- Calling patterns and usage that considerably exceed what is considered usual and normal for residential customers by industry standards
- Calling usage that considerably exceeds your established history of usage
- Use for any type of commercial business
- Commercial faxing, fax broadcasting, or fax blasting
- Use of Auto-Dialers or predictive dialer
- Use of Phone Chat Rooms
- Calls to 900 or 976 numbers
- Modem data transfer
- Use for dialing into an ISP or any type of data transmission
- Use for medical transcription
- Use is not for call back, call sell, or debit card services.
- Service is not to be used for call centers or telemarketing
- Any use not consistent with residential voice usage, or for which the service is otherwise intended.

Customers who exceed 2000 minutes of combined intrastate and interstate long distance usage in one month may have their service plan evaluated for compliance with this acceptable use policy. Depending on the evaluation results, Customers whose use constitutes, in the Company's sole discretion, violation of this policy will be notified in writing that their Friends-R-FreeSM service plan may be terminated and/or a \$50.00 data/commercial usage fee assessed for any subsequent violation.

The Company reserves the right, in the event of fraud, to terminate service immediately without notice or exigent circumstances.

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.2 Basic Residential Local Service, (Cont'd.)

3.2.6 One ChoiceSM Classic Unlimited Package

One ChoiceSM Classic Unlimited Package provides residential Customers in Arizona with local and long distance calling for a flat rate. As of March 26, 2004, One ChoiceSM Classic Unlimited Package is only available to existing customers of the One ChoiceSM Classic Unlimited Package (formerly known as One ChoiceSM Unlimited Package). In order to select One ChoiceSM Classic Unlimited Package, Customers must subscribe to the Company as the primary service provider for local exchange, intraLATA interexchange and interLATA interexchange telecommunications services. The availability of the One ChoiceSM Classic Unlimited may be restricted based upon the Customer's creditworthiness as determined by information contained in a credit bureau report received from a credit reporting agency.

One ChoiceSM Classic Unlimited includes Basic Residential Local Service as described in Section 3.2, Call Forwarding as described in Section 3.4.2, Call Waiting as described in Section 3.4.8, Caller ID - Name and Number as described in Section 3.4.10, Speed Calling as described in Section 3.4.11, Anonymous Call Rejection as described in Section 3.4.13, Call Waiting ID as described in Section 3.4.15, Selective Call Rejection as described in Section 3.4.15 and unlimited domestic long distance usage subject to the terms and conditions of the VarTec One ChoiceSM Classic Unlimited Package Acceptable Use Policy. The unlimited domestic long distance usage only applies to non-operator assisted, direct dialed domestic calls. One ChoiceSM Classic Unlimited Package does not include equipment associated with the Caller ID feature.

One ChoiceSM Classic Unlimited Package is intended for residential use only and all terms of the Acceptable Use Policy for One ChoiceSM Classic Unlimited Package apply. At the Company's sole discretion, action may be taken to limit access to toll services if the Customer's toll usage exceeds normal calling patterns or differ from usual and normal industry standards for residential Customers. The Company may also limit or prohibit access to toll services if usage exceeds the Customer's established history of toll usage. These actions may be taken without notice and without incurring liability.

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.2 Basic Residential Local Service, (Cont'd.)

3.2.6 One ChoiceSM Classic Unlimited Package, (Cont'd.)

A. Acceptable Use Policy for One ChoiceSM Classic Unlimited Package

One ChoiceSM Classic Unlimited service provides unlimited interstate and intrastate long distance calls for residential voice use only. Certain excessive uses or calling patterns, however, may be considered evidence of abuse or disallowed commercial or data usage and may result in termination of service or assessment of a fee. Calling patterns other than that which are considered usual and normal based on Customer calling history or industry standards may cause termination of service.

The One ChoiceSM Classic Unlimited plan is intended only for residential voice use usage. Use for home office, small business, large commercial business, or other commercial use is prohibited and may result in termination of the service. Customer account usage and calling patterns may be reviewed periodically at the discretion of the Company. Customer use of the One ChoiceSM Classic Unlimited service plan that reflects calling patterns other than those that are considered usual and normal for residential customers based on industry standards or personal past calling history may be considered abuse and result in termination of service without refund or the possibility of renewal.

The Company reserves the right in its sole discretion to cancel service for violation of this policy or other terms and conditions of service at any time. By selecting One ChoiceSM Classic Unlimited service plan, Customer agrees to use the service in accordance with this acceptable use policy and other terms and conditions of service and to indemnify and hold the company harmless from any claims resulting from use or misuse of its products and services.

This Acceptable Use Policy may be revised periodically without notice. Customers agree that revisions are applicable to their then current service and usage.

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.2 Basic Residential Local Service, (Cont'd.)

3.2.6 One ChoiceSM Classic Unlimited Package, (Cont'd.)

A. Acceptable Use Policy for One ChoiceSM Classic Unlimited Package, (Cont'd.)

Prohibited Use/Abuse

The following are prohibited uses of the One ChoiceSM Classic Unlimited service plan that may result in termination of service:

- Calling patterns and usage that considerably exceed what is considered usual and normal for residential customers by industry standards
- Calling usage that considerably exceeds your established history of usage
- Use for any type of commercial business
- Commercial faxing, fax broadcasting, or fax blasting
- Use of Auto-Dialers or predictive dialer
- Use of Phone Chat Rooms
- Calls to 900 or 976 numbers
- Modem data transfer
- Use for dialing into an ISP or any type of data transmission
- Use for medical transcription
- Use is not for call back, call sell, or debit card services
- Service is not to be used for call centers or telemarketing
- Any use not consistent with residential voice usage, or for which the service is otherwise intended.

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.2 Basic Residential Local Service, (Cont'd.)

3.2.6 One ChoiceSM Classic Unlimited Package, (Cont'd.)

A. Acceptable Use Policy for One ChoiceSM Classic Unlimited Package, (Cont'd.)

Prohibited Use/Abuse, (Cont'd.)

Customers who exceed 2000 minutes of combined intrastate and interstate long distance usage in one month may have their service plan evaluated for compliance with this acceptable use policy. Depending on the evaluation results, Customers whose use constitutes, in the Company's discretion, violation of this policy will be notified in writing that their One ChoiceSM Classic Unlimited service plan may be terminated and/or a \$50.00 data/commercial usage fee assessed for any subsequent violation.

The Company reserves that right, in the event of fraud, to terminate service immediately without notice or exigent circumstances.

LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.2 Basic Residential Local Service, (Cont'd.)

3.2.7 One ChoiceSM Basic Package

One ChoiceSM Basic Package provides residential Customers in Arizona with local and long distance calling for a flat rate. In order to subscribe to One ChoiceSM Basic Package, the Customer must select the Company as the primary service provider for local exchange, intraLATA interexchange and interLATA interexchange telecommunications services. Furthermore, the Customer must select one of the following two long distance service plans: One ChoiceSM \$.05 Plan or One ChoiceSM \$.03 Plan as described in Sections 3.42.1 and 3.42.2 of the Company's A.C.C. Tariff No. 6 "Interexchange Services Tariff." Rates and charges for the One ChoiceSM Basic Package may vary based on the Customer's selected long distance calling plan. The availability of One ChoiceSM Basic Package to the Customer may be restricted based upon both the Company's access to services through the incumbent local exchange carrier and the Customer's creditworthiness as determined by information contained in a credit bureau report received from a credit reporting agency.

One ChoiceSM Basic Package is a bundled service package which includes Basic Residential Local Service as described in Section 3.2 and the following three Call Management Features: Caller ID as described in Section 3.4.10, Call Waiting as described in Section 3.4.8 and Three-Way Calling as described in Section 3.4.12. The Customer will also receive 200 minutes of domestic long distance usage subject to the Customer's selected long distance plan, and any additional long distance usage beyond the included minutes will be billed according to the same selected long distance plan. The included long distance usage does not accumulate on a month-to-month basis, and no credit will be given to Customers who do not use the included minutes.

One ChoiceSM Basic Package does not include equipment associated with the Caller ID feature. If the Customer's service is discontinued prior to the conclusion of a billing period, the Customer will remain responsible for the monthly charges for the entire billing period. Rates and charges associated with One ChoiceSM Basic Package are set forth in Section 4.2.7 following.

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.2 Basic Residential Local Service, (Cont'd.)

3.2.7 One ChoiceSM Basic Package, (Cont'd.)

One ChoiceSM Basic 100 Promotion

Beginning March 26, 2004 and ending September 30, 2004, Customers who subscribe to One ChoiceSM Basic Package will be eligible to receive 100 minutes of domestic long distance usage each month in addition to the features and services included in the One ChoiceSM Basic Package. The included long distance is subject to the Customer's selected long distance plan as described in Sections 3.42.1 and 3.42.2 of the Company's A.C.C. Tariff No. 6 "Interexchange Services Tariff," and any additional long distance usage beyond the included minutes will be billed according to the same selected long distance plan. The included long distance usage does not accumulate on a month-to-month basis, and no credit will be given to Customers who do not use the included promotional minutes.

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.2 Basic Residential Local Service, (Cont'd.)

3.2.8 One ChoiceSM Select Package

One ChoiceSM Select Package provides residential Customers in Arizona with local and long distance calling for a flat rate. In order to subscribe to One ChoiceSM Select Package, the Customer must select the Company as the primary service provider for local exchange, intraLATA interexchange and interLATA interexchange telecommunications services. Furthermore, the Customer must select one of the following two long distance service plans: One ChoiceSM \$.05 Plan or One ChoiceSM \$.03 Plan as described in Sections 3.42.1 and 3.42.2 of the Company's A.C.C. Tariff No. 6 "Interexchange Services Tariff." Rates and charges for the One ChoiceSM Select Package may vary based on the Customer's selected long distance calling plan. The availability of One ChoiceSM Select Package to the Customer may be restricted based upon both the Company's access to services through the incumbent local exchange carrier and the Customer's creditworthiness as determined by information contained in a credit bureau report received from a credit reporting agency.

One ChoiceSM Select Package is a bundled service package which includes Basic Residential Local Service as described in Section 3.2 and the following five Call Management Features: Caller ID as described in Section 3.4.10, Call Waiting as described in Section 3.4.8, Three-Way Calling as described in Section 3.4.12, Call Waiting ID as described in Section 3.4.14 and Call Return as described in Section 3.4.7. The Customer will also receive 200 minutes of domestic long distance usage subject to the Customer's selected long distance plan, and any additional long distance usage beyond the included minutes will be billed according to the same selected long distance plan. The included long distance usage does not accumulate on a month-to-month basis, and no credit will be given to Customers who do not use the included minutes.

One ChoiceSM Select Package does not include equipment associated with the Caller ID feature. If the Customer's service is discontinued prior to the conclusion of a billing period, the Customer will remain responsible for the monthly charges for the entire billing period. Rates and charges associated with One ChoiceSM Select Package are set forth in Section 4.2.7 following.

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.2 Basic Residential Local Service, (Cont'd.)

3.2.9 One ChoiceSM Elite Package

One ChoiceSM Elite Package provides residential Customers in Arizona with local and long distance calling for a flat rate. In order to subscribe to One ChoiceSM Elite Package, the Customer must select the Company as the primary service provider for local exchange, intraLATA interexchange and interLATA interexchange telecommunications services. Furthermore, the Customer must select one of the following two long distance service plans: One ChoiceSM \$.05 Plan or One ChoiceSM \$.03 Plan as described in Sections 3.42.1 and 3.42.2 of the Company's A.C.C. Tariff No. 6 "Interexchange Services Tariff." Rates and charges for the One ChoiceSM Elite Package may vary based on the Customer's selected long distance calling plan. The availability of Elite Package to the Customer may be restricted based upon both the Company's access to services through the incumbent local exchange carrier and the Customer's creditworthiness as determined by information contained in a credit bureau report received from a credit reporting agency.

One ChoiceSM Elite Package is a bundled service package which includes Basic Residential Local Service as described in Section 3.2 and the following eight Call Management Features: Caller ID as described in Section 3.4.10, Call Waiting as described in Section 3.4.8, Three-Way Calling as described in Section 3.4.12, Call Waiting ID as described in Section 3.4.14, Call Return as described in Section 3.4.7, Speed Calling as described in Section 3.4.11, Call Forwarding as described in Section 3.4.2, and Auto Redial as described in Section 3.4.1. The Customer will also receive 500 minutes of domestic long distance usage subject to the Customer's selected long distance plan, and any additional long distance usage beyond the included minutes will be billed according to the same selected long distance plan. The included long distance usage does not accumulate on a month-to-month basis, and no credit will be given to Customers who do not use the included minutes.

In addition to the features described herein, One ChoiceSM Elite Package includes subscription to an unregulated service, the Company's Voice Mail. One ChoiceSM Elite Package does not include equipment associated with the Caller ID feature. If the Customer's service is discontinued prior to the conclusion of a billing period, the Customer will remain responsible for the monthly charges for the entire billing period. Rates and charges associated with One ChoiceSM Elite Package are set forth in Section 4.2.7 following.

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.2 Basic Residential Local Service, (Cont'd.)

3.2.10 One ChoiceSM Unlimited

One ChoiceSM Unlimited provides residential Customers in Arizona with local and long distance calling for a flat rate. In order to subscribe to One ChoiceSM Unlimited, the Customer must select the Company as the primary service provider for local exchange, intraLATA interexchange and interLATA interexchange telecommunications services. Furthermore, the Customer must select the One ChoiceSM \$.05 Plan as described in Section 3.42.1 of the Company's A.C.C. Tariff No. 6 "Interexchange Services Tariff." The availability of One ChoiceSM Unlimited to the Customer may be restricted based upon both the Company's access to services through the incumbent local exchange carrier and the Customer's creditworthiness as determined by information contained in a credit bureau report received from a credit reporting agency.

One ChoiceSM Unlimited is a bundled service package which includes Basic Residential Local Service as described in Section 3.2 and the following eight Call Management Features: Caller ID as described in Section 3.4.10, Call Waiting as described in Section 3.4.8, Three-Way Calling as described in Section 3.4.12, Call Waiting ID as described in Section 3.4.14, Call Return as described in Section 3.4.7, Speed Calling as described in Section 3.4.11, Call Forwarding as described in Section 3.4.2, and Auto Redial as described in Section 3.4.1. Customers will also receive unlimited domestic long distance usage. The unlimited domestic long distance usage is for residential voice use only and applies to non-operator assisted, direct-dialed domestic calls. Use for home office, small business, large commercial business, or other commercial use is prohibited and may result in termination of the service.

In addition to the features described herein, One ChoiceSM Unlimited includes subscription to an unregulated service, the Company's Voice Mail. One ChoiceSM Unlimited does not include equipment associated with the Caller ID feature. If the Customer's service is discontinued prior to the conclusion of a billing period, the Customer will remain responsible for the monthly charges for the entire billing period. Rates and charges associated with One ChoiceSM Unlimited are set forth in Section 4.2.7 following.

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.2 Basic Residential Local Service, (Cont'd.)

3.2.11 Additional Line Service

Additional Line Service provides the same features and benefits of Basic Residential Local Service as described in Section 3.2, including unlimited local calling and the ability to utilize 911 emergency services. Additional Line Service is only available to Customers who also subscribe to the Company's Basic Residential Local Service or an associated bundled service package as described herein, and Additional Line Service must be installed at the same service address as the Customer's primary line. Any additional benefits of the Customer's selected local service package, such as included long distance minutes or Call Management features, do not apply to Additional Line Service. Optional Call Management features as described in Section 3.4 are available to subscribers of Additional Line Service and will be billed at the rates defined therein in addition to all charges associated with the Customer's Additional Line Service.

In order to subscribe to Additional Line Service, Customers must select the Company as the primary service provider for interLATA interexchange and intraLATA interexchange services for the additional line. Furthermore, Customers must select one of the following two long distance plans: One ChoiceSM \$.05 Plan or One ChoiceSM \$.03 Plan as described in Sections 3.42.1 and 3.42.2 of the Company's A.C.C. Tariff. No 1 "Telecommunications Services Tariff." Rates and charges for Additional Line Service may vary based on the Customer's selected long distance calling plan.

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3.3 Call Management Features

The Company offers optional Call Management Features as described herein to allow Customers to efficiently manage the call flow generated over their telephone line(s). These services are subject to availability of facilities and compatibility with Customer type of access line and premises equipment. Optional services are only available to Customers of the Company's basic local service and are not available on Centrex and PBX trunks. When multiple services are activated on the same line, certain services may take precedence over others.

Rates and charges associated with the Call Management Features described herein are set forth in Section 4.4 following.

3.3.1 Auto Redial

Auto Redial enables the Customer to redial automatically the last outgoing telephone number. If that telephone number is busy, the service will make call attempts to the telephone number for a maximum of thirty (30) minutes beginning with the Customer's activation of Auto Redial, in an effort to establish the call. The Customer will be signaled with a distinctive ring when the call can be completed. Customers access Auto Redial by dialing *66 and can cancel an Auto Redial activation by dialing *86.

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.3 Call Management Features, (Cont'd.)

3.3.2 Call Forwarding

Call Forwarding enables the Customer to transfer all incoming calls to another telephone number. The Customer is responsible for the payment of charges (i.e., toll charges) for each call between the Customer's call forwarding equipped telephone and the telephone to which the call is being forwarded. The transmission may not meet normal standards depending upon the distance and routing necessary. Customers who are subscribed to Call Forwarding activate the service by dialing #72 and can deactivate the service by dialing #73.

Call Forwarding may also include the Call Forwarding - Busy Line, Call Forwarding - Don't Answer and Call Forwarding - Busy Line/No Answer features described in Sections 3.4.3, 3.4.4 and 3.4.5.

3.3.3 Call Forwarding - Busy Line

Call Forwarding - Busy Line allows incoming calls that encounter a busy condition to be forwarded to a pre-designated telephone number. The Call Forwarding - Busy Line Customer is responsible for the payment of charges (i.e., toll charges) for each call between his/her call forwarding equipped telephone line and the line to which the call is being forwarded. The transmission may not meet normal standards depending upon the distance and routing necessary.

3.3.4 Call Forwarding - No Answer

Call Forwarding - No Answer allows incoming calls which are not answered after a pre-determined number of rings to be automatically forwarded to a pre-designated telephone number. The Call Forwarding - No Answer Customer is responsible for the payment of charges (i.e., toll charges) for each call between his/her call forwarding equipped telephone line and the line to which the call is being forwarded. The transmission may not meet normal standards depending upon the distance and routing necessary.

LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.3 Call Management Features, (Cont'd.)

3.3.5 Call Forwarding - Busy Line/No Answer

Call Forwarding - Busy Line/No Answer provides the features of Call Forwarding - Busy Line as described in Section 3.4.3 as well as the features of Call Forwarding - No Answer as described in Section 3.4.4. The Customer is responsible for the payment of charges (i.e., toll charges) for each call between his/her call forwarding equipped telephone line and the line to which the call is being forwarded. The transmission may not meet normal standards depending upon the distance and routing necessary.

3.3.6 Selective Call Forwarding

Selective Call Forwarding provides the Customer with the ability to forward incoming calls from up to fifteen (15) pre-selected telephone numbers to another telephone number. The Customer can construct or modify a telephone number screening list. The Company equipment will screen incoming calls against the Customer's list and forward only those from telephone numbers on the list. The Selective Call Forwarding Customer is responsible for the payment of charges (i.e., toll charges) for each call between the Selective Call Forwarding equipped telephone line and the line to which the call is being forwarded. Calls from numbers not on the list will receive standard call completion. The Customer must also subscribe to one of the Call Forwarding features described herein.

Subscribers to Selective Call Forwarding activate the service and construct or modify the screening list by dialing *63 and following the prompts. This service may be temporarily deactivated by dialing *83.

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3.3 Call Management Features, (Cont'd.)

3.3.7 Call Return

Call Return enables the Customer to redial automatically the last incoming call, whether or not it was answered. If that telephone number is busy, automated continuous attempts will occur to call the number for a maximum of thirty (30) minutes beginning with the Customer's activation of Call Return in an attempt to establish the call. The Customer will be signaled with a distinctive ring when the call can be completed. Customers activate Call Return by dialing *69.

3.3.8 Call Waiting

Call Waiting alerts Customers via a tone signal while a call is in progress to indicate a second call is waiting and, by operation of the switchhook, allows the Customer to place the first call on hold and answer the waiting call. Call Waiting subscribers may deactivate Call Waiting for the duration of one call by dialing *70 prior to the direct-dialed digits. Call Waiting is automatically reactivated for the next originating or terminating call.

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3.3 Call Management Features, (Cont'd.)

3.3.9 Caller ID - Number Only

Caller ID - Number Only allows the Customer to identify the calling party prior to the telephone being answered. Caller ID - Number Only displays the telephone number of the calling party on the Customer's CPE before the call is answered at the Customer's premises. Caller ID - Number Only requires a period of time equivalent to two ringing tones in order to produce the name and telephone number display on the CPE. Caller ID - Number Only displays non-published telephone numbers, unless the Customer who has a non-published listing activates a call identification block.

Any Customer subscribing to Caller ID - Number Only will be responsible for the provision of a display device which will be located on the Customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the Customer. Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

Telephone CPN information transmitted via Caller ID - Number Only is intended solely for the use of the Caller ID - Number Only subscriber. Resale of this information is prohibited by this tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID - Number Only is not available on operator-handled calls.

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.3 Call Management Features, (Cont'd.)

3.3.10 Caller ID - Name and Number

Caller ID - Name and Number allows the Customer to identify the calling party prior to the telephone being answered. Caller ID - Name and Number displays the name and telephone number of the calling party on the Customer's CPE before the call is answered at the Customer's premises. Caller ID - Name and Number requires a period of time equivalent to two ringing tones in order to produce the name and telephone number display on the CPE. Caller ID - Name and Number displays non-published telephone numbers, unless the Customer who has a non-published listing activates a call identification block.

Any Customer subscribing to Caller ID - Name and Number will be responsible for the provision of a display device which will be located on the Customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the Customer. Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

Telephone CPN information transmitted via Caller ID - Name and Number is intended solely for the use of the Caller ID - Name and Number subscriber. Resale of this information is prohibited by this tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID - Name and Number is not available on operator-handled calls.

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3.3 Call Management Features, (Cont'd.)

3.3.11 Speed Calling

Speed Calling enables a Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. Speed Calling 8 allows for an eight (8) telephone number capacity, wherein the telephone numbers are assigned a one digit code.

Customers may program Speed Calling 8 by dialing 74# and waiting for the dial tone. Customers then dial the code (consisting of numbers 2 through 9) to be assigned and the telephone number, including area code if necessary. To dial the number, Customers dial the code number followed by the pound sign (#).

3.3.12 Three-Way Calling

Three-Way Calling enables a Customer to add a third party to an existing call without operator assistance, thereby establishing a three-way conversation. The transmission may not meet normal standards depending on the distance and routing necessary to activate a three-way call.

Customers access Three-Way Calling during a current call by pressing and releasing the receiver button to receive a second dial tone, dialing the third-party telephone number, and pressing and releasing the receiver button to connect the two calls.

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.3 Call Management Features, (Cont'd.)

3.3.13 Anonymous Call Rejection

Anonymous Call Rejection allows a Customer to reject all calls which have been indicated as anonymous, unavailable or private by the calling party. When Anonymous Call Rejection is active, the called party receives no alerting for a call that has been rejected. The call is routed to a denial announcement and subsequently terminated.

Customers who are subscribed to Anonymous Call Rejection activate the service by dialing *77 and can deactivate the service by dialing *87.

3.3.14 Call Waiting ID

Call Waiting ID allows the Customer to identify the calling party on a waiting call prior to the telephone being answered. Call Waiting ID displays the telephone number and name of the calling party on a Customer's CPE while a call is in progress. Call Waiting ID requires a period of time equivalent to two ringing tones in order to produce the name and telephone number display on the CPE. Call Waiting ID displays non-published telephone numbers, unless the Customer who has a non-published listing activates a call identification block. Call Waiting ID requires subscription to Call Waiting and Caller ID as described in Sections 3.4.7 and 3.4.9.

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3.3 Call Management Features, (Cont'd.)

3.3.15 Selective Call Rejection

Selective Call Rejection enables the Customer to block calls from up to fifteen (15) pre-selected telephone numbers. To block specified telephone numbers, the Customer builds a screening list via code activation. Customers may access their screening list to add telephone numbers by dialing *60. Customers may deactivate Selective Call Rejection by dialing *80. To block an unknown telephone number after receiving the call, the Customer enters a blocking code to add the number to the Customer's screening list. In the event that facilities are unavailable to provide incoming call screening from the Customer's list, standard call completion will occur. Customers whose telephone numbers are blocked are directed to a prerecorded announcement regarding the block.

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3.4 Directory Assistance

The Company furnishes Directory Assistance Service whereby Customers may request assistance in determining directory listing information. The rates set forth herein apply to calls from Customers who request assistance in determining directory listing information for telephone users who are located in the same local calling area.

A residential Customer is allowed one direct-dialed Directory Assistance calls per residential exchange line per month at no additional charge. No credit will be given for any unused portion of the Customer's allowance, and call allowances are not transferrable between separate accounts of the same Customer. No credit will be given for requests in which the telephone number is non-published or unlisted, or for telephone numbers which are not found in the directory.

Customers are allowed up to two Directory Assistance listing requests per direct-dialed Directory Assistance call. Where a Customer makes more than two requests on a call, each subsequent request in excess of the Customer's allowance is billed an additional fee. A maximum of ten Directory Assistance requests is allowed per direct-dialed Directory Assistance call. Where dialing facilities are not available, Directory Assistance calls via an operator are considered as direct-dialed calls.

Rates and charges associated with Directory Assistance are set forth in Section 4.5 following.

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3.4 Directory Assistance, (Cont'd.)

3.4.1 Directory Assistance Call Completion

Directory Assistance Call Completion (DACC) provides Customers with the option of having local calls automatically completed upon request of a telephone listing from the Directory Assistance operator. The call may be completed automatically or by the Directory Assistance operator. DACC is available where facilities permit.

The DACC portion of the call may either be billed in the same manner as the Directory Assistance portion or alternately billed (i.e., third number or collect billing). There are no allowances for DACC; however, the appropriate call allowances as described in Section 3.5 apply to the Directory Assistance portion of the call.

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3.5 Directory Listings

Upon the request of a directory listing publication, the Company will provide list of names and telephone numbers of Customers and joint-users for the purpose of informing calling parties of the telephone numbers of Customers and those entitled to use Customer's service. The Company limits the length of any listing by the use of abbreviations when, in the opinion of the directory publishing company, the clearness of the listing or the identification of the Customer or joint-user is not impaired thereby. Listings must conform to the practices of the directory publishing company with respect to its directories.

The Company will furnish upon request the name and address of the Customer to exchange service when such service is used to provide recorded announcements under the provisions of this tariff. Listings are regularly provided in connection with all classes of exchange service, unless the Customer subscribes to non-published exchange service or non-listed service. The contract period for Directory Listings where the listing actually appears in the directory is the effective period of the directory. Where the listing has not been printed in the directory, the contract period is one month.

One Residential Primary Listing is provided without charge for each separate Customer service or joint-user. The Primary Listing must be the actual name of the Customer to whom the service is rendered or the name of a member of the Customer's family or household.

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3.5 Directory Listings, (Cont'd.)

A residential Customer may request that part or all of the address information which would otherwise be listed in the directory be deleted by the Company. Such deletion will be continued in successive directories without further request by the Customer until the Customer requests publication of part or all of the deleted address information in the directory.

Rates and charges associated with Directory Listings and the optional features described below are set forth in Section 4.5 following.

3.5.1 Non-Published Service

Customers who desire their telephone numbers to be omitted from directory publications may subscribe to Non-Published Service. Incoming calls to a Customer subscribing to Non-Published Service will be completed only when the calling party places the call by telephone number, notwithstanding any claim made by the calling party. When a call is placed from a telephone number associated with a Non-Published listing, the number may be disclosed if the called party has equipment to display Caller ID. Customers may prevent the display of their telephone number by subscribing to and activating Call Block.

LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.5 Directory Listings, (Cont'd.)

3.5.2 Non-Listed Service

At the Customer's request, any one or all of the Customer's primary listings, additional listings or other listings associated with the same or different residence telephone service line normally published in the directory will be omitted from the directory but will be listed in the directory assistance records available to the general public. The Customer indemnifies and holds the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly by the publication of the listing, which the Customer has requested be omitted from the directory or the disclosing of such a listing to any person. Where such a listing is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the particular Non-Listed Service.

When a call is placed from a non-listed telephone number, the number may be disclosed if the called party has equipment to display Caller ID.

3.5.3 Residential Additional Listings

Residential Additional Listings may be the names of members of the Customer's family or of other persons residing in the Customer's household. A Dual Name Additional Listing may be provided for two persons who share the same surname and reside at the same address, or for a person known by two names. This listing is composed of a surname, two first names, address and telephone number.

Residential Additional Listings may be nicknames, abbreviated names, names which are commonly spelled in more than one way, and rearrangements of names when, in the opinion of the directory publishing company, they are necessary for the proper identification of the Customer.

LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.6 Operator Assistance Services

The Company furnishes local assistance through an operator whereby Customers may request the services described herein. The rates set forth in Section 4.6 apply to local operator assistance requests originating for all classes and grades of services.

3.6.1 Busy Line Verification

Busy Line Verification allows an operator to determine the condition of an access line that a Customer requests to be checked. This service is provided where facilities exist through a Company provided operator. Busy Line Verification requests will not be processed on a collect (reversal of charge) or person-to-person basis.

3.6.2 Busy Line Interrupt

Busy Line Interrupt allows an operator to interrupt a conversation in progress to ascertain willingness to establish a conversation with an alternate party. This service is provided where facilities exist through a Company provided operator. Busy Line Interrupt requests will not be processed on a collect (reversal of charge) or person-to-person basis, except in the case of an emergency situation, when the caller may bill collect if necessary.

The charge for Busy Line Interrupt applies whenever the operator interrupts the conversation even if the interrupted parties refuse to terminate the conversation in progress.

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LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.6 Operator Assistance Services, (Cont'd.)

3.6.3 Call Trace

Call Trace allows the Customer to initiate an automatic trace of the last call received by dialing a code (*57). The following information is automatically recorded:

- The originating telephone number;
- The date and time of the call; and
- The date and time call trace was activated.

When Call Trace successfully identifies a calling number, a recording instructs the Customer to call a toll free number, which will activate a Voice Response Script and assist the Customer in establishing an open file. Should the Customer decide to prosecute the call originating party, the Customer should Contact the Company for further instructions. Activation of Call Trace never authorizes the Company to provide the called party with the name or telephone number of the calling party.

3.6.4 Local Operator Services

Customers may obtain the assistance of a local operator to complete the following local exchange telephone calls:

- A. Person to Person - Calls completed with the assistance of a Company operator to a particular person or station specified by the calling party. Charges may be billed to the called party, a non-proprietary calling card, a calling station or a third-party station.
- B. Station to Station - Calls other than person-to-person calls completed with or without the assistance of a Company operator. Charges may be billed to a non-proprietary calling card.

Rates associated with Local Operator Services are set forth in Section 4.6.1.

LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.7 Service Order Charges

Customers are billed applicable Service Order Charges when the Company receives, records and processes information in connection with a Customer request to add or change existing services. Service Order Charges apply to Customers who order new service or features, discontinue services or features, request telephone number changes, or transfer service from one premises to another. Service Order Charges also apply to service requests, including but not limited to, reconnection of existing service, temporary suspension of service, name changes on an account, or when service is required at the Customer's premises.

The applicable Service Order Charges for the items described above are set forth in Section 4.7 following.

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LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - RATE SCHEDULES

4.1 General

The rates for the services described in Section 3, including but not limited to, Basic Residential and/or Business Local Service and Call Management Features, are provided herein. The rates and charges set forth herein may include one-time charges, per-call charges or monthly subscription charges.

4.2 Basic Residential Local Service - Rates and Charges

Subscribers to Basic Residential Local Service will be billed at the following rate in addition to all charges associated with the Customer's optional services and/or long distance usage:

Monthly Rate	\$29.95
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LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 – RATE SCHEDULES, (CONT'D.)

4.2 Basic Residential Local Service - Rates and Charges, (Cont'd.)

4.2.1 One ChoiceSM Classic Select Package B Rates and Charges

Subscribers of One ChoiceSM Classic Select Package will be billed at the following rate in addition to all charges associated with the Customer's optional services and/or additional long distance usage, if any:

Monthly Rate \$39.95

In addition, optional Call Management features as described in Sections 3.4 and 4.4 are available to subscribers of One ChoiceSM Classic Select Package and will be billed at the rates set forth therein in addition to all charges associated with the Customer's One ChoiceSM Classic Select Package.

4.2.2 One ChoiceSM Classic Elite Package B Rates and Charges

Subscribers of One ChoiceSM Classic Elite Package will be billed at the following rate in addition to all charges associated with the Customer's optional services and/or additional long distance usage, if any:

Monthly Rate \$49.95

In addition, optional Call Management features as described in Sections 3.4 and 4.4 are available to subscribers of One ChoiceSM Classic Elite Package and will be billed at the rates set forth therein in addition to all charges associated with the Customer's One ChoiceSM Classic Elite Package.

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LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 – RATE SCHEDULES, (CONT'D.)

4.2 Basic Local Residential Service - Rates and Charges, (Cont'd.)

4.2.3 VarTec Friends-R-FreeSM Classic Package - Rates and Charges

Subscribers of the VarTec Friends-R-FreeSM Classic Package will be billed at the following rate in addition to all charges associated with the Customer's optional services and/or long distance usage:

Monthly Rate \$49.95

In addition, optional Call Management features as described in Section 3.4 are available to subscribers of VarTec Friends-R-FreeSM Classic Package and will be billed at the rates set forth in Section 4.4 of the Rate Schedule in addition to all charges associated with the Customer's VarTec Friends-R-FreeSM Classic Package.

4.2.4 One ChoiceSM Additional Line Service - Rates and Charges

Subscribers to One ChoiceSM Additional Line Service will be billed at the following rate in addition to all charges associated with the Customer's One ChoiceSM Bundled Package, optional services and/or long distance usage, if any:

Each Additional Line \$29.95

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LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 – RATE SCHEDULES, (CONT'D.)

4.2 Basic Local Residential Service - Rates and Charges, (Cont'd.)

4.2.5 VarTec Friends-R-FreeSM Package - Rates and Charges

Subscribers of the VarTec Friends-R-FreeSM Package will be billed at the following rate in addition to all charges associated with the Customer's optional services and/or long distance usage:

Monthly Rate \$39.95

In addition, optional Call Management features as described in Section 3.4 are available to subscribers of VarTec Friends-R-FreeSM Package and will be billed at the rates set forth in Section 4.4 of the Rate Schedule in addition to all charges associated with the Customer's VarTec Friends-R-FreeSM Package.

4.2.6 One ChoiceSM Classic Unlimited Package - Rates and Charges

Subscribers of One ChoiceSM Classic Unlimited Package will be billed at the following rate in addition to all charges associated with the Customer's optional services and/or toll charges, if any:

Monthly Rate \$59.95

In addition, optional Call Management features as described in Section 3.4 are available to subscribers of One ChoiceSM Classic Unlimited Package and will be billed at the rates set forth therein in addition to all charges associated with the Customer's One ChoiceSM Classic Unlimited Package.

LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 – RATE SCHEDULES, (CONT'D.)

4.2 Basic Local Residential Service - Rates and Charges, (Cont'd.)

4.2.7 One ChoiceSM Bundled Service Packages B Rates and Charges

The One ChoiceSM bundled service packages will be billed at the following rates in addition to all charges associated with the Customer's optional services and/or additional long distance usage, if any. The following per line monthly rates apply to the Customer's primary billing telephone number and any additional telephone numbers billed to the same account:

One Choice SM Basic Package Monthly Rate	
With One Choice SM \$.05 Plan	\$29.95
With One Choice SM \$.03 Plan	\$32.90
One Choice SM Select Package Monthly Rate	
With One Choice SM \$.05 Plan	\$39.95
With One Choice SM \$.03 Plan	\$42.90
One Choice SM Elite Package Monthly Rate	
With One Choice SM \$.05 Plan	\$49.95
With One Choice SM \$.03 Plan	\$52.90
One Choice SM Unlimited Monthly Rate	
With One Choice SM \$.05 Plan	\$59.95

4.2.8 Additional Line Service B Rates and Charges

Additional Line Service will be billed at the following rates in addition to all charges associated with the Customer's optional services and/or additional long distance usage, if any. The following per line monthly rates apply to each additional telephone number billed to the same account:

Additional Line Service Monthly Rate	
With One Choice SM \$.05 Plan	\$29.95
With One Choice SM \$.03 Plan	\$27.90

4.3 (Reserved for Future Use)

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LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 – RATE SCHEDULES, (CONT'D.)

4.4 Call Management Features - Rates and Charges

Subscribers to Call Management Services will be billed at the following rates in addition to all charges associated with the Customer's basic local service plan.

	Monthly Rate	Per Use Charge
Auto Redial	\$3.95	\$0.95
Call Forwarding	\$3.95	N/A
Call Forwarding - Busy Line	\$3.95	N/A
Call Forwarding - No Answer	\$3.95	N/A
Call Forwarding - Busy Line/No Answer	\$3.95	N/A
Selective Call Forwarding	\$3.95	N/A
Selective Call Rejection	\$3.95	N/A
Call Waiting	\$3.95	N/A
Caller ID - Number Only	\$3.95	N/A
Caller ID - Name & Number	\$6.95	N/A
Speed Calling	\$3.95	N/A
Three-Way Calling	\$3.95	\$0.95
Anonymous Call Rejection	\$3.95	N/A
Call Return	\$3.95	\$0.95
Call Waiting ID - Name & Number	\$3.95	N/A

N/A - Per use charge not available

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LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 – RATE SCHEDULES, (CONT'D.)

4.5 Directory Listings and Directory Assistance - Rates and Charges

Subscribers will be billed at the following rates for Directory Listings and Directory Assistance in addition to all charges associated with the Customer's basic local service plan:

	Monthly Rate
Directory Listings	
Primary Listing	No charge
Non-Published Number	\$1.90
Non-Listed Number	\$1.55
Residential Additional Listing	\$1.50
Directory Assistance	Per Use Charge
Directory Assistance (after initial 1)	\$0.45
Directory Assistance Call Completion	\$1.50

4.6 Operator Assistance - Rates and Charges

Local Operator Assistance Service rates are in addition to applicable usage charges or in lieu of local call rates from pay telephones.

	Per Use Charge
Busy Line Verification	\$1.75
Busy Line Interrupt	\$2.00
Call Trace	\$2.00
Person to Person - Partially Assisted	\$4.50
Person to Person - Fully Assisted	\$6.00
Station to Station - Partially Assisted	\$2.30
Station to Station - Fully Assisted	\$3.80
Third-Party Billing	\$3.80
Collect Call	\$3.80
Operator Service Rate - Day	\$0.25 per minute
Operator Service Rate - Night, Evening, Weekend	\$0.15 per minute

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LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 – RATE SCHEDULES, (CONT'D.)

4.7 Service Order Charges - Rates and Charges

Customers will be billed the following charges for services described below. Additional charges may apply for service orders that require overtime labor performed at hours of the day or days of the week other than normal work hours.

	One-Time Charge
Customer requests to add a feature to an account	No Charge
Customer requests to remove a feature from an account	\$5.00
Customer requests a billing name change on his/her account	\$5.00
Customer requests a telephone number change	\$10.00
Customer requests to transfer primary line from one service address to another	\$35.00
Customer requests to transfer an additional telephone line from one service address to another	\$35.00
Restoration of Customer's service following suspension by the Company	\$25.00
Installation of a primary telephone line at new service address	\$35.00
Installation of an additional telephone line at new service address	\$35.00
Directory Listing Change Charge	\$5.00
Block Change Charge	\$5.00
PIC Change Charge	\$5.00

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LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 – RATE SCHEDULES, (CONT'D.)

4.8 Alternative Payment Processing Fees

The following fees apply for Customers who make payment for services rendered using alternative payment processing options. Per use charges apply for individual transactions. Customers may elect to enroll in the Company's Recurring Payment Plan, whereby the Customer's payment is automatically processed by the Company each month through the Customer's selected alternative payment processing option.

	Credit Card Payment	ACH Payment
One-time Payment (per use)	\$0.00	\$0.00
Online Payments (per use)	N/C	N/C
Recurring Payments	N/C	N/C

Beginning February 1, 2004, any residential Customer who enrolls in the Company's Recurring Payment Plan will be eligible to receive a one-time credit in the amount of ten dollars (\$10.00). This credit will be applied to the Customer's monthly billing statement after the Customer's first successful and valid automated payment transaction and should appear on one of the following two billing statements. Each Customer will be eligible to receive the credit only once per Customer account. A Customer becomes ineligible to receive this credit if, prior to the credit being applied to the Customer's account, one or more of the following occurs: 1) the account is suspended for non-payment of charges; 2) the account is suspended for violation(s) of regulations in this tariff; 3) the Customer cancels services or withdraws from the Recurring Payment Plan or 4) the Customer fails to comply with relevant laws and regulations.

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LOCAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 5 - PROMOTIONAL OFFERINGS

The Company may from time to time engage in special promotional service offerings which may be limited by specific attributes, including but not limited to certain dates, times and/or locations. These promotions are often designed to attract new customers and/or increase customer awareness of particular service offerings. Customers must subscribe to specific promotions within the given time period as stated in the promotional offer. Any account or telephone number that is disconnected from and then reconnected to the Company's service for purposes of subscribing to the special promotion may not be eligible. The promotions may contain special terms and conditions, including but not limited to, usage rates and charges. Such special terms and conditions will be in lieu of those terms, conditions, rates and charges outlined in Sections 3 and 4 of this Tariff.

5.1 Thanks for Choosing One ChoiceSM Promotion

Beginning May 4, 2004 and ending September 30, 2004, Customers of the Company's residential interexchange services as described in A.C.C. Tariff No. 6 "Interexchange Services Tariff" will be eligible to receive a one-time bill credit in the amount of ten dollars (\$10.00) when they subscribe to one of the Company's bundled local service packages as described in Section 3.2. This credit will be applied to the Customer's monthly billing statement and should appear in one to two billing statements following the subscription to the Company's local service package. Each Customer will be eligible to receive the credit only once per Customer account. This promotion may not be combined with other non-recurring bill credits or waiver offers provided by the Company.

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INTEREXCHANGE SERVICES TARIFF

This Arizona Tariff No. 6, issued by Matrix Telecom, Inc. d/b/a VarTec Telecom d/b/a Clear Choice Communications, cancels and replaces Comtel Telecom Assets, LP d/b/a VarTec Telecom d/b/a Clear Choice Communications Arizona Tariff No. 1.

TITLE PAGE

ARIZONA TELECOMMUNICATIONS SERVICES TARIFF

This tariff contains the description, regulations, and rates applicable to the furnishing of telecommunications services provided by Matrix Telecom, Inc. d/b/a VarTec Telecom and Clear Choice Communications with principal offices at 433 East Las Colinas Boulevard, Suite 400, Irving, Texas 75039. This tariff applies for services furnished within the State of Arizona. This tariff is on file with the Arizona Corporation Commission, where copies may be inspected, during normal business hours.

Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

The name, address and telephone number for the officer of Matrix Telecom, Inc. d/b/a VarTec Telecom and Clear Choice Communications who is responsible for providing information with respect to the operating procedures of Matrix Telecom, Inc. d/b/a VarTec Telecom and Clear Choice Communications is listed below.

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Irving, Texas 75039

INTEREXCHANGE SERVICES TARIFF

CHECK SHEET

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

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92	Original	*	127	Original	*	162	Original	*
93	Original	*	128	Original	*	163	Original	*
94	Original	*	129	Original	*	164	Original	*
95	Original	*	130	Original	*			
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105	Original	*	140	Original	*			
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INTEREXCHANGE SERVICES TARIFF

CONCURRING CARRIERS

NONE

CONNECTING CARRIERS

NONE

OTHER PARTICIPATING CARRIERS

NONE

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INTEREXCHANGE SERVICES TARIFF

TARIFF FORMAT

Page Numbering - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially and from time to time new pages may be added to the tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Page 3 and 4 would be numbered 3.1.

Explanation of Symbols - When changes are made in any tariff page, a revised page will be issued canceling the tariff page affected. Changes will be identified on the revised page(s) through the use of the following symbols:

- (C) - to signify changed regulation.
- (D) - to signify discontinued rate, regulation, or text.
- (I) - to signify increased rates.
- (M) - to signify material relocated from one page to another without change.
- (N) - to signify new rate, regulation, or text.
- (R) - to signify reduced rate.
- (S) - to signify reissued material.
- (T) - to signify a change in text, but no change in rate or regulation.
- (Z) - to signify a correction.

In addition to symbols for changes, each changed provision in the tariff shall contain a vertical line in the right hand margin of the page which clearly shows the exact number of lines being changed.

Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). The tariff user should refer to the latest check sheet to find out if a particular page is the most current page on file with the Corporation Commission.

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INTEREXCHANGE SERVICES TARIFF

SECTION 1 - DEFINITIONS OF TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's location to a Company switching center or point of presence.

Automated Calling Card Call - A service whereby the End User dials all of the digits necessary to route and bill the call.

Calling Card - A billing convenience whereby the End User may bill the charges for a call to an approved telephone company issued calling card. The terms and conditions of the local telephone company will apply to payment arrangements.

Commission - The Corporation Commission of Arizona.

Company, Carrier or Matrix Telecom, Inc. d/b/a VarTec Telecom® ("VT") and Clear Choice Communications® ("CCC") unless otherwise clearly indicated by the context.

Customer or End User - The person, firm, corporation or other entity which initiates a call on the Company's network, or accepts billing for a call on the Company's network, subject to the terms and conditions of the Company's tariff regulations.

Customer Provided Equipment - Equipment or facilities provided by persons other than the Company and connected to the Company's services and/or facilities. The Customer, not the Company, shall be responsible for compliance with FCC Rules, 47 CFR. Part 68, and for all maintenance of such equipment and/or facilities.

Day - From 8:00 AM up to, but not including, 5:00 PM local time Monday through Friday.

Dialed Access - An arrangement whereby a customer uses the public switched network facilities of a local exchange telephone company to access the terminal of the Carrier.

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INTEREXCHANGE SERVICES TARIFF

SECTION 1 - DEFINITIONS OF TERMS AND ABBREVIATIONS, (CONT'D.)

Direct Access - An arrangement whereby a customer uses facilities other than the public switched network facilities of a local exchange telephone company to access the terminal of the Carrier.

800 Service - Inward WATS service. Users dial a special interstate or intrastate "800" number and are connected to the customer's telephone at the Customer's expense. The "888" service will provide expanded 800 toll-free offerings. Hereinafter, "800" service is used to refer to "800" or "888" service.

Evening - From 5:00 PM up to, but not including, 11:00 PM local time Sunday through Friday.

LEC - Local Exchange Company.

Night/Weekend - From 11:00 PM, up to but not including, 8:00 AM Sunday through Friday, all day Saturday and Sunday from 8:00 AM, up to, but not including, 5:00 PM.

Pay Telephone - A telephone instrument equipped with a device that allows a charge to be made for each call.

Rate Center - A geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage for the purposes of rating a call.

Subscriber - The person, firm, partnership, corporation, or other entity who owns, leases, or manages the pay telephone, PBX, or other switch vehicle from which a Customer or End User places a call utilizing the services of the Company. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer or an End User.

Tandems - Those master LEC Central Offices (COs) which are designated as pooling or collection points for interLATA calls from their respective sub-tending or subordinate COs. Once collected, these interLATA calls are delivered to each of the subscribing IXC's through various types of Feature Group circuits (e.g., Feature Group "D") for call termination.

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INTEREXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of Company

2.1.1 General

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

The Company installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff. The Company may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Subscriber, to allow connection of a Subscriber's location to the network. The Subscriber 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 stated, and are available twenty-four hours per day, seven days per week.

2.1.2 Limitations

- A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company reserves the right to negotiate special terms and conditions (i.e., special promotions) with particular customers providing agreement is reached and signed with the customer.
- B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Subscriber or Customer is using service in violation of provisions of this tariff, or in violation of the law.
- C. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

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INTEREXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of Company, (Cont'd.)

2.1.2 Limitations, (Cont'd.)

- D. All facilities provided under this tariff are directly controlled by the Company and the Subscriber may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- E. Prior written permission from the Company is required before 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 of service.
- F. For any telephone number which accesses the Company's service on a per call basis via the Company's CAC(s) for 1+ calling and is subscribed to a service listed in this tariff for which the customer is required to be entered into the Company's billing database prior to use, the Company reserves the right to remove the telephone number from the billing database in the event that a period of ninety (90) consecutive days passes during which the telephone number does not access the Company's service via a CAC(s). In the event that a customer is removed from the Company's billing database, upon next use of the Company's service, the customer's service will be the current default service (i.e., the service listed in this tariff that does not require the customer to be entered into the Company's billing database prior to use). The customer will be billed automatically for this use according to the terms of the current default service.

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INTEREXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.2 Use of Service

2.2.1 Purpose

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

The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers or Subscribers as required to meet changing regulatory rules and standards of the Arizona Corporation Commission.

2.3 Liability

2.3.1 The Company's liability for any claim or loss, expenses or damage (including indirect, special or consequential damage) arising out of mistakes, for any interruption, delay, error, omissions, or defects in any service, facility or transmission provided under this tariff shall not exceed an amount equivalent to the proportionate monthly subscription or access fee charged to the customer or subscriber for the period of service or the facility provided during which such interruption, delay, error, omission or defect occurs. Any adjustment shall apply only to the period the interruption, delay, error, omission or defect continues beyond 24 hours after notice of the interruption, delay, error, omission or defect is received by the Company. No other liability shall in any case attach to the Company on account of interruptions, delay, error, omission or defect of service. For the purpose of computing a credit, a month is considered to have thirty (30) days.

2.3.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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INTEREXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.3 Liability, (Cont'd.)

- 2.3.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, processed, handled, or used by the Company under this tariff; for connecting, combining or adapting Company's facilities with subscriber's apparatus or systems, or; for any act or omission of the Customer or Subscriber; or for any personal injury or death of any person or for any loss of or damage to subscriber's premises or any other property, whether owned by the subscriber or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Carrier, if not directly caused by negligence of the Carrier, or; liability for failure to provide service.
- 2.3.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company, except independent sales agents who may from time to time be employed by another carrier.
- 2.3.5 The Company shall not be liable for any defacement of or damages to the premises of a Subscriber resulting from the furnishing of service which is not the direct result of the Company's negligence.

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INTEREXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.3 Liability, (Cont'd.)

2.3.6 As a telephone utility under the regulation of the Corporation Commission of Arizona, I do hereby assert and affirm that as a reseller of intrastate telecommunications service, I will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in Arizona, and I will comply with those marketing procedures, if any, set forth by the Corporation Commission. Additionally, I will be responsible for the marketing practices of my contracted telemarketers for compliance with this provision. I understand that violation of this provision could result in a rule to show cause as to the withdrawal of my certification to complete intrastate telecommunications traffic within the State of Arizona.

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INTEREXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.4 Terminal Equipment

The Company's facilities and service may be used with or terminated in Subscriber-provided terminal equipment or Subscriber-provided communications systems, such as a PBX or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Subscriber, except as otherwise provided. The Subscriber is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.5 Installation and Termination

2.5.1 Subscriber Service Agreement

Subscribers may be required to sign the Company Service Order Form for the various services offered by the Company

All services offered are subject to the Corporation Commission of the State of Arizona Rules and Regulations as they apply.

INTEREXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.6 Payment for Service and Service Dispute Resolution

2.6.1 Payment for Service

All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a local exchange telephone company or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Arizona PSC. Any objections to billed charges must be promptly reported to the Company's billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.6.2 Service Dispute Resolution

Any objection to billed charges should be reported to the billing agent or Company within thirty (30) days from the day the bill is issued. Adjustments to End User's bills shall be made when circumstances exist which reasonably indicate that such changes are appropriate. End Users have the right to appeal service disputes to the Arizona Corporation Commission. The Commission's address and phone number are:

Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

The Customer is responsible for the payment of bills for long distance message telephone service (LDMTS). Whether or not authorized by the Customer, this includes payment for LDMTS calls or services: (1) Originated at the Customer's number(s), (2) Accepted at the Customer's number(s) (e.g., Collect Calls), (3) Billed to the Customer's number via Third Number Billing if the Customer is found to be responsible for such call or service, the use of a Calling Card, or the use of a Carrier-assigned Special Billing Number, and (4) Incurred at the specific request of the Customer.

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INTEREXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.6 Payment for Service and Service Dispute Resolution

2.6.4 Late Payment Fee

If any portion of a Customer's payment is not received by the Company two business days prior to the next billing cycle, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, a late payment fee shall be due to the Company.

Late payment fees do not apply to the disputed portion of unpaid balances, if resolved in favor of the Customer. Any disputed portion of unpaid balances, if resolved in favor of the Company, may be subject to the late payment fee as of the original due date noted on the Customer's bill. Undisputed amounts of the same bill may be subject to the late payment fee if they remain unpaid by the due date noted on the Customer's bill.

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INTEREXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

- 2.7 Establishment and Re-establishment of Credit
- 2.7.1 In the event service is temporarily suspended for non-payment such service will be restored upon payment of all charges due.
- 2.7.2 A restoral of service charge will be applicable for each authorization code temporarily suspended. Where service is presubscribed to the Company's service a restoral of service charge will be applicable for each line temporarily suspended.
- 2.7.3 Customers or Subscribers not reestablished within five (5) days from date of suspension will be treated as a new customer or subscriber and appropriate Nonrecurring Charges and an advance payment will apply.
- 2.7.4 The use and restoration of facilities or service in emergencies shall be in accordance with Part 64, Subpart "D", of the Federal Communications Rules and Regulations which specifies the priority system for such activities.

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INTEREXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.8 Customer Deposits

Applicants or Customers whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to make a deposit in an amount not to exceed two (2) month's estimated charges to ensure prompt and full payment of the Customer's long distance telephone charges. Where established by law, interest will be applied to any deposit made at the legal rate for the period in which the deposit is held. Such deposits and interest due, if any, will be refunded or credited to the Customer at any time after twelve (12) months of prompt payments upon request of the Customer. Upon termination of service, the deposit and interest due, if any, will be credited to the final bill and any credit balance will promptly be returned to the Customer.

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INTEREXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.9 Notices

2.9.1 Notice to the Customer

Notices from the Company to a Customer normally will be given in writing, either delivered or mailed to the Customer's address of record.

In emergencies, where delay may result in impaired service or in hazards to the Customer, the public, or the Company's Facilities, the Company may resort to verbal notices given by telephone, radiotelephone, personal contact, or other means of communication.

2.9.2 Notices from the Customer

Notices from a Customer to the Company may be given verbally by the Customer or the Customer's authorized agent at the Company's office, or by written communication mailed thereto. Written notice is required when specified in tariff schedules or in any written agreement.

2.10 Rendering and Payment of Bills

2.10.1 Returned Check Charge

When a payment for service is made by check, draft, or similar negotiable instrument, a returned check charge will be made by the Company for each such item returned unpaid by a bank to the Company for any reason. The acceptance of checks, drafts, or other negotiable instruments for the satisfaction of the Customer's debts to the Company shall not constitute a waiver by the Company of its right to payment by legal tender.

2.10.2 Extra Copies of Bill

Extra Copies of a customer's monthly bill will be provided by the Carrier at the rate specified in this tariff.

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INTEREXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.11 Fraud

The Company shall have the right to refuse or discontinue service if the acts of the customer, including furnishing false credit information or the conditions upon their premises are such as to indicate intention to defraud the Company.

2.12 Non Compliance with the Company's Rules

The Company may discontinue service if a customer fails to comply with any of the rules herein.

2.13 Telephone Calls with Intent to Annoy

The Company may discontinue service of any customer who, with intent to annoy, telephones another and addresses to or about such other person any obscene language or addresses to such other person any threat to inflict injury to the person or property of the person addressed or any family member.

The Company may discontinue service of any customer who, with intent to annoy, repeatedly telephones another without disclosing his true identity to the person answering the telephone, whether or not conversation ensues during the telephone calls.

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INTEREXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.14 Discontinuance and Restoration of Service

2.14.1 Intentional Abuse of Service

The Company has the right to refuse telephone service to any premises and at any time to discontinue telephone service, if it finds it necessary to do so to protect itself against intentional abuse. Intentional abuse of service includes, without limiting the generality of the foregoing; the use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of a message toll charge or an exchange service charge. Another form of such abuse is an intentional uninterrupted connection of one exchange station to another station, excluding those connections charged for on an elapsed time basis, which permits the use of the facilities in a manner similar to private line service. It also includes intentional receiver off hook conditions.

2.14.2 Disconnection of Service for Cause

- A. Upon non-payment of any sum due the Company or upon a violation of any of the conditions governing the furnishing of service as provided in this tariff, the Company may by notice in writing mailed to the Customer, without incurring any liability, temporarily discontinue the furnishing of service to the Customer. Telephone Services may be discontinued fifteen (15) days after mailing notice of intention to discontinue service and a service order charge will be made by the Company for restoration of such Authorization Code and/or line. If the Company elects to discontinue service, the Customer shall be responsible for all charges through the date of termination.

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INTEREXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.14 Discontinuance and Restoration of Service, (Cont'd.)

2.14.2 Disconnection of Service for Cause, (Cont'd.)

- B. If any customer-provided, or end user-provided equipment is used with Facilities provided by the Company in violation of any law or any of the provisions in this tariff, the Company will take such action as is necessary for the protection of its Facilities or the service of its other Customers and other persons provided with Telephone Services. The Customer shall discontinue such use of the equipment or correct the violation immediately upon actual or constructive knowledge of a violation and shall confirm in writing to the Company within fifteen (15) calendar days that such use has ceased or that the violation has been corrected. Failure of the Customer to discontinue such use or correct the violation, and to give the required written confirmation to the Company within the time stated above shall result in interruption of the service of the Customer creating the violation.
- C. Telephone Services may be refused, reduced, or partially or completely discontinued without notice in the event the Company is informed that the service is used in such a manner that will adversely affect the Company's services to others.
- D. The Company may disconnect the Telephone Services in accordance with the terms hereof without any liability except for an appropriate refund of prepaid charges and any service deposit with accrued interest.

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INTEREXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.14 Discontinuance and Restoration of Service, (Cont'd.)

2.14.3 Credit Allowance

- A. Credit allowance for the interruption of service is subject to the general liability provisions set forth in Section 2.3 herein. Customers shall receive no credit allowance for the interruption of service which is due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. The Customer should notify the Company when the Customer is aware of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission within the Customer's control, or is not in wiring or equipment, if any, furnished by the Customer in connection with the Company's services.
- B. No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.
- C. No credit shall be allowed:
 - 1. For failure of services or facilities of customers; or
 - 2. For failure of services or equipment caused by the negligence or willful acts of the Customer.
- D. Credit for an interruption shall commence after Customer notifies Company of the interruption and ceases when services have been restored.
- E. Credits are applicable only to that portion of service interrupted.
- F. For purposes of credit computation, every month shall be considered to have 720 hours.

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INTEREXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.14 Discontinuance and Restoration of Service, (Cont'd.)

2.14.3 Credit Allowance, (Cont'd.)

- G. No credit shall be allowed for an interruption of a continuance duration of less than two hours.
- H. The Customer shall be credited for an interruption of two hours or more at a rate of 1/720th of the monthly charge for the services 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:

$$\text{Credit} = \frac{A \times B}{720}$$

"A" = outage time in hours

"B" = total monthly charge for affected facility.

2.15 Installation and Termination

Service is installed upon mutual agreement between the Subscriber and the Company. The service agreement does not alter rates specified in the tables and schedules contained in this tariff.

2.16 Ownership of Equipment

Equipment furnished by the Company on the premises of a subscriber is the property of the Company.

INTEREXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.17 Taxes and Fees Chargeable to Customers/Subscribers

2.17.1 Adjustments for Municipality Payments

If at any future time a municipality acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the customers receiving service within the territorial limits of such municipality. Such billing shall allocate the tax, fee or charge among customers uniformly on the basis of each customer's monthly charges for the types of service made subject to such tax, fee or charge.

2.17.2 Adjustments for County or Other Local Taxing Authority Payments

If at any future time a county or other local taxing authority acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the customers receiving service within the territorial limits of such county or other taxing authority. Such billing shall allocate the tax, fee or charge among customers uniformly on the basis of each customer's monthly charges for the types of service made subject to such tax, fee or charge.

2.17.3 Gross Receipts Tax

When utility or telecommunications excise assessments, franchise fees, or privilege, license, occupational, or other similar taxes or fees, based on interstate or intrastate receipts are imposed by certain taxing jurisdictions upon the Company or upon local exchange companies and passed on to the Company through or with interstate or intrastate access charges, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated bases.

The amount of charge that is prorated to each Customer's bill is determined by the interstate or intrastate telecommunications services provided to and billed to an end user/customer service location in such a taxing jurisdiction with the aggregate of such charges equal to the amount of the tax or fee imposed upon or passed on to the Company.

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INTEREXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.17 Taxes and Fees Chargeable to Customers/Subscribers, (Cont'd.)

2.17.4 Arizona Universal Service Fund Reimbursement Charge

The Arizona Universal Service Fund Charge is assessed to all Customers of the Company's services. This charge recovers the cost of the Arizona Universal Service Fund assessment, paid by VT, from Customers. Services provided pursuant to this tariff are subject to the Arizona Universal Service Fund Charge which is currently assessed based on 0.2794% of a Customer's net intrastate charges incurred during a calendar month. This charge is in addition to the tariffed per minute usage rates and any other applicable monthly service fees and surcharges associated with utilizing the Company's service and will be listed as a separate line item on the Customer's bill.

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INTEREXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.18 Special Promotions

The Carrier may from time to time engage in special promotional service offerings which may be limited to certain dates, times and/or locations. These promotions are designed to attract new customers and/or increase customer awareness of particular service offerings. Customers must subscribe to specific promotions within the given time period as stated in the promotional offer. Any ANI disconnected and then reconnected from the Company's service for purposes of subscribing to the special promotion may not be eligible. After the initial subscription to a promotion, if no outbound usage is generated by an ANI within the specified time period as stated in the promotional offering, the customer may not receive benefits from the promotion. The promotions may contain special terms and conditions, including but not limited to, usage rates and charges. Such special terms and conditions will be in lieu of those terms, conditions, rates and charges outlined in Sections 3, 4, 5, and 6 of this Tariff.

2.19 [Reserved for Future Use]

2.20 Alternative Payment Processing

The Company allows Customers to make payment for services rendered through alternative payment processing options, including but not limited to, credit card payments and automated clearing house ("ACH") transactions. Customers may make payment using alternative payment processing through the Company's Customer Care Center, the Company's internet website or other methods approved by the Company. When a payment for service is made by an alternative payment processing option, processing fees as described in Section 4.45 of this Tariff may apply. The acceptance of alternative payment processing options for the satisfaction of the Customer's debts to Carrier shall not constitute a waiver by Carrier of its right to payment by legal tender.

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INTEREXCHANGE SERVICES TARIFF

SECTION 3 – VARTEC DESCRIPTION OF SERVICES

3.1 General

The Carrier endeavors to provide high quality service. Service is available 24 hours per day, 7 days a week, subject to routine maintenance and outages beyond the control of the Carrier. Carrier's switching equipment is designed and engineered to provide high quality transmission of voice and data with a minimum level of impairment such as noise and echo. However, overall quality may vary somewhat due to the variability in quality of the connections provided by the local telephone companies and other interexchange carriers which is beyond the Company's control.

3.1.1 Travel Card Availability

The VT Travel Card products identified throughout this tariff are only available to existing Customers who subscribed to a Travel Card product prior to July 1, 2004. Customers with active Travel Card accounts as of July 1, 2004 will continue to receive Travel Card service as set forth in this tariff.

3.2 Timing of Calls

- A. Long distance usage charges are based on the actual usage of VT's network. No charge will apply to incompleting calls, which include "ring busy" and "ring no answer calls", and such incompleting calls will not be knowingly charged to the customer, and if charged in error, will be refundable to the customer. VT will determine that a call has been established by signal from the local telephone company. Where such signaling is unavailable, VT will determine that an initiated call has been answered after 30 seconds of ring time. A call is terminated when either party disconnects from the call.
- B. Unless otherwise specified in this tariff, the minimum call duration for billing purposes is 1 minute.
- C. Unless otherwise specified in this tariff, usage is measured and rounded to the higher full minute for billing purposes.
- D. When answer supervision is unavailable and VT has received a reasonable claim from the end user for a refund of VT's charges for an uncompleted call, VT will reimburse the end user for the charges that VT has billed for that call.

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INTEREXCHANGE SERVICES TARIFF

SECTION 3 – VARTEC DESCRIPTION OF SERVICES, (CONT'D.)

3.3 Service Area

Calls may be originated from any telephone connected to sub-tending equal access COs or exchanges which are served by the above named LEC tandems; however, service is being offered for termination throughout the entire State of Arizona.

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INTEREXCHANGE SERVICES TARIFF

SECTION 3 – VARTEC DESCRIPTION OF SERVICES, (CONT'D.)

3.4 Calculation of Distance

3.4.1 Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

3.4.2 The Rate Centers of a call are determined by the area codes and exchanges of the origination and destination points.

3.4.3 The distance between the Rate Center of the origination point and that of the destination point is calculated by using the "V" and "H" coordinates found in AT&T FCC Tariff No. 10, in the following manner:

Step 1 - Obtain the "V" and "H" coordinates for the Rate Centers of the origination point and the destination point.

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

Step 3 - Square the differences obtained in Step 2.

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

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

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Rate Centers.

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INTEREXCHANGE SERVICES TARIFF

SECTION 3 – VARTEC DESCRIPTION OF SERVICES, (CONT'D.)

3.5 TollSaver® Service

TollSaver® Service (non-operator assisted, direct-dial) is offered to Customers, including but not limited to, residential and business Customers, for calling within the State of Arizona. Customers access VT via Equal Access FGD circuits and/or other Switched Access Services. When VT is not the presubscribed interexchange carrier, Customers can access TollSaver® Service by dialing 10811 + 1 + area code + NXX - XXXX. In order to receive TollSaver® Service rates, however, the Customer must be entered into the VT billing database prior to utilizing this service. Calls are routed over the Company's transmission and switching facilities to any valid NPA-NXX in the State of Arizona. Rates and charges for VT's TollSaver® Service are set forth in Section 4.1 following.

Customers of VT's TollSaver® will be eligible for VT's Frequent Caller program. For every ten (10) long distance calls a customer makes, excluding directory assistance calls, by dialing 10811 + 1 + area code (if required) + NXX - XXXX, the Customer will receive another long distance TollSaver® Service call for only one (\$0.01) cent. The one (\$0.01) cent calls can be up to ten minutes in duration and can be made anywhere within the contiguous United States.

Calls are rated based on mileage, time of day and call duration.

3.6 Directory Assistance Service

Directory Assistance Service is provided to assist customers in obtaining telephone numbers.

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SECTION 3 – VARTEC DESCRIPTION OF SERVICES, (CONT'D.)

3.7 Travel Card Service

VT's Travel Card Service permits customer to make calls from any location within Arizona to any other location within Arizona by dialing 1+800+383+2255, receiving a signal tone, then dialing in the customer's personal identification number (PIN) assigned by VT followed by the telephone number of the called party within Arizona. There are three classes of Travel Card Service:

- A. Individual Accounts - for the end user/customer who requires only a single or few travel cards and regularly bills less than \$200 in travel calls per month.
- B. Corporate Accounts - for the end user/customer who requires several travel cards and regularly bills less than \$500 in travel calls per month.
- C. Group Accounts - for the end user/customer who requires many travel cards and regularly bills more than \$500 in travel calls per month.

Rates and charges for VT's Travel Card Service are set forth in Section 4.7 following.

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SECTION 3 – VARTEC DESCRIPTION OF SERVICES, (CONT'D.)

3.8 Home Direct® Service

VT's Home Direct® Service permits Customers to make calls from any non-rotary dialed telephone within Arizona to other locations within Arizona by dialing 1 + 800 + NXX-XXXX, receiving a prompting tone, then dialing a seven digit personal identification number (PIN) assigned by VT. The call is then routed to a single destination (terminating ANI) which is pre-programmed by VT and designated by the Customer. Maximum Rates and charges for VT's Home Direct® Service are set forth in Section 4.13 following.

Calls are rated based on call duration.

3.9 Universal Travel Card

VT's Universal Travel Card Service permits Customers to make calls from any non-rotary dialed telephone within Arizona to any other location by dialing 1 + 800 + XXX + XXXX, receiving a prompting tone, then dialing in the Customer's personal identification number (PIN) assigned by VT followed by the telephone number of the called party.

Rates and charges for VT's Universal Travel Card Service are set forth in Section 4.14 following.

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SECTION 3 – VARTEC DESCRIPTION OF SERVICES, (CONT'D.)

3.10 VarTec ReliantTSM Outbound Service

VarTec ReliantTSM Outbound Service (non-operator assisted, direct dial) is offered to Customers, including but not limited to, Business Customers for calling within the State of Arizona. Customers access VT via T-1 Access Lines. Calls are routed over the T-1 Access Lines of the LECs and the Carrier to any valid NPA-NXX. In order to receive VarTec ReliantTSM Outbound Service rates, however, the Customer must be entered into the VT billing database prior to utilizing this service. Maximum rates and charges for VarTec ReliantTSM Outbound Service are set forth in Section 4.34 following.

Calls are rated based on call duration.

3.11 VarTec ReliantTSM Inbound Service

VarTec ReliantTSM Inbound Service (non-operator assisted, direct dial) is offered to Customers, including but not limited to, Business Customers for calling within the State of Arizona. Customers access VT via T-1 Access Lines. Calls are routed over the T-1 Access Lines of the LECs and the Carrier to a selected NPA-NXX within the State of Arizona. In order to receive VarTec ReliantTSM Inbound Service rates, however, the Customer must be entered into the VT billing database prior to utilizing this service. Maximum rates and charges for VarTec ReliantTSM Inbound Service from originating locations within the State of Arizona to points within Arizona are set forth in Section 4.35 following.

Calls are rated based on call duration.

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SECTION 3 – VARTEC DESCRIPTION OF SERVICES, (CONT'D.)

3.12 CallManage Service

The CallManage Service is intended for residential Customers who enroll in the CallManage Program for calling within the state of Arizona. CallManage Service is only available to existing Customers who subscribed to CallManage Service prior to September 15, 2004. Customers of this service will utilize the optional long distance access feature installed on a Uniden Long Distance Manager™ EXLI8962 telephone, or subsequent models, to access VT via Equal Access FGD circuits and/or other Switched Access Services. After enrolling, Customers may access the CallManage Service on a per call basis by utilizing the long distance access feature which automatically accesses VT's network when selected, then the Customer dials 1 + area code (if required) + NXX-XXXX. In order to receive the CallManage Service rates, the Customer must be entered into CallManage Program billing database for the CallManage Service prior to utilizing this service. Calls are routed over Carrier's transmission and switching facilities to any valid NPA-NXX in the state of Arizona. Maximum rates and charges for the CallManage Service are set forth in Section 4.17 following.

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SECTION 3 – VARTEC DESCRIPTION OF SERVICES, (CONT'D.)

3.13 Business 800SM Service

VT's Business 800SM Service permits Customers to make inward calling from stations in diverse service areas to stations located in the contiguous U.S. These service areas are groups of predefined NPAs, which encompass all NPAs within the contiguous U.S.

Business 800SM Service rates and charges apply to completed calls from the service area(s)/NPA(s) selected by the Customer to a telephone number associated with the Customer's existing local exchange service. Rates and charges for VT's Business 800SM Service are set forth in Section 4.18 following.

Calls are rated based on time of day and call duration.

3.14 Dime Works[®] Service

The Company's Dime Works[®] Service is offered to customers including, but not limited to, business customers for outward calling within the State of Arizona. Customers may access VT via Equal Access FGD circuits and/or other switched access services. The service includes a monthly recurring service fee, a per call surcharge and a flat per minute usage rate. In order to receive Dime Works[®] Service usage rates, however, Customers must first be entered into the VT billing database prior to utilizing this service. Calls are routed over the Carrier's transmission and switching facilities to any valid NPA-NXX. Rates and Charges associated with this service are set forth in Section 4.19 following.

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SECTION 3 – VARTEC DESCRIPTION OF SERVICES, (CONT'D.)

3.15 Dime Works® 800 Service

VT's Dime Works® 800 Service is offered to customers including, but not limited to, business customers for inbound calls made from diverse service areas within the State of Arizona as well as the contiguous United States. This Service includes a monthly recurring service fee, a per call surcharge and a flat per minute usage rate. In order to receive Dime Works® 800 usage rates, however, Customers must first be entered into the VT billing database prior to utilizing this service. Calls are routed over the Carrier's transmission and switching facilities to any valid NPA-NXX. Rates and charges associated with this service are set forth in Section 4.20 following.

3.16 PreferredSM Service

PreferredSM Service (non-operator assisted, direct-dial) is offered to customers, including but not limited to, business customers, for calling within the State of Arizona. This service is designed to be sold by agents of VT. Customers access VT via Equal Access FGD circuits and/or other Switched Access Services. In order to receive PreferredSM Service rates, however, the Customer must be entered into the VT billing database prior to utilizing this service. Calls are routed over the Company's transmission and switching facilities to any valid NPA-NXX in the State of Arizona. Rates and charges for VT's PreferredSM Service are set forth in Section 4.21 following.

Calls are rated based on time of day and call duration.

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SECTION 3 – VARTEC DESCRIPTION OF SERVICES, (CONT'D.)

3.17 TollSaver® II Service (non-operator assisted, direct-dial) is offered to Customers, including, but not limited to, residential and business Customers, for calling within the State of Arizona. Customers access VT via Equal Access FGD circuits and/or other Switched Access Services. Customers can access TollSaver® II Service by dialing 1 + (area code when necessary) + NXX-XXXX if they have selected VT as their primary interexchange carrier. When VT is not the presubscribed interexchange carrier, Customers can access TollSaver® II Service by dialing 10XXX + 1 + area code (if required) + NXX-XXXX. In order to receive TollSaver® II Service rates, however, the Customer must be entered into the VT billing database prior to utilizing this service. Calls are routed over Carrier's transmission and switching facilities to any valid NPA-NXX in the State of Arizona. Rates and charges for VT's TollSaver® II Service are set forth in Section 4.22 following.

Customers of VT's TollSaver® II Service will be eligible for VT's Frequent Caller Program. For every ten (10) long distance TollSaver® II calls a Customer makes, excluding Directory Assistance calls, the Customer will receive two additional long distance TollSaver® II calls for only one cent (\$0.01) each. The one cent (\$0.01) calls can be up to ten (10) minutes in duration and can be made anywhere within the contiguous United States. The one cent (\$0.01) calls will automatically be assessed by Company's billing system on the first two long distance call(s) that meets the above-noted conditions and are subsequent to the required ten (10) long distance calls made by the Customer, regardless of the Customer's actual billing cycle.

The one (1) penny calls are awarded in multiples of eleven and twelve, respectively, (i.e., 11, 12; 23, 24; 35, 36; etc.). If either one of those calls exceeds ten (10) minutes or is made to a party outside the contiguous United States, then the very next call(s) that satisfies these conditions, regardless of its numerical standing, will be billed one cent (\$0.01). Calls are rated based on mileage, time of day and call duration.

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SECTION 3 – VARTEC DESCRIPTION OF SERVICES, (CONT'D.)

3.18 Small Change® Service

VT's Small Change® Service (non-operator assisted, direct dial) is intended for residential customers for calling within the State of Arizona. Upon choosing VT as their primary interexchange carrier and being entered into VT's billing database, customers will receive the long distance usage rates associated with VT's Small Change® Service. When VT is not the presubscribed interexchange carrier, Customers can access Small Change® Service by dialing 10XXX + 1 + area code + NXX-XXXX. In order to receive VT's Small Change® Service usage rates, however, the Customer must be entered into the VT billing database prior to utilizing this service. Calls are routed over Carrier's transmission and switching facilities to any valid NPA-NXX. Rates and charges for VT's Small Change® Service are set forth in Section 4.27 following.

Calls are rated based on call duration.

3.18.1 Small Change® Affinity Edition

The Small Change® Affinity Edition offers the same features as VT's Small Change® Service. In addition, for every ten (10) long distance calls a customer makes, excluding directory assistance calls, the Customer will receive another long distance Small Change® Affinity Edition call for only one (\$0.01) cent. The one cent (\$0.01) calls can be up to ten (10) minutes in duration and can be made anywhere within the United States. The one cent (\$0.01) calls will automatically be assessed by the Company's billing system on the first long distance call that meets the above-noted conditions and are subsequent to the required ten (10) qualifying long distance calls made by the Customer, regardless of the Customer's actual billing cycle. The intrastate rates, terms and conditions for service will be those set forth in Section 4.27 herein.

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SECTION 3 – VARTEC DESCRIPTION OF SERVICES, (CONT'D.)

3.19 VarTec Varsity LineSM Service

VarTec Varsity LineSM Service permits Customers to make calls from any non-rotary dialed telephone within Arizona to other locations by dialing 1 + 800 + NXX-XXXX, receiving a prompting tone, then dialing a seven (7) digit personal identification number (PIN) assigned by VT. The calls are then routed to a single destination (terminating ANI) which is pre-programmed by VT and designated by the Customer. Maximum rates and charges for VarTec Varsity LineSM Service are set forth in Section 4.24 following.

In addition, customers of VarTec Varsity LineSM Service will be billed at \$0.01 per call for the first five qualifying calls. A qualifying call is defined as a completed call of ten minutes or less in duration, excluding Directory Assistance calls. The one cent (\$0.01) calls will automatically be assessed by the Company's billing system on the first five long distance calls that meet the above-noted conditions.

Calls are rated based on call duration.

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SECTION 3 – VARTEC DESCRIPTION OF SERVICES, (CONT'D.)

3.20 FiveLine® Service

VT's FiveLine® Service (non-operator assisted, direct dial) is intended for residential Customers for calling within the State of Arizona. Customers access the FiveLine® Service by dialing 1 + (area code when necessary) + NXX-XXXX if they have selected VT as their primary interexchange carrier. When VT is not the presubscribed interexchange carrier, Customers can access the FiveLine® Service by dialing 10-1X-XXX + 1 + area code (if required) + NXX-XXXX. In order to receive FiveLine® Service rates, however, the Customer must be entered into the VT billing database prior to utilizing this service.

Calls are routed over Carrier's transmission and switching facilities to any valid NPA-NXX. Rates and charges for VT's FiveLine® Service are set forth in Section 4.25 following. Calls are rated based on call duration.

3.21 VarTec Signature Series® Services

VarTec Signature Series® Services are intended for Business Customers for calling within the State of Arizona. Customer's of VarTec Signature Series® Services will be able to utilize one-plus (1+), toll-free ("800") and calling card services. Upon choosing VT as their primary interexchange carrier and/or the responsible organization for any particular toll-free ("800") telephone number, Customers will receive any or all of the long distance telecommunications services associated with VarTec Signature Series® Services. Rates and charges associated with VarTec Signature Series® Services are set forth in Section 4.26 following. The VarTec Signature Series® Services are long distance telecommunications services including, up to the following:

3.21.1 VarTec Signature I Service

Customers may access VarTec Signature I Service via Equal Access FGD circuits and/or other switched access services to make intrastate calls. Calls are routed over carriers transmission and switching facilities to any valid NPA-NXX. VarTec Signature I Service includes flat-rated intrastate usage rates and a monthly recurring service fee. Rates and charges associated with VarTec Signature I Service are included in Section 4.26.1.

INTEREXCHANGE SERVICES TARIFF

SECTION 3 – VARTEC DESCRIPTION OF SERVICES, (CONT'D.)

3.21 VarTec Signature Series® Services, (Cont'd.)

3.21.2 (Reserved for Future Use)

3.21.3 VarTec Signature 800 Service

VarTec Signature 800 Service allows Customers to receive inbound intrastate calls from any other calling stations within the state. The service includes a monthly recurring service fee and a one-time installation fee. Rates and charges associated with this service are set forth in Section 4.26.3 following.

3.21.4 VarTec Signature Travel Service

VarTec Signature Travel Service is designed to allow customers to make calls from any non-rotary dialed telephone within Arizona to any other location by dialing 1 + 800 + XXX + XXXX, receiving a prompting tone, then dialing in the Customer's Authorization Code assigned by the Company followed by the telephone number of the called party. The service is for Customers who require many travel cards and regularly make more than \$500 in calling card calls per month. Rates and charges associated with this service are set forth in Section 4.26.4 following.

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SECTION 3 – VARTEC DESCRIPTION OF SERVICES, (CONT'D.)

3.22 New Home Direct® Service

VT's New Home Direct® Service permits Customers to make calls from any non-rotary dialed telephone within Arizona to other locations by dialing 1 + 800 + NXX-XXXX, receiving a prompting tone, then dialing a personal identification number (PIN). The calls are then routed to a single destination (terminating ANI) which is pre-programmed by VT and designated by the Customer. Rates and charges for VT's New Home Direct® Service are set forth in Section 4.32 following.

In addition, Customers of VT's New Home Direct® Service will be billed at \$0.01 per call for the first five qualifying calls. A qualifying call is defined as a completed domestic, long distance call of ten minutes or less in duration, excluding Directory Assistance calls. The one cent (\$0.01) calls will automatically be assessed by the Company's billing system on the first five long distance calls that meet the above-noted conditions.

Calls are rated based on call duration.

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SECTION 3 – VARTEC DESCRIPTION OF SERVICES, (CONT'D.)

3.23 Prepaid Calling Card Service

Prepaid Calling Card Service (non-operator assisted, direct-dial) is offered to customers, including but not limited to, retailers and end users for calling within the State of Arizona. VT's Prepaid Calling Card Service provides an outbound voice grade communications service for calls charged to a VT Prepaid Calling Card. VT's Prepaid Calling Card Service permits customers to make Prepaid Calling Card calls from any non-rotary dialed telephone within the State of Arizona to any other location by dialing 1 + 800 + NXX - XXXX (which is printed on the card), receiving interactive voice prompts, inserting an authorization code, and then dialing the destination number of the intended party. Calls are routed over the Carriers transmission and switching facilities to any valid NPA-NXX.

Rates and charges for VT's Prepaid Calling Card Service are set forth in Section 4.28 following.

This service is facilitated by means of real time rating and intelligent switching technology. When making a long distance call with the Company's Prepaid Calling Card Service, the Customer first receives account balance information prior to dialing the terminating number. Upon entering the intended number, the Customer will then be advised as to the maximum call length, in minutes. The balance on each VT Prepaid Calling Card will be reduced and depleted based upon customer usage. A Customer's call will be interrupted with an announcement at one minute before the available balance is depleted, based on the terminating locations of the call. Calls in progress will be terminated by the Company when the available balance of the VT Prepaid Calling Card is expended. Any remaining balance may be utilized by the Customer on subsequent long distance telephone calls. All calls must be charged against a valid VT Prepaid Calling Card account that has a sufficient available balance.

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SECTION 3 – VARTEC DESCRIPTION OF SERVICES, (CONT'D.)

3.23 Prepaid Calling Card Service, (Cont'd.)

Authorization codes associated with Prepaid Calling Card Service will expire one-hundred and eighty days following its activation date. If however, the Prepaid Calling Card Service is utilized during the above referenced twelve (12) month period, the expiration date will be extended until one (1) year following the date of last usage. The Company shall not be responsible for lost, stolen or unauthorized usage of Prepaid Calling Cards or card numbers.

For the Customer's option and convenience, written and automated dialing instructions are provided in both English and Spanish.

The following types of calls may not be completed using VT's Prepaid Calling Card Service:

- Calls to 700 numbers
- Calls to 800 numbers
- Calls to 900 numbers
- Directory Assistance
- Any other operator assisted calls

Service is available twenty-four hours a day, seven days a week. The number of available VT Prepaid Calling Cards is subject to technical limitations. Such cards will be offered to Customers on a first come, first served basis.

VT agrees to refund any amounts remaining on a VT Prepaid Calling Card upon physical return of the card. A Refund will only be issued upon a showing that the service provided by VT has failed to meet either the service requirements set forth in the Commission's Rules and Regulations, or the general standards of quality applicable to the industry. To qualify for a refund, a user must return the card to VT within three months of the original purchase and submit in writing detailed information on the basis for any requested refund. VT will promptly investigate and advise the user as to its findings and disposition.

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SECTION 3 – VARTEC DESCRIPTION OF SERVICES, (CONT'D.)

3.23 Prepaid Calling Card Service, (Cont'd.)

A credit allowance for VT's Prepaid Calling Card is applicable to that portion of a call that is interrupted due to poor transmission, one-way transmission, or involuntary disconnection of the call. To receive the proper credit, the Customer must notify the Company at the designated Customer Service Number printed on the VT Prepaid Calling Card and furnish the called number, the trouble experienced (e.g., cut-off, noisy circuit, reached wrong number, etc.), and the approximate time the call was placed.

3.23.1 Collector's Card Service

VT will provide prepaid calling card services using cards where the card itself has a value (i.e., includes a picture of a license property or because of the materials used in the card) that is distinct from the value of the telecommunications service. The value of the telecommunications service (in minutes or dollars) will be indicated on the card. Further, the intrastate rates, terms and conditions for service will be those set forth in Section 4.28 herein.

3.23.2 Enhanced Prepaid Calling Card Service

The Enhanced Prepaid Calling Card which offers the same features as VT's Prepaid Calling Card as listed in Section 3.23 with the additional options of point of sale activation and recharge capability. This option requires a minimum recharge of \$5.00 and a maximum recharge of \$100.00. Further, the intrastate rates, terms and conditions for service will be those set forth in Section 4.28.2 herein.

3.23.3 Prepaid Calling Card Service II

VT's Prepaid Calling Card Service II is intended for Customers that make prepaid calling card calls in excess of three (3) minutes in duration. This service offers the same features as the Prepaid Calling Card Service listed in Section 3.23, but with a lower per minute intrastate usage rate and a per call surcharge as set forth in Section 4.28.3 herein.

INTEREXCHANGE SERVICES TARIFF

SECTION 3 – VARTEC DESCRIPTION OF SERVICES, (CONT'D.)

3.24 Conference Calling Service

Conference Calling Service allows a VT Customer to hold conversations and/or meetings with two (2) to twenty-three (23) other involved parties within Arizona. Customers of this service are able to establish simultaneous telephone contact with multiple callers by each of the involved parties dialing an 800 number predetermined by VT, receiving a prompting tone, then entering an authorization code also predetermined by VT, from any non-rotary dialed telephone within Arizona. Once the authorization code is entered, the calling party is connected to the conference call. The Customer must schedule the conference call at least twenty-four (24) hours in advance with VT. In order to receive the Conference Calling Service and associated rates, the Customer must be entered into the VT billing database prior to utilizing the service. Maximum rates and charges for the Conference Calling Service are set forth in section 4.29 following. Calls are rated based on time of day and call duration of each and every involved party that participates in the conference call.

3.25 New DimeLine® Service

VT's New DimeLine® Service (non-operator assisted, direct dial) is intended for residential Customers for calling within the State of Arizona. Customers access New DimeLine® Service by dialing 1 + (area code when necessary) + NXX-XXXX if they have selected VT as their primary interexchange carrier. When VT is not the presubscribed interexchange carrier, Customers can access New DimeLine® Service by dialing 10XXX + 1 + area code (if required) + NXX-XXXX. In order to receive VT's New DimeLine® Service usage rates, however, the Customer must be entered into the VT billing database prior to utilizing this service. Calls are routed over Carrier's transmission and switching facilities to any valid NPA-NXX. Maximum rates and charges for VT's New DimeLine® Service are set forth in Section 4.16 following.

Calls are rated based on call duration.

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SECTION 3 – VARTEC DESCRIPTION OF SERVICES, (CONT'D.)

3.26 DimeLine® Service

VT's DimeLine® Service (non-operator assisted, direct dial) is intended for residential Customers for calling within the State of Arizona. Customers access DimeLine® Service by dialing 1 + (area code when necessary) + NXX-XXXX if they have selected VT as their primary interexchange carrier. When VT is not the presubscribed interexchange carrier, Customers can access DimeLine® Service by dialing 10811 + 1 + area code (if required) + NXX-XXXX. In order to receive VT's DimeLine® Service usage rates, however, the Customer must be entered into the VT billing database prior to utilizing this service. Calls are routed over Carrier's transmission and switching facilities to any valid NPA-NXX. Maximum Rates and charges for VT's DimeLine® Service are set forth in Section 4.31 following.

Calls are rated based on call duration.

3.27 Dime College Travel Card Service

VT's Dime College Travel Card Service permits Customers to make calls from any non-rotary dialed telephone within Arizona to any other location by dialing 1 + 800 + XXX + XXXX, receiving a prompting tone, then dialing in the Customer's personal identification number (PIN) assigned by VT followed by the telephone number of the called party. The Dime College Travel Card Service is intended for Customers of VT's College and Alumni Programs which are available through participating colleges and alumni organizations.

Rates and charges for VT's Dime College Travel Card Service are set forth in Section 4.36 following.

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3.28 Dime Club® Program

VT's Dime Club® Program is intended for residential Customers for calling within the State of Arizona. Customers of VT's Dime Club® Program will be able to utilize the benefits of VT's one plus (1+) and calling card services. Upon choosing VT as their primary interexchange carrier and being entered into VT's billing database, customers will receive the long distance services associated with VT's Dime Club® Program. When VT is not the presubscribed interexchange carrier, Customers can access Dime Club® by dialing 10XXX + 1 + area code (if required) + NXX-XXXX. In order to receive VT's Dime Club® usage rates, however, the Customer must be entered into the VT billing database prior to utilizing this service. Maximum Rates and charges for the services included in VT's Dime Club® Program are set forth in Section 4.33 following. The Dime Club® Program is a long distance telecommunications services package including, up to, the following three services for a single monthly recurring fee (excluding per minute usage charges):

3.28.1 One Plus Service

Customers may access VT's One Plus Service (non-operator assisted, direct dial) associated with the Company's Dime Club® Program via Equal Access FGD circuits and/or other Switched Access Services. Calls are routed over Carriers transmission and switching facilities to any valid NPA-NXX.

3.28.2 Call Direct® Service

Customers may access VT's Call Direct® Service associated with the Company's Dime Club® Program from any non-rotary dialed telephone to a single destination by dialing 1+800+NXX-XXXX, receiving a prompting tone, then dialing a seven (7) digit personal identification number (PIN) assigned by VT. The calls are then routed to the intended destination area code and telephone number (terminating ANI) which is pre-programmed by VT and designated by the Customer.

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3.28 Dime Club® Program, (Cont'd.)

3.28.3 Travel Card Service

Customers may access VT's Travel Card Service associated with the Company's Dime Club® Program from any non-rotary dialed telephone to any other location by dialing 1+800+NXX-XXXX, receiving a prompting tone, then dialing the Customer's PIN, assigned by VT, followed by the area code and telephone number of the called party. Only customers who choose VT as their primary interexchange carrier will be eligible for the Dime Club® Travel Card.

3.28.4 Dime Club® Affinity Edition

The Dime Club® Affinity Edition offers the same features as VT's Dime Club® Program. In addition, for every ten (10) long distance calls a customer makes, excluding directory assistance calls, the Customer will receive another long distance Dime Club® Affinity Edition call for only one (\$0.01) cent. The one cent (\$0.01) calls can be up to ten (10) minutes in duration and can be made anywhere within the United States. The one cent (\$0.01) calls will automatically be assessed by the Company's billing system on the first long distance call that meets the above-noted conditions and are subsequent to the required ten (10) qualifying long distance calls made by the Customer, regardless of the Customer's actual billing cycle. The intrastate rates, terms and conditions for service will be those set forth in Section 4.33 herein.

Calls are rated based on call duration.

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INTEREXCHANGE SERVICES TARIFF

SECTION 3 – VARTEC DESCRIPTION OF SERVICES, (CONT'D.)

3.29 Aspire® Service

VT's Aspire® Service (non-operator assisted, direct dial) is intended for small business customers for calling within the State of Arizona. This program is designed to be sold by agents of VT. Upon choosing VT as their primary interexchange carrier and being entered into VT's billing database, customers will receive the long distance usage rates associated with VT's Aspire® Service. When VT is not the presubscribed interexchange carrier, Customers can access Aspire® by dialing 10XXX + 1 + area code (if required) + NXX-XXXX. In order to receive VT's Aspire® usage rates, however, the Customer must be entered into the VT billing database prior to utilizing this service. Calls are routed over Carrier's transmission and switching facilities to any valid NPA-NXX. Rates and charges for VT's Aspire® Service are set forth in Section 4.23 following.

Calls are rated based on call duration.

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INTEREXCHANGE SERVICES TARIFF

SECTION 3 – VARTEC DESCRIPTION OF SERVICES, (CONT'D.)

3.30 Long Distance Saver Service

The Long Distance Saver Service is intended for use by residential and small business Customers who enroll in the CallManage Program for calling within the state of Arizona. The Long Distance Saver Service is only available to existing Customers who subscribed to the CallManage Program prior to September 15, 2004. Customers of this service will utilize the optional long distance access feature installed in a telephone manufactured and distributed by vendors selected by VT to access its service via Equal Access FGD circuits and/or other Switched Access Services. After enrolling in the CallManage Program, Customers may access the Long Distance Saver Service on a per call basis by utilizing the long distance access feature which automatically accesses VT's network when selected, then the Customer dials 1 + area code (if required) + NXX-XXXX. In order to receive the Long Distance Saver Service rates, the Customer must be entered into CallManage Program billing database for the Long Distance Saver Service prior to utilizing this service. Calls are routed over Carrier's transmission and switching facilities to any valid NPA-NXX in the state of Arizona. Rates and charges for the Long Distance Saver Service are set forth in Section 4.37 following. Calls are rated based on call duration.

Customers of VT's Long Distance Saver Service will be eligible for VT's Frequent Caller Program. For every nine (9) long distance calls that a Customer makes on the Long Distance Saver Service, the Customer will receive another domestic Long Distance Saver Service call for only one cent (\$0.01). The one cent (\$0.01) calls can be up to ten minutes in duration and will not apply toward the count for the next one cent (\$0.01) call. The one cent (\$0.01) calls can be made to any location within the U.S. and will automatically be assessed by Company's billing system on the first long distance call that meets the above-noted conditions subsequent to the required nine (9) long distance calls made by the Customer.

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INTEREXCHANGE SERVICES TARIFF

SECTION 3 – VARTEC DESCRIPTION OF SERVICES, (CONT'D.)

3.30 Long Distance Saver Service, (Cont'd.)

The one cent (\$0.01) calls are assessed in multiples of 10 (i.e., 10, 20, 30, 40, etc.). For example, if a Customer makes twenty-five (25) long distance calls on the Long Distance Saver Service, the Customer will be entitled to a one cent (\$0.01) call on both the tenth and twentieth calls. If either one of those calls exceeds ten (10) minutes or is made to a location outside of the U.S., then the call will be billed at the applicable per minute rate as listed in Section 4.37, and the very next call that satisfies the required conditions, regardless of its numerical standing, will be billed at one cent (\$0.01).

New Customers who are entered into the Call Manage Program billing database by the twentieth day of their initial calendar month of service will be eligible for the Frequent Caller Program immediately; however, new Customers who are not entered into the database until after the twentieth day of their initial calendar month of service will be eligible for the Frequent Caller Program beginning with their second calendar month of service.

3.31 VarTec VoiceSM Services

VarTec VoiceSM Services are intended for residential Customers for calling within the State of Arizona. Customers of VarTec VoiceSM Services will be able to utilize one-plus (1+) long distance service as well as toll-free and travel card services. Billing for the VarTec VoiceSM Services will be rendered directly by VT. In order to receive the usage rates of the VarTec VoiceSM Services, the Customer must be entered into the VT billing database prior to utilizing this service. Rates and charges associated with VarTec VoiceSM Services are set forth in Section 4.38 following. The VarTec VoiceSM Services are long distance telecommunications services including, up to the following:

3.31.1 VarTec VoiceSM Long Distance Service

Customers may access the VarTecSM Voice Long Distance Service via Equal Access FGD circuits and/or other switched access services to make intrastate calls. Calls are routed over carrier's transmission and switching facilities to any valid NPA-NXX. The specific rates and charges associated with the VarTec VoiceSM Long Distance Service are included in Section 4.38.1 following.

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INTEREXCHANGE SERVICES TARIFF

SECTION 3 – VARTEC DESCRIPTION OF SERVICES, (CONT'D.)

3.31 VarTec VoiceSM Services, (Cont'd.)

3.31.2 VarTec VoiceSM Travel Card Service

VarTec VoiceSM Travel Card Service is designed to allow residential Customers to make calls from any non-rotary dialed telephone within Arizona to any other location by dialing 1 + 800 + XXX + XXXX, receiving a prompting tone, then dialing in the Customer's Authorization Code assigned by VT followed by the telephone number of the called party. Rates and charges associated with the VarTec VoiceSM Travel Card Service are set forth in Section 4.38.2 following.

3.31.3 VarTec VoiceSM Call Direct® Service

The VarTec VoiceSM Call Direct® Service permits residential Customers to make calls from any non-rotary dialed telephone within Arizona to any other pre-designated location by dialing 1 + 800 + NXX-XXXX, receiving a prompting tone, then dialing a personal identification number (PIN). The calls are then routed to a single destination (terminating ANI) which is pre-programmed by VT and pre-designated by the Customer. Rates and charges for the VarTec VoiceSM Call Direct® Service are set forth in Section 4.38.3 following.

3.31.4 VarTec VoiceSM Toll Free Service

VarTec VoiceSM Toll Free Service allows Customers to receive inbound intrastate calls from any other calling station within Arizona. Rates and charges associated with the VarTec VoiceSM Toll Free Service are set forth in Section 4.38.4 following.

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INTEREXCHANGE SERVICES TARIFF

SECTION 3 – VARTEC DESCRIPTION OF SERVICES, (CONT'D.)

3.32 VarTec LibertyLineSM Services

VarTec LibertyLineSM Services are intended for business Customers for calling within the State of Arizona. Customers of VarTec LibertyLineSM Services will be able to utilize one-plus (1+) long distance service, toll-free (“800”) service and travel card service. Billing for the VarTec LibertyLineSM Services will be rendered directly by VT. Only those Customers who select VT as their primary interexchange carrier and/or the responsible organization for a particular toll-free telephone number will be eligible to utilize any or all of the long distance telecommunications services associated with VarTec LibertyLineSM Services. Rates and charges associated with

VarTec LibertyLineSM Services are set forth in Section 4.39 following. The VarTec LibertyLineSM Services are long distance telecommunications services including, up to the following:

3.32.1 VarTec LibertyLineSM Long Distance Service

Customers may access the VarTec LibertyLineSM Long Distance Service via Equal Access FGD circuits and/or other switched access services to make intrastate calls. Calls are routed over carrier’s transmission and switching facilities to any valid NPA-NXX. The specific rates and charges associated with the VarTec LibertyLineSM Long Distance Service are included in Section 4.39.1 following.

3.32.2 VarTec LibertyLineSM Travel Card Service

VarTec LibertyLineSM Travel Card Service is designed to allow business Customers to make calls from any non-rotary dialed telephone within Arizona to any other location by dialing 1 + 800 + XXX + XXXX, receiving a prompting tone, then dialing the Customer's Authorization Code assigned by VT followed by the telephone number of the called party. Rates and charges associated with the VarTec LibertyLineSM Travel Card Service are set forth in Section 4.39.2 following.

3.32.3 VarTec LibertyLineSM 800 Service

VarTec LibertyLineSM 800 Service allows business Customers to receive inbound intrastate calls from any other calling station within Arizona. Rates and charges associated with the VarTec LibertyLineSM 800 Service are set forth in Section 4.39.3 following.

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INTEREXCHANGE SERVICES TARIFF

SECTION 3 – VARTEC DESCRIPTION OF SERVICES, (CONT'D.)

3.33 FiveLine[®] Travel Card Service

VT's FiveLine[®] Travel Card Service is designed to allow residential Customers to make calls from any non-rotary dialed telephone within Arizona to any other location by dialing 1 + 800 + XXX + XXXX, receiving a prompting tone, then dialing in the Customer's Authorization Code assigned by VT, followed by the telephone number of the called party. Rates and charges associated with the FiveLine[®] Travel Card Service are set forth in Section 4.40 following.

3.34 FiveLine[®] Call Direct[®] Service

VT's FiveLine[®] Call Direct[®] Service permits Customers to make calls from any non-rotary dialed telephone within Arizona to other locations by dialing 1 + 800 + NXX-XXXX, receiving a prompting tone, then dialing a personal identification number (PIN). The calls are then routed to a single destination (terminating ANI) which is pre-programmed by VT and designated by the Customer. Rates and charges for VT's FiveLine[®] Call Direct[®] Service are set forth in Section 4.41 following. Calls are rated based on call duration.

3.35 5TalkSM Call Direct[®] Service

VT's 5TalkSM Call Direct[®] Service permits Customers to make calls from any non-rotary dialed telephone within Arizona to other locations by dialing 1 + 800 + NXX-XXXX, receiving a prompting tone, then dialing a personal identification number (PIN) assigned by VT. The calls are then routed to a single destination (terminating ANI) which is pre-programmed by VT and designated by the Customer. Rates and charges for VT's 5TalkSM Call Direct[®] Service are set forth in Section 4.42 following. Calls are rated based on call duration.

3.36 5TalkSM Calling Card Service

VT's 5TalkSM Calling Card Service is designed to allow residential Customers to make calls from any non-rotary dialed telephone within Arizona to any other location by dialing 1 + 800 + XXX + XXXX, receiving a prompting tone, then dialing in the Customer's Authorization Code assigned by VT, followed by the telephone number of the called party. Rates and charges associated with the 5TalkSM Calling Card Service are set forth in Section 4.43 following. Calls are rated based on call duration.

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INTEREXCHANGE SERVICES TARIFF

SECTION 3 – VARTEC DESCRIPTION OF SERVICES, (CONT'D.)

3.37 Your DimeLine[®] Service

VT's Your DimeLine[®] Service (non-operator assisted, direct dial) is intended for existing VT Customers for calling within the state of Arizona. Customers access Your DimeLine[®] Service by dialing 1 + (area code when necessary) + NXX-XXXX if they have selected VT as their primary interexchange carrier. When VT is not the presubscribed interexchange carrier, Customers can access Your DimeLine[®] Service by dialing 10-1X-XXX + 1 + area code (if required) + NXX-XXXX. In order to receive VT's Your DimeLine[®] Service usage rates, however, the Customer must be eligible to receive the service based on the above requirements and must be entered into the VT billing database prior to utilizing this service. Calls are routed over Carrier's transmission and switching facilities to any valid NPA-NXX. Rates and charges for VT's Your DimeLine[®] Service are set forth in Section 4.44 following. Calls are rated based on call duration.

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SECTION 3 – VARTEC DESCRIPTION OF SERVICES, (CONT'D.)

3.38 Operator Services

VT's Operator Services are intended for use by residential customers for calling within the State of Arizona from their home telephones. Customers may access Operator Services from their home telephones by dialing 00 to access a live or automated operator if they have selected VT as the primary interLATA interexchange carrier for the calling station, or Customers may dial 10-1X-XXX + 00 to access a live or automated operator when VT is not the presubscribed interexchange carrier for the calling station.

Calls are rated based on operator type (i.e., live or automated), call duration and time of day. Per call surcharges based on calling and billing options also apply.

Chargeable time begins when a network connection is established between the calling station and the called station. Chargeable time ends when either party disconnects the call thereby releasing the network connection.

Chargeable time for collect calls and Person-to-Person calls differs from the definition above and is applied as follows:

For collect calls, chargeable time begins when the called party accepts responsibility for payment of the charges associated with the call. For Person-to-Person calls, chargeable time begins when a network connection is established between the calling party and the requested party.

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SECTION 3 – VARTEC DESCRIPTION OF SERVICES, (CONT'D.)

3.38 Operator Services, (Cont'd.)

3.38.1 Operator Services Calling Options

- A. Operator Station-to-Station - Operator Station-to-Station calls may be placed when a caller requests operator assistance in reaching a telephone number and will speak with any individual at the called station rather than a specified party. Customers may use one of the dialing sequences provided in 3.38 above to access an operator for Operator Station-to-Station calls. The billing options listed in Section 3.38.2 below may be used for Operator Station-to-Station calls.

- B. Person-to-Person - Person-to-Person calls may be placed when the calling party requests operator assistance in reaching a specific person, department, extension, office, etc. at a specified telephone number. The operator dials the destination telephone number and remains on the line until the requested party or other caller-accepted alternative is reached and conversation begins. Customers may use one of the dialing sequences provided in 3.38 above to access an operator for Person-to-Person calls. The billing options listed in Section 3.38.2 below may be used for Person-to-Person calls.

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SECTION 3 – VARTEC DESCRIPTION OF SERVICES, (CONT'D.)

3.38 Operator Services, (Cont'd.)

3.38.2 Operator Services Billing Options

- A. Calling Station Billing - This option applies to Operator Services calls that are billed to the calling station. All charges associated with the call, including per minute charges and surcharges, are billed to the calling station.
- B. Collect Billing - This option applies to Operator Services calls when a party at the called station is contacted by an operator and accepts the call by agreeing to be responsible for all charges, both per minute charges and surcharges, associated with the call. Calls are billed to the party responsible for the called station.
- C. Third Party Billing - This option applies to Operator Services calls that are not billed to the calling or called stations, but instead, the charges, including per minute charges and surcharges, are billed to a third party station.

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SECTION 3 – VARTEC DESCRIPTION OF SERVICES, (CONT'D.)

3.39 5 TalkSM Service

VT's 5 TalkSM Service (non-operator assisted, direct dial) is intended for residential Customers for calling within the State of Arizona. Customers access VT via Equal Access FGD circuits and/or other Switched Access Services. Customers access VT's 5 TalkSM Service by dialing 1 + (area code when necessary) + NXX-XXXX if they have selected VT as their primary interexchange carrier. When VT is not the presubscribed interexchange carrier, Customers can access this service by dialing 1 + area code (if required) + NXX-XXXX. Calls are routed over Carrier's transmission and switching facilities to any valid NPA-NXX. In order to receive 5 TalkSM Service rates, however, the Customer must be entered into the VT billing database prior to utilizing this service.

Rates and charges for VT's 5 TalkSM Service are set forth in Section 42 of VT's Price List following. Maximum rates and charges for VT's 5 TalkSM Service are set forth in Section 4.30. Calls are rated based on call duration.

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INTEREXCHANGE SERVICES TARIFF

SECTION 3 – VARTEC DESCRIPTION OF SERVICES, (CONT'D.)

3.40 3¢/39¢ Service

VT's 3¢/39¢ Service (non-operator assisted, direct dial) is intended for residential Customers for calling within the State of Arizona. Customers access 3¢/39¢ Service by dialing 1 + (area code when necessary) + NXX-XXXX if they have selected VT as their primary interexchange carrier. When VT is not the presubscribed interexchange carrier, Customers can access 3¢/39¢ Service by dialing 10-1X-XXX + 1 + area code (if required) + NXX-XXXX. Calls are routed over Carrier's transmission and switching facilities to any valid NPA-NXX.

Rates and charges for VT's 3¢/39¢ Service are set forth in Section 43 following. Maximum rates and charges for VT's 3¢/39¢ Service are set forth in Section 4.46.

The 3¢/39¢ Service is also marketed as the VarTec Gold and One Choice[®] Gold plans.

Calls are rated based on call duration.

3.41 5 Time[®] Service

5 Time[®] Service (non-operator assisted, direct-dial) is offered to residential Customers for calling within the State of Arizona. Customers access VT via Equal Access FGD circuits and/or other Switched Access Services. Customers can access 5 Time[®] Service by dialing 1 + (area code when necessary) + NXX-XXXX if they have selected VT as their primary interexchange carrier. When VT is not the presubscribed interexchange carrier, Customers can access 5 Time[®] Service by dialing 10-1X-XXX + 1 + area code (if required) + NXX-XXXX. In order to receive 5 Time[®] Service rates, however, the Customer must be entered into the VT billing database prior to utilizing this service.

Rates and charges for VT's 5 Time[®] Service are set forth in Section 44 following. Maximum rates and charges for 5 Time[®] Service are set forth in Section 4.47.

Calls are rated based on duration.

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SECTION 3 – VARTEC DESCRIPTION OF SERVICES, (CONT'D.)

3.42 9TimeSM Service

9TimeSM Service (non-operator assisted, direct-dial) is offered to residential Customers for calling within the State of Arizona. Customers access VT via Equal Access FGD circuits and/or other Switched Access Services. Customers can access 9TimeSM Service by dialing 1 + (area code when necessary) + NXX-XXXX if they have selected VT as their primary interexchange carrier. When VT is not the presubscribed interexchange carrier, Customers can access 9TimeSM Service by dialing 10-1X-XXX + 1 + area code (if required) + NXX-XXXX. In order to receive 9TimeSM Service rates, however, the Customer must be entered into the VT billing database prior to utilizing this service.

Rates and charges for VT's 9TimeSM Service are set forth in Section 45 following. Maximum rates and charges for 9TimeSM Service are set forth in Section 4.48.

Calls are rated based on duration.

3.43 Platinum Plan

VT's Platinum Plan (non-operator assisted, direct dial) is intended for residential Customers for calling within the State of Arizona. Customers access Platinum Plan by dialing 1 + (area code when necessary) + NXX-XXXX if they have selected VT as their primary interexchange carrier. When VT is not the presubscribed interexchange carrier, Customers can access Platinum Plan by dialing 10-1X-XXX + 1 + area code (if required) + NXX-XXXX. In order to receive Platinum Plan rates, however, the Customer must be entered into the VT billing database prior to utilizing this service. Calls are routed over Carrier's transmission and switching facilities to any valid NPA-NXX.

Rates and charges for VT's Platinum Plan are set forth in Section 46 following.

Maximum rates and charges for VT's Platinum Plan are set forth in Section 4.49.

Calls are rated based on call duration.

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SECTION 3 – VARTEC DESCRIPTION OF SERVICES, (CONT'D.)

3.44 One Choice[®] Long Distance Services

VT's One Choice[®] Long Distance Services provide an outbound voice grade communications service for Customers who subscribe to certain One Choice[®] bundled service packages described in VT's SC P.S.C. No. 1 - Local Telecommunications Tariff on file with the Commission. In order to subscribe to One Choice[®] Long Distance Services, Customers must select VT as the primary service provider for local exchange, intraLATA interexchange and interLATA interexchange telecommunications services.

3.44.1 One Choice[®] \$0.05 Plan

VT's One Choice[®] \$0.05 Plan (non-operator assisted, direct dial) is intended for residential Customers for calling within the State of Arizona. Customers access One Choice[®] \$0.05 Plan by dialing 1 + (area code when necessary) + NXX-XXXX. Calls are routed over Carrier's transmission and switching facilities to any valid NPA-NXX. Rates and charges for VT's One Choice[®] \$0.05 Plan are set forth in Section 47 following. Maximum rates and charges for VT's One Choice[®] \$0.05 Plan are set forth in Section 4.50.

Calls are rated based on call duration.

3.44.2 One Choice[®] \$0.03 Plan

VT's One Choice[®] \$0.03 Plan (non-operator assisted, direct dial) is intended for residential Customers for calling within the State of Arizona. Customers access One Choice[®] \$0.03 Plan by dialing 1 + (area code when necessary) + NXX-XXXX. Calls are routed over Carrier's transmission and switching facilities to any valid NPA-NXX. Rates and charges for VT's One Choice[®] \$0.03 Plan are set forth in Section 47 following. Maximum rates and charges for VT's One Choice[®] \$0.03 Plan are set forth in Section 4.50.

Calls are rated based on call duration.

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INTEREXCHANGE SERVICES TARIFF

SECTION 4 – VARTEC MAXIMUM RATE SCHEDULES

4.1 TollSaver® Service - Intrastate/InterLATA

4.1.1 Maximum Rates

MILES	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Each Addition Minute	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute
0-10	\$0.2160	\$0.1170	\$0.1620	\$0.0878	\$0.1296	\$0.0702
11-16	\$0.2250	\$0.1260	\$0.1688	\$0.0945	\$0.1350	\$0.0756
17-22	\$0.2520	\$0.1710	\$0.1728	\$0.1283	\$0.1440	\$0.1026
23-30	\$0.2655	\$0.2160	\$0.1800	\$0.1620	\$0.1485	\$0.1296
31-40	\$0.2700	\$0.2160	\$0.1800	\$0.1620	\$0.1485	\$0.1296
41-55	\$0.2700	\$0.2160	\$0.1800	\$0.1620	\$0.1485	\$0.1296
56-70	\$0.2678	\$0.2295	\$0.1819	\$0.1721	\$0.1496	\$0.1377
71-100	\$0.2720	\$0.2465	\$0.1879	\$0.1849	\$0.1539	\$0.1479
101-124	\$0.2720	\$0.2465	\$0.1879	\$0.1849	\$0.1539	\$0.1479
125-196	\$0.2890	\$0.2720	\$0.2049	\$0.2040	\$0.1641	\$0.1632
197+	\$0.2176	\$0.2048	\$0.1542	\$0.1536	\$0.1235	\$0.1229

4.2 TollSaver® Service - Intrastate/IntraLATA

4.2.1 Maximum Rates

MILES	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Each Addition Minute	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute
0-10	\$0.2160	\$0.1170	\$0.1620	\$0.0878	\$0.1080	\$0.0585
11-16	\$0.2250	\$0.1260	\$0.1688	\$0.0945	\$0.1125	\$0.0630
17-22	\$0.2700	\$0.1710	\$0.2025	\$0.1283	\$0.1350	\$0.0855
23-30	\$0.3060	\$0.2160	\$0.2295	\$0.1620	\$0.1530	\$0.1080
31-40	\$0.3655	\$0.2210	\$0.2741	\$0.1658	\$0.1828	\$0.1105
41-55	\$0.4080	\$0.2550	\$0.3060	\$0.1913	\$0.2040	\$0.1275
56-70	\$0.4250	\$0.2720	\$0.3188	\$0.2040	\$0.2125	\$0.1360
71-100	\$0.4420	\$0.2975	\$0.3315	\$0.2231	\$0.221	\$0.1488
101-124	\$0.4420	\$0.2975	\$0.3315	\$0.2231	\$0.2210	\$0.1438
125-196	\$0.4505	\$0.3145	\$0.3379	\$0.2359	\$0.2253	\$0.1573
197+	.3584	.2496	.2688	.1872	.1792	.1248

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INTEREXCHANGE SERVICES TARIFF

SECTION 4 – VARTEC MAXIMUM RATE SCHEDULES, (CONT'D.)

4.3 Rate Periods

All VT services that are rated based upon time of day are subject to the following rate periods.

Day Period - The Day Period applies to a call originating at a time from 8:00 AM up to, but not including, 5:00 PM local time Monday through Friday.

Evening Period - The Evening Period applies to a call originating at a time from 5:00 PM up to, but not including, 11:00 PM local time Sunday through Friday.

Night/Weekend Period - The Night and Weekend Period applies to a call originating at a time from 11:00 PM up to, but not including, 8:00 AM local time Sunday through Friday. The Night and Weekend Period also applies to a call originating on Sunday from 8:00 AM to, but not including, 5:00 PM local time Sunday and all day Saturday.

Calls initiated during one time period and ending during a different time period will be billed for the usage during each time period at the rates applicable to that time period.

4.4 Holidays

When calls are made on New Year's Day (January 1), Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day (December 25), evening rates are charged unless a lower rate schedule would normally apply.

4.5 Emergency Calls

The customer shall configure its system so that 911 emergency calls, where available, and similar emergency calls will be automatically routed to the appropriate party or clearinghouse without the intervention of VT. 911 calls are not routed by VT but are completed through the local network.

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SECTION 4 – VARTEC MAXIMUM RATE SCHEDULES, (CONT'D.)

4.6 Restoral of Service Charge

In the event service is temporarily suspended for non-payment such service will be restored upon payment of all charges due.

A restoral of service charge will be applicable for each authorization code temporarily suspended. Where service is presubscribed to VT's service a restoral of service charge will be applicable for each line temporarily suspended.

Customers not reestablished within five (5) days from date of suspension will be treated as a new customer and appropriate Nonrecurring Charges and an advance payment will apply.

Rate	
Business	\$50.00
Residence	\$25.00

4.7 Returned Check Charge

When payment in the form of a bank check for services rendered is returned to the carrier, the customer will be assessed a maximum service charge of \$25.00 to cover the cost of handling the check, pursuant to statutory regulations.

4.8 Extra Copies of Bill

Extra copies of a customer's monthly bill will be provided by the Carrier at the rate of \$0.25 per copy, per page, minimum of \$1.00.

4.9 Service Trip Charge

In the event the subscriber or customer reports a service difficulty or trouble report that requires an on premise visit by the Company and the service difficulty or trouble reported is not a result of Company-provided equipment and/or no service difficulty or trouble is found in the Company-provided equipment, a maximum Service Trip Charge of \$100.00 may be charged to the subscriber or customer for the visit by the Company.

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INTEREXCHANGE SERVICES TARIFF

SECTION 4 – VARTEC MAXIMUM RATE SCHEDULES, (CONT'D.)

4.10 Travel Card Service

The following maximum surcharge per call and per minute rates are for Travel Card Services.

Individual Accounts	- Surcharge per call is	\$0.50
	- Per minute rate is	\$0.26
Corporate Accounts	- Surcharge per call is	\$0.30
	- Per minute rate is	\$0.26
Group Accounts	- Surcharge per call is	\$0.00
	- Per minute rate is	\$0.29

4.11 Directory Assistance Service

VT customers will be billed a per call charge for each directory assistance call. The directory assistance charge applies to each call regardless of whether the directory assistance bureau is able to furnish the requested telephone number.

Maximum Per Call Charge \$0.75

4.12 Rounding Fractional Charges

Unless other specified in this Tariff, when the application of the rates set forth in this Section results in a fractional charge for an individual call, the total charge for that particular call will be rounded up to the next higher cent.

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SECTION 4 – VARTEC MAXIMUM RATE SCHEDULES, (CONT'D.)

4.13 Home Direct® Service

Customers of VT will be billed at the following maximum per minute rates:

Day/Evening/Night/Weekend \$0.3000

A monthly recurring service fee of one dollar (\$1.00) may be charged to all Customers of Home Direct Service®. Also, Customer may be charged an account set-up fee of ten dollars (\$10.00).

4.14 Universal Travel Card - Maximum Intrastate Usage Rate

Customers utilizing VT's Universal Travel Card Service will be billed the following maximum intrastate usage rates.

Day/Evening/Night/Weekend \$0.3000

A maximum monthly fee of \$3.90 will be assessed per month if the Universal Travel Card is accessed. A sixty (60) second minimum will apply to each completed call and, thereafter, Customers will be billed in sixty (60) second increments.

As of April 1, 2003, a maximum per call surcharge of \$1.50 will apply to each completed call placed on VT's Universal Travel Card Service.

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SECTION 4 – VARTEC MAXIMUM RATE SCHEDULES, (CONT'D.)

4.18 Business 800SM Service

Customers of VT will be billed at the following maximum per minute rates:

Day	-	\$0.4866
Evening	-	\$0.3796
Night/Weekend	-	\$0.3162

A sixty (60) second minimum will apply to each completed call, and thereafter, Customers shall be billed at six second increments. In those areas where the LEC cannot support sub-minute billing increments, however, such calls will be billed in full minute increments.

Customer will be charged an account set-up fee of ten dollars (\$10.00).

A monthly recurring service fee of five dollars (\$5.00) will be charged to Customers of Business 800SM Service.

Additionally, at customer's request, VT will provide custom routing features (e.g., specific NPA blocking or time of day routing) for an initial set-up fee of thirty dollars (\$30.00) per 800 number plus a three cent (\$0.03) surcharge per call. Customer will be charged an additional fee of thirty dollars (\$30.00) for any subsequent routing modifications.

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SECTION 4 – VARTEC MAXIMUM RATE SCHEDULES, (CONT'D.)

4.19 Dime Works® Service - Maximum Usage Rates

Customers utilizing Dime Works® Service will be billed the following maximum per minute usage rates:

Day/Evening/Night/Weekend	\$0.1500
---------------------------	----------

A maximum per call surcharge of fifteen cents (\$0.1500) will apply to Customers utilizing VT's Dime Works® Service.

Where the LEC can support sub-minute billing increments, a thirty (30) second minimum will apply to each completed call and, thereafter, Customers will be billed in six (6) second increments. In service areas where the LEC cannot support sub-minute billing increments, a sixty (60) second minimum and sixty (60) second increments will apply.

Customers of this service will incur a maximum monthly recurring service fee equal to twenty-two dollars and fifty cents (\$22.50), regardless of the number of lines subscribed to this service, to utilize VT's Dime Works® Service. However, customers having average billables in excess of \$1,000 per month will have this monthly recurring service fee waived by VT.

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4.20 Dime Works® 800 Service - Maximum Usage Rates

Customers utilizing Dime Works® 800 Service will be billed the following maximum intrastate per minute usage rates:

Day/Evening/Night/Weekend	\$0.1500
---------------------------	----------

A maximum per call surcharge of thirty-eight cents (\$0.38) will apply to Customers utilizing VT's Dime Works® 800 Service.

Where the LEC can support sub-minute billing increments, a thirty (30) second minimum will apply to each completed call and, thereafter, Customers will be billed in six (6) second increments. In service areas where the LEC cannot support sub-minute billing increments, a sixty (60) second minimum and sixty (60) second increments will apply.

Customers will incur a maximum monthly recurring service fee of fifteen dollars (\$15.00) per ANI utilizing VT's Dime Works® 800 Service. However, customers having average billables in excess of \$1,000 per month will have this monthly recurring service fee waived by VT.

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4.21 PreferredSM Service

Customers of VT will be billed at the following maximum per minute rates:

Day	-	\$0.4500
Evening/Night/Weekend	-	\$0.4500

A thirty (30) second minimum will apply to each completed call, and thereafter, Customers shall be billed at six second increments. In those areas where the LEC cannot support sub-minute billing increments, however, such calls will be billed in full minute increments.

At Customer's option, VT will also provide the Customer with Account Code Reporting, at a monthly fixed cost of ten dollars (\$10.00) per account, which allows the Customer to analyze its telephone usage by individual caller, telephone instrument, or other criteria, as required by Customer.

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SECTION 4 – VARTEC MAXIMUM RATE SCHEDULES, (CONT'D.)

4.22 TollSaver® II Service Maximum Rates

4.22.1 Intrastate/IntraLATA

MILES	DAY INITIAL MINUTE	DAY EACH ADD'L. MINUTE	EVENING INITIAL MINUTE	EVENING EACH ADD'L. MINUTE	NIGHT/ WEEKEND INITIAL MINUTE	NIGHT/ WEEKEND EACH ADD'L. MINUTE
0-10	\$0.2400	\$0.1300	\$0.1800	\$0.0975	\$0.1200	\$0.0650
35-74	\$0.2500	\$0.1400	\$0.1875	\$0.1050	\$0.1250	\$0.0700
17-22	\$0.3000	\$0.1900	\$0.2250	\$0.1425	\$0.1500	\$0.0950
23-30	\$0.3400	\$0.2400	\$0.2550	\$0.1800	\$0.1700	\$0.1200
31-40	\$0.4300	\$0.2600	\$0.3225	\$0.1950	\$0.2150	\$0.1300
41-55	\$0.4800	\$0.3000	\$0.3600	\$0.2250	\$0.2400	\$0.1500
56-70	\$0.5000	\$0.3200	\$0.3750	\$0.2400	\$0.2500	\$0.1600
71 - 124	\$0.5200	\$0.3500	\$0.3900	\$0.2625	\$0.2600	\$0.1750
125 - 196	\$0.5300	\$0.3700	\$0.3975	\$0.2775	\$0.2650	\$0.1850
197+	\$0.5600	\$0.3900	\$0.4200	\$0.2925	\$0.2800	\$0.1950

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4.22 TollSaver® II Service Maximum Rates, (Cont'd.)

4.22.2 Intrastate/InterLATA

MILES	DAY INITIAL MINUTE	DAY EACH ADD'L. MINUTE	EVENING INITIAL MINUTE	EVENING EACH ADD'L. MINUTE	NIGHT/ WEEKEND INITIAL MINUTE	NIGHT/ WEEKEND EACH ADD'L. MINUTE
0-10	\$0.4140	\$0.2340	\$0.3060	\$0.1755	\$0.2592	\$0.1404
35749	\$0.4320	\$0.2520	\$0.3240	\$0.1890	\$0.2700	\$0.1512
17-22	\$0.4680	\$0.3420	\$0.3330	\$0.2520	\$0.2880	\$0.2052
23-30	\$0.4860	\$0.4140	\$0.3420	\$0.3105	\$0.2970	\$0.2592
31-55	\$0.5220	\$0.4140	\$0.3420	\$0.3105	\$0.2970	\$0.2592
56-70	\$0.5580	\$0.4680	\$0.3780	\$0.3600	\$0.3168	\$0.2916
71 - 124	\$0.5580	\$0.5220	\$0.3870	\$0.387	\$0.3258	\$0.3132
125+	\$0.5760	\$0.5724	\$0.4230	\$0.4230	\$0.3474	\$0.3456

4.22.3 Rounding Fractional Charges

When the application of the rates set forth in this Service result in a fractional charge for an individual call, the total charge for that particular call will be rounded down to the next lower cent.

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4.23 Aspire® Service - Maximum Intrastate Usage Rates

Customers of VT's Aspire® Service will be billed at the following maximum per minute usage rates regardless of mileage and/or time of day:

Day/Evening/Night/Weekend	\$0.2085
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A thirty (30) second minimum will apply to each completed call, and thereafter, Customers shall be billed at six (6) second increments.

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4.24 VarTec Varsity LineSM Service - Intrastate Usage Rates

Customers of VT will be billed at the following maximum per minute usage rates regardless of mileage and/or time of day:

Day/Evening/Night/Weekend - \$0.2250

A maximum monthly recurring service fee of \$2.93 will be charged to all Customers of VarTec Varsity LineSM Service. A sixty (60) second minimum will apply to each completed call, and thereafter, Customers shall be billed at sixty (60) second increments.

4.24.1 VarTec Varsity LineSM Call Home Plan

The VarTec Varsity LineSM Call Home Plan is intended for Customers of VT's College and Alumni Programs which are available through participating colleges and alumni organizations. Customers of the VarTec Varsity LineSM Call Home Plan will receive the same service and rates as the VarTec Varsity LineSM as listed in Sections 3.19 and 4.24; however, Customers of this service will not be eligible to receive the one cent calls described in Section 3.19 and will not be billed the monthly recurring fee listed in Section 4.24.

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4.25 FiveLine® Service - Intrastate Usage Rates

Customers of VT's FiveLine® Service will be billed at the following per minute usage rates regardless of mileage and/or time of day:

Day/Evening/Night/Weekend \$0.075

A ten (10) minute minimum will apply to each completed call, and thereafter, Customers shall be billed at sixty (60) second increments.

4.26 VarTec Signature Series® Services - Maximum Usage Rates

Customers of VarTec Signature Series® Services will be billed the following maximum intrastate per minute usage rates:

4.26.1 VarTec Signature I Service

Customers utilizing VarTec Signature I Service will be billed the following maximum intrastate per minute usage rates:

Day/Night/Evening/Weekend \$0.1643

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

A monthly recurring service fee of \$15.00 will be charged to all Customers of VarTec Signature I Service.

At Customer's option, VT will also provide the Customer with Account Code Reporting, at a monthly fixed cost of ten dollars (\$10.00) per account, which allows the Customer to analyze its telephone usage by individual caller, telephone instrument, or other criteria, as required by Customer.

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4.26 VarTec Signature Series® Services - Maximum Usage Rates

4.26.2 (Reserved for Future Use)

4.26.3 VarTec Signature 800 Service

Customers utilizing VarTec Signature 800 Service will be billed the following maximum intrastate per minute usage rates:

Day/Night/Evening/Weekend	\$0.1493
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A thirty (30) second minimum will apply to each completed call and, thereafter, Customers will be billed in six (6) second increments.

Customers will be charged an account set-up fee of: \$15.00.

A monthly recurring service fee of \$10.00 will be charged to all Customer of VarTec Signature 800 Service.

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4.26 VarTec Signature Series® Services - Maximum Usage Rates, (Cont'd.)

4.26.4 VarTec Signature Travel Service

Customers utilizing VarTec Signature Travel Service will be billed the following maximum intrastate usage rates.

Day/Evening/Night/Weekend \$0.4500

A sixty (60) second minimum will apply to each completed call and, thereafter, Customers will be billed in sixty (60) second increments.

4.26.5 Waiver of Service Fees

Customers of VarTec Signature Series® Services whose average monthly usage exceeds \$1,000.00 will have the monthly recurring service fees associated with VarTec Signature Series® waived.

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4.27 Small Change® Service - Maximum Intrastate Usage Rates

Customers of VT's Small Change® Service will be billed at the following maximum per minute usage rates regardless of mileage and/or time of day:

Day/Evening/Night/Weekend	\$0.1935
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A sixty (60) second minimum will apply to each completed call, and thereafter, Customers shall be billed at sixty (60) second increments.

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4.28 Prepaid Calling Card Service - Intrastate Usage Rates

The following maximum per minute usage rates will apply to all intrastate calls utilizing a VT Prepaid Calling Card regardless of mileage and/or time of day: \$0.50. This service will no longer be promoted and/or sold after September 1, 1998.

4.28.1 Timing of Calls

All calls have a minimum call length of sixty (60) seconds and are billed in sixty (60) second increments.

4.28.2 Enhanced Prepaid Calling Card Service - Intrastate Usage Rate

The following maximum usage rate will apply to all intrastate calls utilizing a VT Enhanced Prepaid Calling Card regardless of mileage and/or time of day:

Day/Evening/Night/Weekend \$0.4166

All calls have a minimum call length of sixty (60) seconds and are billed in sixty (60) second increments.

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4.28 Prepaid Calling Card Service - Intrastate Usage Rates, (Cont'd.)

4.28.3 Prepaid Calling Card Service II - Intrastate Usage Rates

The following usage rates will apply to all intrastate calls utilizing a Prepaid Calling Card Service II regardless of mileage.

Day/Evening/Night/Weekend \$0.1500

All calls will have a minimum call length of sixty (60) seconds and will be billed in sixty (60) second increments thereafter. A one dollar and eighty cent (\$1.80) per call surcharge regardless of time of day and/or day of week will be applied to each call.

4.28.4 New Prepaid Calling Card Service - Intrastate Usage Rates

The New Prepaid Calling Card Service offers the same features of VT's Prepaid Calling Card Service listed in Section 3.23 but with a \$0.375 per minute usage rate regardless of mileage and/or time of day. All calls have a minimum call length of sixty (60) seconds and are billed in sixty (60) second increments.

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4.29 Conference Calling Service

Customers of VT's Conference Calling Service will be billed at the following maximum per minute usage rates for each and every involved party that participates in the conference call:

Day/Evening/Night/Weekend \$0.6000

A sixty (60) second minimum will apply to each completed call and, thereafter, Customers will be billed in sixty (60) second increments.

4.30 5 TalkSM Service Rates - Maximum Intrastate Usage Rates

Customers of VT's 5 TalkSM Service will be billed at the following maximum per minute intrastate rate:

Day/ Evening/ Night/ Weekend \$0.3000

A three (3) minute minimum will apply to each completed call, and thereafter, customers shall be billed in sixty (60) second increments.

A maximum monthly usage fee of \$5.90 will be billed to all Customers of VT's 5 TalkSM Service in each calendar month in which the Customer uses VT's 5 TalkSM Service.

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4.31 DimeLine® Service - Intrastate Usage Rates

Customers of VT's DimeLine® Service will be billed at the following per minute maximum usage rates regardless of mileage and/or time of day:

Day/Evening/Night/Weekend \$0.1500

A three (3) minute minimum will apply to each completed call, and thereafter, Customers shall be billed at sixty (60) second increments.

After the initial month's billing cycle, a maximum monthly recurring service fee of ten dollars (\$10.00) will be charged to all Residential Customers of VT's DimeLine® Service.

Customer's utilizing VT's DimeLine® Service and originating calls from an ANI designated as a business line by the applicable LEC will incur a maximum monthly recurring service fee of thirty dollars (\$30.00).

4.32 New Home Direct® Service - Intrastate Usage Rates

Customers of VT's New Home Direct® Service will be billed at the following per minute usage rates regardless of mileage and/or time of day:

Day/Evening/Night/Weekend \$0.2250

A monthly recurring service fee of two dollars (\$2.00) will be charged to all Customers of New Home Direct® Service. A sixty (60) second minimum will apply to each completed call, and thereafter, Customers shall be billed at sixty (60) second increments.

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4.33 Dime Club® Program - Intrastate Usage Rates

Customers of VT's Dime Club® Program will be billed a maximum monthly recurring service fee of \$9.95. A three (3) minute minimum will apply to each completed call, and thereafter, Customers will be billed at sixty (60) second increments. Customers of VT's Dime Club® Program will be billed the following maximum per minute usage rates:

Day/Evening/Night/Weekend	\$0.1600
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A maximum per call surcharge of \$1.50 will also apply to Customers utilizing VT's Dime Club® Program Travel Card services.

A maximum per call surcharge of \$0.90 will also apply to Customers utilizing VT's Call Direct® services.

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4.34 VarTec RelianTSM Outbound Service - Intrastate Usage Rates

Customers of VarTec RelianTSM Outbound Service will be billed at the following maximum intrastate per minute usage rate regardless of mileage and/or time of day:

Day/Evening/Night/Weekend \$0.07425

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

Customers of this service will be billed directly by VT. In addition, VarTec RelianTSM Outbound Customers must utilize a minimum of 50,000 minutes per month. Customers of this service will be billed a maximum of three cents (\$0.03) per minute for all unutilized minutes.

4.35 VarTec RelianTSM Inbound Service - Intrastate Usage Rates

Customers of VarTec RelianTSM Inbound Service will be billed at the following maximum intrastate per minute usage rate regardless of mileage and/or time of day:

Day/Evening/Night/Weekend \$0.08925

An eighteen (18) second minimum will apply to each completed call, and thereafter, Customers will be billed in six (6) second increments.

Customers of this service will be billed directly by VT. In addition, VarTec RelianTSM Inbound Customers must utilize a minimum of 50,000 minutes per month. Customers of this service will be billed a maximum of three cents (\$0.03) per minute for all unutilized minutes.

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4.36 Dime College Travel Card Service - Intrastate Usage Rates

Customers of VT's Dime College Travel Card Service will be billed at the following per minute rate regardless of mileage and/or time of day:

Day/Evening/Night/Weekend \$0.1500

Customers of the Dime College Travel Card Service will also be billed a per call surcharge of \$1.00. A sixty (60) second minimum will apply to each completed call and, thereafter, Customers will be billed in sixty (60) second increments.

4.37 Long Distance Saver Service - Intrastate Usage Rates

Customers of the Long Distance Saver Service will be billed at the following intrastate usage rates regardless of time of day:

Day/Evening/Night/Weekend \$0.1500

A sixty (60) second minimum will apply to each completed call, and thereafter, Customers shall be billed at sixty (60) second increments.

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4.38 VarTec VoiceSM Services - Intrastate Usage Rates

Customers of VarTec VoiceSM Services will be billed at the following intrastate usage rates:

4.38.1 VarTec VoiceSM Long Distance Service

Customers utilizing the VarTec VoiceSM Long Distance Service will be billed at the following intrastate per minute usage rates:

Day/Night/Evening/Weekend \$0.1050

A sixty (60) second minimum will apply to each completed call and, thereafter, Customers will be billed in sixty (60) second increments.

4.38.2 VarTec VoiceSM Travel Card Service

Customers utilizing VarTec VoiceSM Travel Card Service will be billed at the following intrastate usage rates:

Day/Evening/Night/Weekend \$0.1050

A per call surcharge of \$1.50 will apply to each completed call placed on the VarTec VoiceSM Travel Card Service. In addition, a sixty (60) second minimum will apply to each completed call and, thereafter, Customers will be billed in sixty (60) second increments.

4.38.3 VarTec VoiceSM Call Direct® Service

Customers utilizing VarTec VoiceSM Call Direct® Service will be billed at the following intrastate usage rates:

Day/Night/Evening/Weekend \$0.1050

A monthly recurring fee of \$1.50 will be charged to all Customers of the VarTec VoiceSM Call Direct® Service for each activated PIN. In addition, a sixty (60) second minimum will apply to each completed call and, thereafter, Customers will be billed in sixty (60) second increments.

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4.38 VarTec VoiceSM Services - Intrastate Usage Rates

4.38.4 VarTec VoiceSM Toll Free Service

Customers utilizing VarTec VoiceSM Toll Free Service will be billed at the following intrastate usage rates:

Day/Night/Evening/Weekend	\$0.1100
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A monthly recurring fee of \$1.50 will be charged to all Customers of the VarTec VoiceSM Toll Free Service for each toll-free/800 number utilizing the service. In addition, a sixty (60) second minimum will apply to each completed call, and thereafter, Customers will be billed in sixty (60) second increments.

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4.39 VarTec LibertyLineSM Services - Intrastate Usage Rates

Business Customers of the VarTec LibertyLineSM Services will be billed at the following intrastate usage rates:

4.39.1 VarTec LibertyLineSM Long Distance Service

Customers utilizing the VarTec LibertyLineSM Long Distance Service will be billed at the following intrastate per minute usage rates:

Day/Night/Evening/Weekend \$0.1050

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

4.39.2 VarTec LibertyLineSM Travel Card Service

Customers utilizing VarTec LibertyLineSM Travel Card Service will be billed at the following intrastate usage rates:

Day/Evening/Night/Weekend \$0.1050

A per call surcharge of \$0.53 will apply to each completed call placed on the VarTec LibertyLineSM Travel Card Service. In addition, a sixty (60) second minimum will apply to each completed call and, thereafter, Customers will be billed in sixty (60) second increments.

4.39.3 VarTec LibertyLineSM 800 Service

Customers utilizing VarTec LibertyLineSM 800 Service will be billed at the following intrastate usage rates:

Day/Night/Evening/Weekend \$0.1050

A monthly recurring fee of \$1.50 will be charged to all Customers of the VarTec LibertyLineSM 800 Service for each toll-free/800 number utilizing the service. In addition, a thirty (30) second minimum will apply to each completed call and, thereafter, Customers will be billed in six (6) second increments.

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INTEREXCHANGE SERVICES TARIFF

SECTION 4 – VARTEC MAXIMUM RATE SCHEDULES, (CONT'D.)

4.40 FiveLine[®] Travel Card Service

Customers utilizing VT's FiveLine[®] Travel Card Service will be billed at the following intrastate usage rates regardless of mileage and/or time of day:

Day/Evening/Night/Weekend \$0.0750

A per call surcharge of \$1.50 will apply to each completed call placed on VT's FiveLine[®] Travel Card Service. In addition, a ten (10) minute per call minimum will apply to each completed call, and thereafter, Customers will be billed in sixty (60) second increments.

4.41 FiveLine[®] Call Direct[®] Service - Intrastate Usage Rates

Customers of VT's FiveLine[®] Call Direct[®] Service will be billed at the following per minute usage rates regardless of mileage and/or time of day:

Day/Evening/Night/Weekend \$0.0750

A monthly recurring service fee of \$1.50 per account will be charged to all Customers of FiveLine[®] Call Direct[®] Service. A ten (10) minute per call minimum will apply to each completed call, and thereafter, Customers shall be billed in sixty (60) second increments.

4.42 5TalkSM Call Direct[®] Service - Intrastate Usage Rates

Customers of VT's 5TalkSM Call Direct[®] Service will be billed at the following per minute usage rates regardless of mileage and/or time of day:

Day/Evening/Night/Weekend \$0.225

A three (3) minute per call minimum will apply to each completed call, and thereafter, Customers shall be billed in sixty (60) second increments.

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SECTION 4 – VARTEC MAXIMUM RATE SCHEDULES, (CONT'D.)

4.43 5TalkSM Calling Card Service - Intrastate Usage Rates

Customers utilizing VT's 5TalkSM Calling Card will be billed at the following per minute usage rates regardless of mileage and/or time of day:

Day/Evening/Night/Weekend \$0.225

A per call surcharge of \$1.50 will apply to each completed call placed on VT's 5TalkSM Calling Card. In addition, a three (3) minute per call minimum will apply to each completed call, and thereafter, Customers shall be billed in sixty (60) second increments.

4.44 Your DimeLine[®] Service - Intrastate Usage Rates

Customers of VT's Your DimeLine[®] Service will be billed at the following per minute usage rates regardless of mileage and/or time of day:

Day/Evening/Night/Weekend - \$0.1500

A one (1) minute minimum will apply to each completed call, and thereafter, Customers shall be billed in sixty (60) second increments.

4.45 Alternative Payment Processing Fees

The following fees apply for Customers who make payment for services rendered using alternative payment processing options. Per use charges apply for individual transactions. Customers may elect to enroll in VT's Recurring Payment Plan, whereby the Customer's payment is automatically processed by VT each month through the Customer's selected alternative payment processing option.

	Credit Card Payment	ACH Payment
One-time Payment (per use)	\$0.00	\$0.00
Online Payments (per use)	N/C	N/C
Recurring Payments	N/C	N/C

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SECTION 4 – VARTEC MAXIMUM RATE SCHEDULES, (CONT'D.)

4.46 3¢/39¢ Service - Maximum Intrastate Usage Rates

Customers of VT's 3¢/39¢ Service will be billed at the following maximum per minute usage rate regardless of mileage and/or time of day:

Day/Evening/Night/Weekend \$0.0700

A sixty (60) second minimum will apply to each completed call, and thereafter, Customers will be billed in sixty (60) second increments. A maximum per call surcharge of \$0.80 will apply to each completed call placed on VT's 3¢/39¢ Service.

4.47 5 Time[®] Service - Maximum Intrastate Usage Rates

Customers of VT's 5 Time[®] Service will be billed at the following maximum per minute intrastate rate:

Day/Evening/Night/Weekend \$0.1000

A five (5) minute minimum will apply to each completed call, and thereafter, Customers shall be billed in sixty (60) second increments. A maximum monthly access fee of ten dollars (\$10.00) will be billed to all Customers utilizing this service after the initial month's billing cycle.

4.48 9 TimeSM Service - Maximum Intrastate Usage Rates

Customers of VT's 9 TimeSM Service will be billed at the following maximum per minute intrastate rate:

Day/Evening/Night/Weekend \$0.1800

A sixty (60) second minimum will apply to each completed call, and thereafter, Customers shall be billed in sixty (60) second increments. A maximum monthly access fee of seven dollars and ninety cents (\$7.90) will be billed to all Customers utilizing this service after the initial month's billing cycle.

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INTEREXCHANGE SERVICES TARIFF

SECTION 4 – VARTEC MAXIMUM RATE SCHEDULES, (CONT'D.)

4.49 Platinum Plan - Maximum Intrastate Usage Rates

Customers of VT's Platinum Plan will be billed at the following per minute usage rate regardless of mileage and/or time of day:

Day/Evening/Night/Weekend - \$0.0400

A sixty (60) second minimum will apply to each completed call, and thereafter, Customers will be billed in sixty (60) second increments. A per call surcharge of \$0.98 will apply to each completed call placed on VT's Platinum Plan.

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SECTION 4 – VARTEC MAXIMUM RATE SCHEDULES, (CONT'D.)

4.50 One Choice[®] Long Distance Services - Maximum Intrastate Usage Rates

Residential Customers of VT's One Choice[®] Long Distance Services will be billed at the following intrastate usage rates based on the selected long distance calling plan:

4.50.1 One Choice[®] \$0.05 Plan

Customers of VT's One Choice[®] \$0.05 Plan will be billed at the following per minute usage rate regardless of mileage and/or time of day:

Day/Evening/Night/Weekend - \$0.1000

A sixty (60) second minimum will apply to each completed call, and thereafter, Customers will be billed in sixty (60) second increments.

4.50.2 One Choice[®] \$0.03 Plan

Customers of VT's One Choice[®] \$0.03 Plan will be billed at the following per minute usage rate regardless of mileage and/or time of day:

Day/Evening/Night/Weekend - \$0.0600

A sixty (60) second minimum will apply to each completed call, and thereafter, Customers will be billed in sixty (60) second increments.

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INTEREXCHANGE SERVICES TARIFF

SECTION 5 - CLEAR CHOICE COMMUNICATIONS® DESCRIPTION OF SERVICES

5.1 General

The Carrier endeavors to provide high quality service. Service is available 24 hours per day, 7 days a week, subject to routine maintenance and outages beyond the control of the Carrier. Carrier's switching equipment is designed and engineered to provide high quality transmission of voice and data with a minimum level of impairment such as noise and echo. However, overall quality may vary somewhat due to the variability in quality of the connections provided by the local telephone companies and other interexchange carriers which is beyond the Company's control.

5.1.1 Travel Card Availability

The CCC Travel Card products identified throughout this tariff are only available to existing Customers who subscribed to a Travel Card product prior to July 1, 2004. Customers with active Travel Card accounts as of July 1, 2004 will continue to receive Travel Card service as set forth in this tariff.

5.2 Timing of Calls

5.2.1 Long distance usage charges are based on the actual usage of CCC's network. No charge will apply to incompleting calls, which include "ring busy" and "ring no answer calls", and such incompleting calls will not be knowingly charged to the customer, and if charged in error, will be refundable to the customer. CCC will determine that a call has been established by signal from the local telephone company. Where such signaling is unavailable, CCC will determine that an initiated call has been answered after 30 seconds of ring time. A call is terminated when either party disconnects from the call.

5.2.2 Unless otherwise specified in this tariff, the minimum call duration for billing purposes is 1 minute.

5.2.3 Unless otherwise specified in this tariff, usage is measured and rounded to the higher full minute for billing purposes.

5.2.4 When answer supervision is unavailable and CCC has received a reasonable claim from the end user for a refund of CCC's charges for an uncompleted call, CCC will reimburse the end user for the charges that CCC has billed for that call.

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INTEREXCHANGE SERVICES TARIFF

SECTION 5 - CLEAR CHOICE COMMUNICATIONS® DESCRIPTION OF SERVICES, (CONT'D.)

5.3 Service Area

Calls may be originated from any telephone connected to sub-tending equal access COs or exchanges which are served by the above named LEC tandems; however, service is being offered for termination throughout the entire State of Arizona.

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INTEREXCHANGE SERVICES TARIFF

SECTION 5 - CLEAR CHOICE COMMUNICATIONS® DESCRIPTION OF SERVICES, (CONT'D.)

5.4 Calculation of Distance

5.4.1 Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

5.4.2 The Rate Centers of a call are determined by the area codes and exchanges of the origination and destination points.

5.4.3 The distance between the Rate Center of the origination point and that of the destination point is calculated by using the "V" and "H" coordinates found in AT&T FCC Tariff No. 10, in the following manner:

Step 1 - Obtain the "V" and "H" coordinates for the Rate Centers of the origination point and the destination point.

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

Step 3 - Square the differences obtained in Step 2.

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

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

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Rate Centers.

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INTEREXCHANGE SERVICES TARIFF

SECTION 5 - CLEAR CHOICE COMMUNICATIONS® DESCRIPTION OF SERVICES, (CONT'D.)

5.5 Directory Assistance Service

Directory Assistance Service is provided to assist Customers in obtaining telephone numbers. Customers can access Directory Assistance Service by dialing 1 + area code + 555-1212 if they have selected CCC as their primary interexchange carrier. When CCC is not the presubscribed interexchange carrier, Customers can access Directory Assistance by dialing 10XXX + 1 + area code (if required) + 555-1212. Rates and charges are set forth in Section 6.9 following.

5.6 Basic One Plus Service

CCC's Basic One Plus Service (non-operator assisted, direct dial) is intended for residential and small business Customers for calling within the State of Arizona. Customers access CCC via Equal Access FGD circuits and/or other Switched Access Services. Customers access CCC's Basic One Plus Service by dialing 1 + (area code when necessary) + NXX-XXXX if they have selected CCC as their primary interexchange carrier. When CCC is not the presubscribed interexchange carrier, Customers can access this service by dialing 10XXX + 1 + area code (if required) + NXX-XXXX. Calls are routed over Carrier's transmission and switching facilities to any valid NPA-NXX. Rates and charges for CCC's Basic One Plus Service are set forth in Section 6.10 following. Calls are rated based on mileage, time of day and call duration.

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INTEREXCHANGE SERVICES TARIFF

SECTION 5 - CLEAR CHOICE COMMUNICATIONS® DESCRIPTION OF SERVICES, (CONT'D.)

5.7 Basic Travel Card Service

CCC's Basic Travel Card Service is intended for residential and small business Customers to make calls from any non-rotary dialed telephone within Arizona to any other location within Arizona by dialing 1 + 800 + NXX + XXXX, receiving a prompting tone, then entering the Customer's personal identification number (PIN) assigned by CCC followed by the telephone number of the called party. Customers of this service should have chosen CCC as their primary interexchange carrier. Rates and charges for CCC's Basic Travel Card Service are set forth in Section 6.11 following. Calls are rated based on call duration.

5.8 Basic 800 Select Service

CCC's Basic 800 Select Service permits residential Customers to make calls from any non-rotary dialed telephone within Arizona to other locations within Arizona by dialing 1 + 800 + NXX-XXXX, receiving a prompting tone, then entering a personal identification number (PIN) assigned by CCC. The call is then routed to a single destination (terminating ANI) which is pre-programmed by CCC and designated by the Customer. Rates and charges for CCC's Basic Travel Card Service are set forth in Section 6.12 following. Calls are rated based on call duration.

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INTEREXCHANGE SERVICES TARIFF

SECTION 5 - CLEAR CHOICE COMMUNICATIONS® DESCRIPTION OF SERVICES, (CONT'D.)

5.9 Operator Services

CCC's Operator Services are intended for use by residential customers for calling within the State of Arizona from their home telephones. Customers may access Operator Services from their home telephones by dialing 00 to access a live or automated operator if they have selected CCC as the primary interLATA interexchange carrier for the calling station, or Customers may dial 10-1X-XXX + 00 to access a live or automated operator when CCC is not the presubscribed interexchange carrier for the calling station.

Calls are rated based on operator type (i.e., live or automated), call duration and time of day. Per call surcharges based on calling and billing options also apply.

Chargeable time begins when a network connection is established between the calling station and the called station. Chargeable time ends when either party disconnects the call thereby releasing the network connection.

Chargeable time for collect calls and Person-to-Person calls differs from the definition above and is applied as follows:

For collect calls, chargeable time begins when the called party accepts responsibility for payment of the charges associated with the call. For Person-to-Person calls, chargeable time begins when a network connection is established between the calling party and the requested party.

Rates and charges for CCC's Operator Services are set forth in Sections and 6.14 and 7 following.

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INTEREXCHANGE SERVICES TARIFF

SECTION 5 - CLEAR CHOICE COMMUNICATIONS® DESCRIPTION OF SERVICES, (CONT'D.)

5.9 Operator Services, (Cont'd.)

5.9.1 Operator Services Calling Options

- A. Operator Station-to-Station - Operator Station-to-Station calls may be placed when a caller requests operator assistance in reaching a telephone number and will speak with any individual at the called station rather than a specified party. Customers may use one of the dialing sequences provided in 5.9 above to access an operator for Operator Station-to-Station calls. The billing options listed in Section 5.9.2 below may be used for Operator Station-to-Station calls.
- B. Person-to-Person - Person-to-Person calls may be placed when the calling party requests operator assistance in reaching a specific person, department, extension, office, etc. at a specified telephone number. The operator dials the destination telephone number and remains on the line until the requested party or other caller-accepted alternative is reached and conversation begins. Customers may use one of the dialing sequences provided in 5.9 above to access an operator for Person-to-Person calls. The billing options listed in Section 5.9.2 below may be used for Person-to-Person calls.

5.9.2 Operator Services Billing Options

- A. Calling Station Billing - This option applies to Operator Services calls that are billed to the calling station. All charges associated with the call, including per minute charges and surcharges, are billed to the calling station.
- B. Collect Billing - This option applies to Operator Services calls when a party at the called station is contacted by an operator and accepts the call by agreeing to be responsible for all charges, both per minute charges and surcharges, associated with the call. Calls are billed to the party responsible for the called station.
- C. Third Party Billing - This option applies to Operator Services calls that are not billed to the calling or called stations, but instead, the charges, including per minute charges and surcharges, are billed to a third party station.

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INTEREXCHANGE SERVICES TARIFF

SECTION 6 -CLEAR CHOICE COMMUNICATIONS® MAXIMUM RATE SCHEDULES

6.1 Rate Periods

All CCC services that are rated based upon time of day are subject to the following rate periods.

Day Period - The Day Period applies to a call originating at a time from 8:00 AM up to, but not including, 5:00 PM local time Monday through Friday.

Evening Period - The Evening Period applies to a call originating at a time from 5:00 PM up to, but not including, 11:00 PM local time Sunday through Friday.

Night/Weekend Period - The Night and Weekend Period applies to a call originating at a time from 11:00 PM up to, but not including, 8:00 AM local time Sunday through Friday. The Night and Weekend Period also applies to a call originating on Sunday from 8:00 AM to, but not including, 5:00 PM local time Sunday and all day Saturday.

Calls initiated during one time period and ending during a different time period will be billed for the usage during each time period at the rates applicable to that time period.

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INTEREXCHANGE SERVICES TARIFF

SECTION 6 -CLEAR CHOICE COMMUNICATIONS® MAXIMUM RATE SCHEDULES, (CONT'D.)

6.2 Holidays

When calls are made on New Year's Day (January 1), Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day (December 25), evening rates are charged unless a lower rate schedule would normally apply.

6.3 Emergency Calls

The customer shall configure its system so that 911 emergency calls, where available, and similar emergency calls will be automatically routed to the appropriate party or clearinghouse without the intervention of CCC. 911 calls are not routed by CCC but are completed through the local network.

6.4 Restoral of Service Charge

In the event service is temporarily suspended for non-payment such service will be restored upon payment of all charges due.

A restoral of service charge will be applicable for each authorization code temporarily suspended. Where service is presubscribed to CCC's service a restoral of service charge will be applicable for each line temporarily suspended.

Customers not reestablished within five (5) days from date of suspension will be treated as a new customer and appropriate Nonrecurring Charges and an advance payment will apply.

Rate	
Business	\$50.00
Residence	\$25.00

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INTEREXCHANGE SERVICES TARIFF

SECTION 6 - CLEAR CHOICE COMMUNICATIONS® MAXIMUM RATE SCHEDULES, (CONT'D.)

6.5 Returned Check Charge

When payment in the form of a bank check for services rendered is returned to the carrier, the customer will be assessed a maximum service charge of \$25.00 to cover the cost of handling the check, pursuant to statutory regulations.

6.6 Extra Copies of Bill

Extra copies of a customer's monthly bill will be provided by the Carrier at the rate of \$0.25 per copy, per page, minimum of \$1.00.

6.7 Service Trip Charge

In the event the subscriber or customer reports a service difficulty or trouble report that requires an on premise visit by the Company and the service difficulty or trouble reported is not a result of Company-provided equipment and/or no service difficulty or trouble is found in the Company-provided equipment, a maximum Service Trip Charge of \$100.00 may be charged to the subscriber or customer for the visit by the Company.

6.8 Rounding Fractional Charges

Unless other specified in this Tariff, when the application of the rates set forth in this Section results in a fractional charge for an individual call, the total charge for that particular call will be rounded up to the next higher cent.

6.9 Directory Assistance Service

CCC Customers will be billed a per call charge of \$0.95 for each intrastate directory assistance call. The directory assistance charge applies to each call regardless of whether the directory assistance bureau is able to furnish the requested telephone number.

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SECTION 6 -CLEAR CHOICE COMMUNICATIONS® MAXIMUM RATE SCHEDULES, (CONT'D.)

6.10 Basic One Plus Service - Usage Rates

6.10.1 Intrastate/IntraLATA

MILEAGE	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL MINUTE	EACH ADDIT'L MINUTE	INITIAL MINUTE	EACH ADDIT'L MINUTE	INITIAL MINUTE	EACH ADDIT'L MINUTE
0 - 10	\$0.3450	\$0.1950	\$0.2550	\$0.1463	\$0.1650	\$0.0975
11 - 16	\$0.3600	\$0.2100	\$0.2663	\$0.1575	\$0.1725	\$0.1050
17 - 22	\$0.4350	\$0.2850	\$0.3225	\$0.2138	\$0.2100	\$0.1425
23 - 30	\$0.4950	\$0.3600	\$0.3675	\$0.2700	\$0.2400	\$0.1800
31 - 40	\$0.6300	\$0.3900	\$0.4688	\$0.2925	\$0.3075	\$0.1950
41 - 55	\$0.7050	\$0.4500	\$0.5250	\$0.3375	\$0.3450	\$0.2250
56 - 70	\$0.7350	\$0.4800	\$0.5475	\$0.3600	\$0.3600	\$0.2400
71 - 124	\$0.7650	\$0.5250	\$0.5700	\$0.3938	\$0.3750	\$0.2625
125 - 196	\$0.7800	\$0.5550	\$0.5813	\$0.4163	\$0.3825	\$0.2775
197 +	\$0.8250	\$0.5850	\$0.6150	\$0.4388	\$0.4050	\$0.2925

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SECTION 6 -CLEAR CHOICE COMMUNICATIONS® MAXIMUM RATE SCHEDULES, (CONT'D.)

6.10 Basic One Plus Service - Usage Rates, (Cont'd.)

6.10.2 Intrastate/InterLATA

MILEAGE	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL MINUTE	EACH ADDIT'L MINUTE	INITIAL MINUTE	EACH ADDIT'L MINUTE	INITIAL MINUTE	EACH ADDIT'L MINUTE
0 - 10	\$0.2100	\$0.1931	\$0.1950	\$0.1425	\$0.1650	\$0.1158
11 - 16	\$0.2400	\$0.2079	\$0.1950	\$0.1350	\$0.1800	\$0.1188
17 - 22	\$0.2700	\$0.2820	\$0.2100	\$0.2079	\$0.1800	\$0.1664
23 - 30	\$0.3000	\$0.3267	\$0.2100	\$0.2376	\$0.1950	\$0.2100
31 - 40	\$0.3150	\$0.3413	\$0.2250	\$0.2525	\$0.1950	\$0.2100
41 - 55	\$0.3150	\$0.3413	\$0.2250	\$0.2525	\$0.1950	\$0.2100
56 - 70	\$0.3450	\$0.3713	\$0.2400	\$0.2673	\$0.2100	\$0.2376
71 - 124	\$0.3750	\$0.401	\$0.2550	\$0.2822	\$0.2400	\$0.2561
125 - 196	\$0.3900	\$0.4158	\$0.3000	\$0.3267	\$0.2400	\$0.2673
197 +	\$0.3900	\$0.4158	\$0.3000	\$0.3267	\$0.2400	\$0.2673

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SECTION 6 -CLEAR CHOICE COMMUNICATIONS® MAXIMUM RATE SCHEDULES, (CONT'D.)

6.11 Basic Travel Card Service

Customers of CCC's Basic Travel Card Service will be billed at the following per minute rate:

Day/Evening/Night/Weekend - \$0.4350

A sixty (60) second minimum will apply to each completed call, and thereafter, Customers shall be billed in sixty second increments.

6.12 Basic 800 Select Service

Customers of CCC will be billed at the following per minute rate:

Day/Evening/Night/Weekend - \$0.3750

A sixty (60) second minimum will apply to each completed call, and thereafter, Customers shall be billed in sixty second increments. A monthly recurring service fee of one dollar (\$1.00) may be charged to all Customers of CCC's Basic 800 Select Service.

6.13 Late Payment Fee

If any portion of a Customer's payment is not received by the Company two business days prior to the next billing cycle, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, a late payment fee shall be due to the Company.

Late payment fees do not apply to the disputed portion of unpaid balances, if resolved in favor of the Customer. Any disputed portion of unpaid balances, if resolved in favor of the Company, may be subject to the late payment fee as of the original due date noted on the Customer's bill. Undisputed amounts of the same bill may be subject to the late payment fee if they remain unpaid by the due date noted on the Customer's bill.

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SECTION 6 -CLEAR CHOICE COMMUNICATIONS® MAXIMUM RATE SCHEDULES, (CONT'D.)

6.14 5 TalkSM Service - Maximum Intrastate Usage Rates

Customers of CCC's 5 TalkSM Service will be billed at the following maximum per minute intrastate rate:

Day/ Evening/ Night/ Weekend	\$0.30
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A three (3) minute minimum will apply to each completed call, and thereafter, customers shall be billed in sixty (60) second increments.

A maximum monthly usage fee of \$5.90 will be billed to all existing Customers of CCC's 5 TalkSM Service. The maximum monthly usage fee will be billed in each calendar month in which the Customer uses CCC's 5 TalkSM Service.

6.15 FiveLine® Service - Maximum Intrastate Usage Rates

Customers of CCC's FiveLine® Service will be billed at the following maximum per minute usage rates regardless of mileage and/or time of day:

Day/Evening/Night/Weekend	\$0.10
---------------------------	--------

A ten (10) minute minimum will apply to each completed call, and thereafter, Customers shall be billed at sixty (60) second increments.

A maximum monthly usage fee of \$5.90 will be billed to all Customers of CCC's FiveLine® Service in each calendar month in which the Customer uses CCC's FiveLine® Service.

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SECTION 6 -CLEAR CHOICE COMMUNICATIONS® MAXIMUM RATE SCHEDULES, (CONT'D.)

6.16 New 10 TimeSM Service - Maximum Intrastate Usage Rates

Customers of CCC's New 10SM Time Service will be billed at the following maximum per minute intrastate rate:

Day/ Evening/ Night/ Weekend \$0.2000

A three (3) minute minimum will apply to each completed call, and thereafter, customers shall be billed in sixty (60) second increments.

A maximum monthly usage fee of \$3.90 will be billed to all Customers of CCC's New 10 TimeSM Service in each calendar month in which the Customer uses CCC's New 10 TimeSM Service.

6.17 12 TalkSM Service - Maximum Intrastate Usage Rates

Customers of CCC's 12 TalkSM Service will be billed at the following maximum per minute intrastate rate:

Day/ Evening/ Night/ Weekend \$0.2400

A sixty (60) second minimum will apply to each completed call, and thereafter, Customers shall be billed in sixty (60) second increments.

6.18 10 TimeSM Service - Maximum Intrastate Usage Rates

Customers of CCC's 10 TimeSM Service will be billed at the following maximum per minute intrastate rate:

Day/ Evening/ Night/ Weekend \$0.2000

A three (3) minute minimum will apply to each completed call, and thereafter, Customers shall be billed in sixty (60) second increments. A maximum monthly access fee of ten dollars (\$10.00) will be billed to all Customers utilizing this service after the initial month's billing cycle.

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INTEREXCHANGE SERVICES TARIFF

SECTION 6 -CLEAR CHOICE COMMUNICATIONS® MAXIMUM RATE SCHEDULES, (CONT'D.)

6.22 Capital 800 Service - Maximum Intrastate Usage Rates

Customers of this service will be billed at the following maximum per minute rate:

Day/Evening/Night/Weekend	\$0.3000
---------------------------	----------

A sixty (60) second minimum will apply to each completed call, and thereafter, Customers shall be billed in sixty (60) second increments. A maximum monthly recurring service fee of two dollars (\$2.00) may be charged to all Customers of CCC's Capital 800 Service.

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INTEREXCHANGE SERVICES TARIFF

VARTEC PRICING LIST

1. TollSaver® Service - Intrastate Usage Rates

1.1 Intrastate/IntraLATA

MILEAGE	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL MINUTE	EACH ADDIT'L MINUTE	INITIAL MINUTE	EACH ADDIT'L MINUTE	INITIAL MINUTE	EACH ADDIT'L MINUTE
0 - 10	\$0.2160	\$0.1170	\$0.1620	\$0.08780	\$0.1080	\$0.0585
11 - 16	\$0.2250	\$0.1260	\$0.1688	\$0.0945	\$0.1125	\$0.0630
17 - 22	\$0.2700	\$0.1710	\$0.2025	\$0.1283	\$0.1350	\$0.0855
23 - 30	\$0.3060	\$0.2160	\$0.2295	\$0.1620	\$0.1530	\$0.1080
31 - 40	\$0.3655	\$0.2210	\$0.2741	\$0.1658	\$0.1828	\$0.1105
41 - 55	\$0.4080	\$0.2550	\$0.3060	\$0.1913	\$0.2040	\$0.1275
56 - 70	\$0.4250	\$0.2720	\$0.3188	\$0.2040	\$0.2125	\$0.1360
71 - 100	\$0.4420	\$0.2975	\$0.3315	\$0.2231	\$0.2210	\$0.1488
101 - 124	\$0.4420	\$0.2975	\$0.3315	\$0.2231	\$0.2210	\$0.1488
125 - 196	\$0.4505	\$0.3145	\$0.3379	\$0.2359	\$0.2253	\$0.1573
197 +	\$0.3584	\$0.2496	\$0.2688	\$0.1872	\$0.1792	\$0.1248

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INTEREXCHANGE SERVICES TARIFF

VARTEC PRICING LIST, (CONT'D.)

1. TollSaver® Service - Intrastate Usage Rates, (Cont'd.)

1.2 Intrastate/InterLATA

MILEAGE	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL MINUTE	EACH ADDIT'L MINUTE	INITIAL MINUTE	EACH ADDIT'L MINUTE	INITIAL MINUTE	EACH ADDIT'L MINUTE
0 - 10	\$0.1440	\$0.1170	\$0.1350	\$0.0900	\$0.1170	\$0.0720
11 - 16	\$0.1620	\$0.1260	\$0.1350	\$0.0900	\$0.1260	\$0.0720
17 - 22	\$0.1800	\$0.1710	\$0.1440	\$0.126	\$0.1260	\$0.1080
23 - 30	\$0.1980	\$0.198 0	\$0.1440	\$0.1440	\$0.1350	\$0.1350
31 - 40	\$0.2070	\$0.2070	\$0.1530	\$0.1530	\$0.1350	\$0.1350
41 - 55	\$0.2070	\$0.2070	\$0.1530	\$0.1530	\$0.1350	\$0.1350
56 - 70	\$0.2125	\$0.2125	\$0.1530	\$0.1530	\$0.1360	\$0.1360
71 - 124	\$0.2295	\$0.2295	\$0.1615	\$0.1615	\$0.1530	\$0.1530
125 - 196	\$0.2380	\$0.2380	\$0.1870	\$0.1870	\$0.1530	\$0.1530
197 +	\$0.1792	\$0.1792	\$0.1408	\$0.1408	\$0.1152	\$0.1152

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INTEREXCHANGE SERVICES TARIFF

VARTEC PRICING LIST, (CONT'D.)

3. Restoral of Service Charge
- | | |
|-----------|---------|
| Business | \$50.00 |
| Residence | \$25.00 |
4. Returned Check Charge
- \$25.00 Per Returned Charge
5. Extra Copies of Bill
- \$0.25 per copy, per page, minimum of \$1.00.
6. Service Trip Charge
- \$50.00 per trip
7. Travel Card Service
- | | |
|-----------------------------------------|--------|
| Individual Accounts, Per minute rate is | \$0.25 |
| Corporate Accounts, Per minute rate is | \$0.25 |
| Group Accounts, Per minute rate is | \$0.29 |
8. Directory Assistance Service
- \$0.75 per call
9. Home Direct[®] Service
- Customers of VT will be billed at the following per minute rates:
- | | | |
|---------------------------|---|--------|
| Day/Evening/Night/Weekend | - | \$0.19 |
|---------------------------|---|--------|

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INTEREXCHANGE SERVICES TARIFF

VARTEC PRICING LIST, (CONT'D.)

10 Universal Travel Card

Customers utilizing VT's Universal Travel Card Service will be billed the following intrastate usage rates.

Day/Evening/Night/Weekend \$0.1900

Customers of VT's Universal Travel Card Service will incur a monthly recurring service fee of \$1.95. A sixty (60) second minimum will apply to each completed call, and thereafter, Customers will be billed in sixty (60) second increments.

As of April 1, 2003, a per call surcharge of \$0.7500 will apply to each completed call placed on VT's Universal Travel Card Service.

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INTEREXCHANGE SERVICES TARIFF

VARTEC PRICING LIST, (CONT'D.)

11. VarTec RelianTSM Outbound Service - Intrastate Usage Rates

Customers of VarTec RelianTSM Outbound Service will be billed at the following intrastate per minute usage rate regardless of mileage and/or time of day:

Day/Evening/Night/Weekend \$0.0495

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

Customers of this service will be billed directly by VT. In addition, VarTec RelianTSM Outbound Customers must utilize a minimum of 50,000 minutes per month. Customers of this service will be billed two cents (\$0.02) per minute for all unutilized minutes.

12. VarTec RelianTSM Inbound Service - Intrastate Usage Rates

Customers of VarTec RelianTSM Inbound Service will be billed at the following intrastate per minute usage rate regardless of mileage and/or time of day:

Day/Evening/Night/Weekend \$0.0595

An eighteen (18) second minimum will apply to each completed call, and thereafter, Customers will be billed in six (6) second increments.

Customers of this service will be billed directly by VT. In addition, VarTec RelianTSM Inbound Customers must utilize a minimum of 50,000 minutes per month. Customers of this service will be billed two cents (\$0.02) per minute for all unutilized minutes.

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INTEREXCHANGE SERVICES TARIFF

VARTEC PRICING LIST, (CONT'D.)

13. Payphone Use Charge

A \$0.50 per call charge is applicable to calls that originate from any payphone within South Carolina and access VT's services via an 800 number (e.g., Business 800SM, Travel Card, Prepaid Calling Card Service or Home Direct® calls). The Payphone Use Charge is in addition to the tariffed per minute usage rates and any applicable monthly service fees and surcharges associated with utilizing VT's service and is unrelated to the specific VT service accessed from the payphone.

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INTEREXCHANGE SERVICES TARIFF

VARTEC PRICING LIST, (CONT'D.)

14. Business 800SM Service - Intrastate Usage Rates

Customers of VT will be billed at the following per minute rates:

Day	\$0.1795
Evening	\$0.1495
Night/Weekend	\$0.1395

60 second minimum, 6 second increment billing (where LEC can support)

60 second minimum, 60 second increment billing (where LEC offers only full minute billing)

\$5.00 monthly fee

Custom Routing features are available at following rates:

\$30.00 initial set-up fee per 800 number plus a \$0.03 surcharge per call

\$30.00 one time fee for subsequent routing modifications

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INTEREXCHANGE SERVICES TARIFF

VARTEC PRICING LIST, (CONT'D.)

15. Dime Works® Service - Intrastate Usage Rates

Customers utilizing Dime Works® Service will be billed the following intrastate per minute usage rates:

Day/Evening/Night/Weekend \$0.1000

A per call surcharge of ten cents (\$0.10) will apply to Customers utilizing VT's Dime Works® Service.

Where the LEC can support sub-minute billing increments, a thirty (30) second minimum will apply to each completed call and, thereafter, Customers will be billed in six (6) second increments. In service areas where the LEC cannot support sub-minute billing increments, a sixty (60) second minimum and sixty (60) second increments will apply.

Customers of this service will incur a monthly recurring service fee equal to fifteen dollars (\$15.00), regardless of the number of lines subscribed to this service, to utilize VT's Dime Works® Service. However, customers having average billables in excess of \$1,000 per month will have this monthly recurring service fee waived by VT.

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VARTEC PRICING LIST, (CONT'D.)

16. Dime Works® 800 Service

Customers utilizing Dime Works® 800 Service will be billed the following intrastate per minute usage rates:

Day/Evening/Night/Weekend	\$0.1000
---------------------------	----------

A per call surcharge of twenty-five cents (\$0.25) will apply to Customers utilizing VT's Dime Works® 800 Service.

Where the LEC can support sub-minute billing increments, a thirty (30) second minimum will apply to each completed call and, thereafter, Customers will be billed in six (6) second increments. In service areas where the LEC cannot support sub-minute billing increments, a sixty (60) second minimum and sixty (60) second increments will apply.

Customers will incur a monthly recurring service fee of ten dollars (\$10.00) per ANI utilizing VT's Dime Works® 800 Service. However, customers having average billables in excess of \$1,000 per month will have this monthly recurring service fee waived by VT.

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INTEREXCHANGE SERVICES TARIFF

VARTEC PRICING LIST, (CONT'D.)

17. PreferredSM Service

Customers of VT will be billed at the following per minute rates:

Day	-	\$0.1890
Evening/Night/Weekend	-	\$0.1690

30 second minimum, 6 second increment billing (where LEC can support)

\$10.00 monthly account code reporting (optional)

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INTEREXCHANGE SERVICES TARIFF

VARTEC PRICING LIST, (CONT'D.)

18. TollSaver® II Service - Intrastate Usage Rates

18.1 Intrastate/IntraLATA

MILEAGE	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL MINUTE	EACH ADDIT'L MINUTE	INITIAL MINUTE	EACH ADDIT'L MINUTE	INITIAL MINUTE	EACH ADDIT'L MINUTE
0 - 10	\$0.2300	\$0.1300	\$0.1700	\$0.09750	\$0.1100	\$0.0650
11 - 16	\$0.2400	\$0.1400	\$0.1775	\$0.1050	\$0.1150	\$0.0700
17 - 22	\$0.2900	\$0.1900	\$0.2150	\$0.1425	\$0.1400	\$0.0950
23 - 30	\$0.3300	\$0.2400	\$0.2450	\$0.1800	\$0.1600	\$0.1200
31 - 40	\$0.4200	\$0.2600	\$0.3125	\$0.1950	\$0.2050	\$0.1300
41 - 55	\$0.4700	\$0.3000	\$0.350	\$0.2250	\$0.2300	\$0.1500
56 - 70	\$0.4900	\$0.3200	\$0.3650	\$0.2400	\$0.2400	\$0.1600
71 - 100	\$0.5100	\$0.3500	\$0.3800	\$0.2625	\$0.2500	\$0.1750
101 - 124	\$0.5100	\$0.3500	\$0.3800	\$0.2625	\$0.2500	\$0.1750
125 - 196	\$0.5200	\$0.3700	\$0.3875	\$0.2775	\$0.2550	\$0.1850
197 +	\$0.5500	\$0.3900	\$0.4100	\$0.2925	\$0.2700	\$0.1950

Fractional charges are rounded down.

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INTEREXCHANGE SERVICES TARIFF

VARTEC PRICING LIST, (CONT'D.)

18. TollSaver® II Service - Intrastate Usage Rates

18.2 Intrastate/InterLATA

MILEAGE	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL MINUTE	EACH ADDIT'L MINUTE	INITIAL MINUTE	EACH ADDIT'L MINUTE	INITIAL MINUTE	EACH ADDIT'L MINUTE
0 - 10	\$0.1400	\$0.1287	\$0.1300	\$0.0950	\$0.1100	\$0.0772
11 - 16	\$0.1600	\$0.1386	\$0.1300	\$0.0900	\$0.1200	\$0.0792
17 - 22	\$0.1800	\$0.1880	\$0.1400	\$0.1386	\$0.1200	\$0.1109
23 - 30	\$0.2000	\$0.2178	\$0.1400	\$0.1584	\$0.1300	\$0.1400
31 - 40	\$0.2100	\$0.2275	\$0.1500	\$0.1683	\$0.1300	\$0.1400
41 - 55	\$0.2100	\$0.2275	\$0.1500	\$0.1683	\$0.1300	\$0.1400
56 - 70	\$0.2300	\$0.2475	\$0.1600	\$0.1782	\$0.1400	\$0.1584
71 - 124	\$0.2500	\$0.2673	\$0.1700	\$0.1881	\$0.1600	\$0.1707
125 - 196	\$0.2600	\$0.2772	\$0.2000	\$0.2178	\$0.1600	\$0.1782
197 +	\$0.2600	\$0.2772	\$0.2000	\$0.2178	\$0.1600	\$0.1782

Fractional charges are rounded down.

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INTEREXCHANGE SERVICES TARIFF

VARTEC PRICING LIST, (CONT'D.)

19. Aspire® Service - Intrastate Usage Rates

Customers of VT's Aspire® Service will be billed at the following per minute usage rates regardless of mileage and/or time of day:

Day/Evening/Night/Weekend	\$0.1295
---------------------------	----------

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

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INTEREXCHANGE SERVICES TARIFF

VARTEC PRICING LIST, (CONT'D.)

20. VarTec Varsity LineSM Service - Intrastate Usage Rates

Customers of VT will be billed at the following per minute usage rates regardless of mileage and/or time of day:

Day/Evening/Night/Weekend - \$0.1500

A monthly recurring service fee of \$1.95 will be charged to all Customers of VarTec Varsity LineSM Service. A sixty (60) second minimum will apply to each completed call, and thereafter, Customers shall be billed at sixty (60) second increments.

20.1 VarTec Varsity LineSM Call Home Plan

The VarTec Varsity LineSM Call Home Plan is intended for Customers of VT's College and Alumni Programs which are available through participating colleges and alumni organizations. Customers of the VarTec Varsity LineSM Call Home Plan will receive the same service and rates as the VarTec Varsity LineSM as listed in Sections 3.19 and 4.24 as well as Part 20 of Pricing List; however, Customers of this service will not be eligible to receive the one cent calls described in Section 3.19 and will not be billed the monthly recurring fee listed in Section 4.24 and Part 20 of Pricing List.

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INTEREXCHANGE SERVICES TARIFF

VARTEC PRICING LIST, (CONT'D.)

21. CallManage Service - Intrastate Usage Rates

Customers of the CallManage Service will be billed at the following per minute intrastate usage rates:

Day/Evening/Night/Weekend \$0.1000

A sixty (60) second minimum will apply to each completed call, and thereafter, Customers shall be billed at sixty (60) second increments.

22. VarTec Signature Series® Services - Intrastate Usage Rates

Customers of VarTec Signature Series® Services will be billed the following intrastate per minute usage rates:

22.1 VarTec Signature I Service

Customers utilizing VarTec Signature I Service will be billed the following intrastate per minute usage rates:

Day/Night/Evening/Weekend - \$0.1095

30 second minimum, 6 second increment billing (where LEC can support)

Account Code Reporting - \$10.00

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VARTEC PRICING LIST, (CONT'D.)

22. VarTec Signature Series® Services - Intrastate Usage Rates, (Cont'd.)

22.2 (Reserved for Future Use)

22.3 VarTec Signature 800 Service

Customers utilizing VarTec Signature 800 Service will be billed the following intrastate per minute usage rates:

Day/Night/Evening/Weekend \$0.0995

30 second minimum, 6 second increments (where LEC can support)

Monthly recurring service fee of \$1.95

22.4 VarTec Signature Travel Service

Customers utilizing VarTec Signature Travel Service will be billed the following intrastate usage rates.

Day/Evening/Night/Weekend \$0.2500

60 second minimum, 60 second increment billing.

22.5 Waiver of Service Fees

Customers of VarTec Signature Series® Services whose average monthly usage exceeds \$1,000.00 will have the monthly recurring service fees associated with VarTec Signature Series® waived.

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INTEREXCHANGE SERVICES TARIFF

VARTEC PRICING LIST, (CONT'D.)

23. Small Change® Service

Customers of VT's Small Change® Service will be billed at the following per minute usage rates regardless of mileage and/or time of day:

Day/Evening/Night/Weekend \$0.1200

A sixty (60) second minimum will apply to each completed call, and thereafter, Customers shall be billed at sixty (60) second increments.

24. Prepaid Calling Card Service - Intrastate Usage Rates

Per minute intrastate usage rates regardless of mileage and/or time of day: \$0.40. 60 second minimum, 60 second increment billing. This service will no longer be promoted and/or sold after September 1, 1998.

24.1 Enhanced Prepaid Calling Card Service - Intrastate Usage Rate

The following usage rate will apply to all intrastate calls utilizing a VT Enhanced Prepaid Calling Card regardless of mileage and/or time of day:

Day/Evening/Night/Weekend \$0.3333

All calls have a minimum call length of sixty (60) seconds and are billed in sixty (60) second increments.

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VARTEC PRICING LIST, (CONT'D.)

24. Prepaid Calling Card Service - Intrastate Usage Rates, (Cont'd.)

24.2 Prepaid Calling Card Service II - Intrastate Usage Rates

The following usage rates will apply to all intrastate calls utilizing a Prepaid Calling Card Service II regardless of mileage.

Day/Evening/Night/Weekend \$0.1000

All calls will have a minimum call length of sixty (60) seconds and will be billed in sixty (60) second increments thereafter. A ninety cent (\$0.90) per call surcharge regardless of time of day and/or day of week will be applied to each call.

24.3 New Prepaid Calling Card Service - Intrastate Usage Rates

The New Prepaid Calling Card Service offers the same features of VT's Prepaid Calling Card Service listed in Section 3.23 but with a \$0.25 per minute usage rate regardless of mileage and/or time of day. All calls have a minimum call length of sixty (60) seconds and are billed in sixty (60) second increments.

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VARTEC PRICING LIST, (CONT'D.)

25. Conference Calling Service

Customers of VT's Conference Calling Service will be billed at the following per minute usage rates for each and every involved party that participates in the conference call:

Day/Evening/Night/Weekend \$0.4000

A sixty (60) second minimum will apply to each completed call and, thereafter, Customers will be billed in sixty (60) second increments.

26. Late Payment Fee

The late payment fee shall be the portion of the payment not received two business days prior to the next billing cycle, multiplied by 1.5%.

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INTEREXCHANGE SERVICES TARIFF

VARTEC PRICING LIST, (CONT'D.)

27. DimeLine® Service - Intrastate Usage Rates

Customers of VT's DimeLine® Service will be billed at the following per minute usage rates regardless of mileage and/or time of day:

Day/Evening/Night/Weekend	\$0.1000
---------------------------	----------

The first DimeLine® call that a Customer makes to any location within the United States which is ten (10) minutes or less in duration will be billed at five cents (\$0.05) per minute regardless of mileage and/or time of day. Thereafter, every other (i.e., alternating) call made to any location within the United States which is ten (10) minutes or less in duration will be billed at five cents (\$0.05) per minute regardless of mileage and/or time of day. Thus, assuming a Customer makes an even number of calls that are ten (10) minutes or less in duration to locations within the United States during a billing cycle, fifty percent (50%) of those calls would be billed at five cents (\$0.05) per minute. Calls to Directory Assistance do not qualify for the five cent (\$0.05) per minute rate. This rate will apply to current and future Customers.

A three (3) minute minimum will apply to each completed call, and thereafter, Customers shall be billed at sixty (60) second increments.

After the initial month's billing cycle, a monthly recurring service fee of five dollars (\$5.00) will be charged to all Residential Customers of VT's DimeLine® Service.

Customer's utilizing VT's DimeLine® Service and originating calls from an ANI designated as a business line by the applicable LEC will incur a monthly recurring service fee of fifteen dollars (\$15.00).

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VARTEC PRICING LIST, (CONT'D.)

28. FiveLine® Service - Intrastate Usage Rates

Customers of VT's FiveLine® Service will be billed at the following per minute usage rates regardless of mileage and/or time of day:

Day/Evening/Night/Weekend	\$0.0500
---------------------------	----------

A ten (10) minute minimum will apply to each completed call, and thereafter, Customers shall be billed at sixty (60) second increments.

As of February 3, 2003, Customers will pay a monthly usage fee as described in the Customer's designated interstate rate plan. The applicable monthly usage fee will apply to either interstate or intrastate toll usage and can be found on the Company's website at www.vartec.net or by calling the Company's Customer Care Center at (800) 583-8811.

The monthly usage fee is waived for all Customers of VT's bundled local exchange services listed in the Company's Local Exchange Services Tariff.

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VARTEC PRICING LIST, (CONT'D.)

29. Dime Club® Program - Intrastate Usage Rates

Customers of VT's Dime Club® Program will be billed a monthly recurring service fee of \$4.95. A three (3) minute minimum will apply to each completed call, and thereafter, Customers shall be billed at sixty (60) second increments. Customers of VT's Dime Club® Program will be billed the following per minute usage rates:

Day/Evening/Night/Weekend	\$0.1000
---------------------------	----------

The first Dime Club® One Plus call that a Customer makes to any location within the United States which is ten (10) minutes or less in duration will be billed at five cents (\$0.05) per minute regardless of mileage and/or time of day. Thereafter, every other (i.e., alternating) One Plus call made to any location within the United States which is ten (10) minutes or less in duration will be billed at five cents (\$0.05) per minute regardless of mileage and/or time of day. Thus, assuming a Customer makes an even number of One Plus calls that are ten (10) minutes or less in duration to locations within the United States during a billing cycle, fifty percent (50%) of those calls would be billed at five cents (\$0.05) per minute. Calls to Directory Assistance do not qualify for the five cent (\$0.05) per minute rate. This rate will apply to current and future Customers.

A per call surcharge of \$0.7500 and a one (1) minute minimum will also apply to Customers utilizing VT's Dime Club® Program Travel Card services.

A per call surcharge of \$0.50 will apply to Customers utilizing VT's Dime Club® Program Call Direct services.

A one (1) minute minimum will apply to each completed call on the Dime Club® Call Direct® and Travel Card services, and thereafter, customers of both services shall be billed at sixty (60) second increments.

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INTEREXCHANGE SERVICES TARIFF

VARTEC PRICING LIST, (CONT'D.)

30. New DimeLine® Service - Intrastate Usage Rates

Customers of VT's New DimeLine® Service will be billed at the following per minute usage rates regardless of mileage and/or time of day:

Day/Evening/Night/Weekend \$0.1000

A three (3) minute minimum will apply to each completed call, and thereafter, Customers shall be billed at sixty (60) second increments.

interstate rate plan. The applicable monthly usage fee will apply to either interstate or intrastate toll usage and can be found on the Company's website at www.vartec.net or by calling the Company's Customer Care Center at (800) 583-8811.

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INTEREXCHANGE SERVICES TARIFF

VARTEC PRICING LIST, (CONT'D.)

31. New Home Direct® Service - Intrastate Usage Rates

Customers of VT's New Home Direct® Service will be billed at the following per minute usage rates regardless of mileage and/or time of day:

Day/Evening/Night/Weekend \$0.1500

A monthly recurring service fee of one dollar (\$1.00) will be charged to all Customers of New Home Direct® Service. A sixty (60) second minimum will apply to each completed call, and thereafter, Customers shall be billed at sixty (60) second increments.

32. Dime College Travel Card Service - Intrastate Usage Rates

Customers of VT's Dime College Travel Card Service will be billed at the following per minute rate regardless of mileage and/or time of day:

Day/Evening/Night/Weekend \$0.1000

Customers of the Dime College Travel Card Service will also be billed a per call surcharge of \$0.50. A sixty (60) second minimum will apply to each completed call and, thereafter, Customers will be billed in sixty (60) second increments.

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INTEREXCHANGE SERVICES TARIFF

VARTEC PRICING LIST, (CONT'D.)

33. Long Distance Saver Service - Intrastate Usage Rates

Customers of the Long Distance Saver Service will be billed at the following intrastate usage rates regardless of time of day:

Day/Evening/Night/Weekend \$0.1000

A sixty (60) second minimum will apply to each completed call, and thereafter, Customers shall be billed at sixty (60) second increments.

34. VarTec VoiceSM Services - Intrastate Usage Rates

Customers of VarTec VoiceSM Services will be billed at the following intrastate usage rates:

34.1 VarTec VoiceSM Long Distance Service

Customers utilizing the VarTec VoiceSM Long Distance Service will be billed at the following intrastate per minute usage rates:

Day/Night/Evening/Weekend \$0.0700

A sixty (60) second minimum will apply to each completed call and, thereafter, Customers will be billed in sixty (60) second increments.

As of February 3, 2003, Customers will pay a monthly usage fee as described in the Customer's designated interstate rate plan. The applicable monthly usage fee will apply to either interstate or intrastate toll usage and can be found on the Company's website at www.vartec.net or by calling the Company's Customer Care Center at (800) 583-8811. The monthly usage fee is waived for all Customers of VT's bundled local exchange services listed in the Company's Local Exchange Services Tariff.

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INTEREXCHANGE SERVICES TARIFF

VARTEC PRICING LIST, (CONT'D.)

34. VarTec VoiceSM Services - Intrastate Usage Rates, (Cont'd.)

34.2 VarTec VoiceSM Travel Card Service

Customers utilizing VarTec VoiceSM Travel Card Service will be billed at the following intrastate usage rates:

Day/Evening/Night/Weekend \$0.0700

A per call surcharge of \$0.75 will apply to each completed call placed on the VarTec VoiceSM Travel Card Service. In addition, a sixty (60) second minimum will apply to each completed call and, thereafter, Customers will be billed in sixty (60) second increments

34.3 VarTec VoiceSM Call Direct® Service

Customers utilizing VarTec VoiceSM Call Direct® Service will be billed at the following intrastate usage rates:

Day/Night/Evening/Weekend \$0.0700

A monthly recurring fee of \$1.00 will be charged to all Customers of the VarTec VoiceSM Call Direct® Service for each activated PIN. In addition, a sixty (60) second minimum will apply to each completed call and, thereafter, Customers will be billed in sixty (60) second increments.

34.4 VarTec VoiceSM Toll Free Service

Customers utilizing VarTec VoiceSM Toll Free Service will be billed at the following intrastate usage rates:

Day/Night/Evening/Weekend \$0.0700

A monthly recurring fee of \$1.00 will be charged to all Customers of the VarTec VoiceSM Toll Free Service for each toll-free/800 number utilizing the service. In addition, a sixty (60) second minimum will apply to each completed call, and thereafter, Customers will be billed in sixty (60) second increments.

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INTEREXCHANGE SERVICES TARIFF

VARTEC PRICING LIST, (CONT'D.)

35. VarTec LibertyLineSM Services - Intrastate Usage Rates

Business Customers of the VarTec LibertyLineSM Services will be billed at the following intrastate usage rates:

35.1 VarTec LibertyLineSM Long Distance Service

Customers utilizing the VarTec LibertyLineSM Long Distance Service will be billed at the following intrastate per minute usage rates:

~~Day/Night~~/Evening/Weekend \$0.0700

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

35.2 VarTec LibertyLineSM Travel Card Service

Customers utilizing VarTec LibertyLineSM Travel Card Service will be billed at the following intrastate usage rates:

Day/Evening/Night/Weekend \$0.0700

A per call surcharge of \$0.35 will apply to each completed call placed on the VarTec LibertyLineSM Travel Card Service. In addition, a sixty (60) second minimum will apply to each completed call and, thereafter, Customers will be billed in sixty (60) second increments.

35.3 VarTec LibertyLineSM 800 Service

Customers utilizing VarTec LibertyLineSM 800 Service will be billed at the following intrastate usage rates:

Day/Night/Evening/Weekend \$0.0700

A monthly recurring fee of \$1.00 will be charged to all Customers of the VarTec LibertyLineSM 800 Service for each toll-free/800 number utilizing the service. In addition, a thirty (30) second minimum will apply to each completed call and, thereafter, Customers will be billed in six (6) second increments.

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INTEREXCHANGE SERVICES TARIFF

VARTEC PRICING LIST, (CONT'D.)

36. FiveLine[®] Travel Card Service

Customers utilizing VT's FiveLine[®] Travel Card Service will be billed at the following intrastate usage rates regardless of mileage and/or time of day:

Day/Evening/Night/Weekend \$0.0500

A per call surcharge of \$0.75 will apply to each completed call placed on VT's FiveLine[®] Travel Card Service. In addition, a ten (10) minute per call minimum will apply to each completed call, and thereafter, Customers will be billed in sixty (60) second increments.

37. FiveLine[®] Call Direct[®] Service - Intrastate Usage Rates

Customers of VT's FiveLine[®] Call Direct[®] Service will be billed at the following per minute usage rates regardless of mileage and/or time of day:

Day/Evening/Night/Weekend \$0.0500

A monthly recurring service fee of \$1.00 per account will be charged to all Customers of FiveLine[®] Call Direct[®] Service. A ten (10) minute per call minimum will apply to each completed call, and thereafter, Customers shall be billed in sixty (60) second increments.

38. 5TalkSM Call Direct[®] Service - Intrastate Usage Rates

Customers of VT's 5TalkSM Call Direct[®] Service will be billed at the following per minute usage rates regardless of mileage and/or time of day:

Day/Evening/Night/Weekend \$0.1500

A three (3) minute per call minimum will apply to each completed call, and thereafter, Customers shall be billed in sixty (60) second increments.

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INTEREXCHANGE SERVICES TARIFF

VARTEC PRICING LIST, (CONT'D.)

39. 5TalkSM Calling Card Service - Intrastate Usage Rates

Customers utilizing VT's 5TalkSM Calling Card will be billed at the following per minute usage rates regardless of mileage and/or time of day:

Day/Evening/Night/Weekend \$0.1500

A per call surcharge of \$0.75 will apply to each completed call placed on VT's 5TalkSM Calling Card. In addition, a three (3) minute per call minimum will apply to each completed call, and thereafter, Customers shall be billed in sixty (60) second increments.

40. Alternative Payment Processing Fees

	Credit Card Payment	ACH Payment
One-time Payment (per use)	\$0.00	\$0.00
Online Payments (per use)	N/C	N/C
Recurring Payments	N/C	N/C

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INTEREXCHANGE SERVICES TARIFF

VARTEC PRICING LIST, (CONT'D.)

41. Operator Services - Rates and Charges

41.1 Per Minute Rates

Customers of VT's Operator Services will be billed at the following intrastate per minute rates regardless of mileage:

Operator Type	PER MINUTE RATES					
	Day		Evening		Night	
	Initial Minute	Additional Minutes	Initial Minute	Additional Minutes	Initial Minute	Additional Minutes
Automated Operator	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35
Live Operator	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35

A sixty (60) second minimum will apply to each completed call, and thereafter, calls will be billed in sixty (60) second increments.

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INTEREXCHANGE SERVICES TARIFF

VARTEC PRICING LIST, (CONT'D.)

41. Operator Services - Rates and Charges, (Cont'd.)

41.2 Per Call Surcharges

In addition to the above per minute rates, Customers of VT's Operator Services will be billed the following per call surcharges based on the selected calling and billing options:

Calling Option	Per Call Surcharge
Operator Station-to-Station Sent Paid	\$3.45
Operator Station-to-Station Sent Collect	\$3.45
Operator Station-to-Station Third Number Billed	\$3.45
Operator Station-to-Station Calling Card	\$3.45
Person-to-Person Sent Paid	\$9.95
Person-to-Person Sent Collect	\$9.95
Person-to-Person Third Number Billed	\$9.95
Person-to-Person Calling Card	\$9.95

One or more surcharges will apply to all Operator Services calls which use any one or a combination of these calling and billing options.

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INTEREXCHANGE SERVICES TARIFF

VARTEC PRICING LIST, (CONT'D.)

42. 5 TalkSM Service Rates - Intrastate Usage Rates

Customers of VT's 5 TalkSM Service will be billed at the following per minute intrastate rate:

Day/ Evening/ Night/ Weekend	\$0.1500
------------------------------	----------

A three (3) minute minimum will apply to each completed call, and thereafter, customers shall be billed in sixty (60) second increments.

A monthly usage fee of \$2.95 will be billed to all Customers of VT's 5 TalkSM Service in each calendar month in which the Customer uses VT's 5 TalkSM Service.

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INTEREXCHANGE SERVICES TARIFF

VARTEC PRICING LIST, (CONT'D.)

43. 3¢/39¢ Service - Intrastate Usage Rates

Customers of VT's 3¢/39¢ Service will be billed at the following per minute usage rate regardless of mileage and/or time of day:

Day/Evening/Night/Weekend	\$0.0300
---------------------------	----------

A sixty (60) second minimum will apply to each completed call, and thereafter, Customers will be billed in sixty (60) second increments. A per call surcharge of \$0.39 will apply to each completed call placed on VT's 3¢/39¢ Service.

44. 5 Time[®] Service - Intrastate Usage Rates

Customers of VT's 5 Time[®] Service will be billed at the following per minute intrastate rate:

Day/Evening/Night/Weekend	\$0.0500
---------------------------	----------

A five (5) minute minimum will apply to each completed call, and thereafter, Customers shall be billed in sixty (60) second increments. A monthly access fee of five dollars (\$5.00) will be billed to all Customers utilizing this service after the initial month's billing cycle.

45. 9 TimeSM Service - Intrastate Usage Rates

Customers of VT's 9 TimeSM Service will be billed at the following per minute intrastate rate:

Day/Evening/Night/Weekend	\$0.0900
---------------------------	----------

A sixty (60) second minimum will apply to each completed call, and thereafter, Customers shall be billed in sixty (60) second increments. A monthly access fee of three dollars and ninety-five cents (\$3.95) will be billed to all Customers utilizing this service after the initial month's billing cycle.

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INTEREXCHANGE SERVICES TARIFF

VARTEC PRICING LIST, (CONT'D.)

46. Platinum Plan - Intrastate Usage Rates

Customers of VT's Platinum Plan will be billed at the following per minute usage rate regardless of mileage and/or time of day:

Day/Evening/Night/Weekend	-	\$0.0200
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A sixty (60) second minimum will apply to each completed call, and thereafter, Customers will be billed in sixty (60) second increments. A per call surcharge of \$0.49 will apply to each completed call placed on VT's Platinum Plan.

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VARTEC PRICING LIST, (CONT'D.)

47. One Choice[®] Long Distance Services - Intrastate Usage Rates

Residential Customers of VT's One Choice[®] Long Distance Services will be billed at the following intrastate usage rates based on the selected long distance calling plan:

47.1 One Choice[®] \$0.05 Plan

Customers of VT's One Choice[®] \$0.05 Plan will be billed at the following per minute usage rate regardless of mileage and/or time of day:

Day/Evening/Night/Weekend - \$0.0500

A sixty (60) second minimum will apply to each completed call, and thereafter, Customers will be billed in sixty (60) second increments.

47.2 One Choice[®] \$0.03 Plan

Customers of VT's One Choice[®] \$0.03 Plan will be billed at the following per minute usage rate regardless of mileage and/or time of day:

Day/Evening/Night/Weekend - \$0.0300

A sixty (60) second minimum will apply to each completed call, and thereafter, Customers will be billed in sixty (60) second increments.

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INTEREXCHANGE SERVICES TARIFF

CLEAR CHOICE COMMUNICATIONS® PRICING LIST

1. Directory Assistance Service

CCC Customers will be billed a per call charge of \$0.65 for each intrastate directory assistance call. The directory assistance charge applies to each call regardless of whether the directory assistance bureau is able to furnish the requested telephone number.

2. Basic One Plus Service - Usage Rates

2.1 Intrastate/IntraLATA

MILEAGE	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL MINUTE	EACH ADDIT'L MINUTE	INITIAL MINUTE	EACH ADDIT'L MINUTE	INITIAL MINUTE	EACH ADDIT'L MINUTE
0 - 10	\$0.2300	\$0.1300	\$0.1700	\$0.0975	\$0.1100	\$0.0650
11 - 16	\$0.2400	\$0.1400	\$0.1775	\$0.1050	\$0.1150	\$0.0700
17 - 22	\$0.2900	\$0.1900	\$0.2150	\$0.1425	\$0.1400	\$0.0950
23 - 30	\$0.3300	\$0.2400	\$0.2450	\$0.1800	\$0.1600	\$0.1200
31 - 40	\$0.4200	\$0.2600	\$0.3125	\$0.1950	\$0.2050	\$0.1300
41 - 55	\$0.4700	\$0.3000	\$0.3500	\$0.2250	\$0.2300	\$0.1500
56 - 70	\$0.4900	\$0.3200	\$0.3650	\$0.2400	\$0.2400	\$0.1600
71 - 124	\$0.5100	\$0.3500	\$0.3800	\$0.2625	\$0.2500	\$0.1750
125 - 196	\$0.5200	\$0.3700	\$0.3875	\$0.2775	\$0.2550	\$0.1850
197 +	\$0.5500	\$0.3900	\$0.4100	\$0.2925	\$0.2700	\$0.1950

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INTEREXCHANGE SERVICES TARIFF

CLEAR CHOICE COMMUNICATIONS® PRICING LIST, (CONT'D.)

2. Basic One Plus Service - Usage Rates, (Cont'd.)

2.2 Intrastate/InterLATA

MILEAGE	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL MINUTE	EACH ADDIT'L MINUTE	INITIAL MINUTE	EACH ADDIT'L MINUTE	INITIAL MINUTE	EACH ADDIT'L MINUTE
0 - 10	\$0.1400	\$0.1287	\$0.1300	\$0.0950	\$0.1100	\$0.0772
11 - 16	\$0.1600	\$0.1386	\$0.1300	\$0.0900	\$0.1200	\$0.0792
17 - 22	\$0.1800	\$0.1880	\$0.1400	\$0.1386	\$0.1200	\$0.1109
23 - 30	\$0.2000	\$0.2178	\$0.1400	\$0.1584	\$0.1300	\$0.1400
31 - 55	\$0.2100	\$0.2275	\$0.1500	\$0.1683	\$0.1300	\$0.1400
56 - 70	\$0.2300	\$0.2475	\$0.1600	\$0.1782	\$0.1400	\$0.1584
71 - 124	\$0.2500	\$0.2673	\$0.1700	\$0.1881	\$0.1600	\$0.1707
125+	\$0.2600	\$0.2772	\$0.2000	\$0.2178	\$0.1600	\$0.1782

3. Basic Travel Card Service

Customers of CCC's Basic Travel Card Service will be billed at the following per minute rate:

Day/Evening/Night/Weekend \$0.2900

A sixty (60) second minimum will apply to each completed call, and thereafter, Customers shall be billed in sixty second increments.

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INTEREXCHANGE SERVICES TARIFF

CLEAR CHOICE COMMUNICATIONS® PRICING LIST, (CONT'D.)

4. Basic 800 Select Service

Customers of CCC will be billed at the following per minute rate:

Day/Evening/Night/Weekend \$0.2500

A sixty (60) second minimum will apply to each completed call, and thereafter, Customers shall be billed in sixty second increments. A monthly recurring service fee of one dollar (\$1.00) may be charged to all Customers of CCC's Basic 800 Select Service.

5. Payphone Use Charge

A \$0.50 per call charge is applicable to calls that originate from any payphone within South Carolina and access CCC's services via an 800 number (e.g., Basic 800 Select and Basic Travel Card calls). This charge is in addition to the tariffed per minute usage rates and any applicable monthly service fees and surcharges associated with utilizing CCC's service and is unrelated to the specific CCC service accessed from the payphone.

6. Late Payment Fee

The late payment fee shall be the portion of the payment not received two business days prior to the next billing cycle, multiplied by 1.5%.

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CLEAR CHOICE COMMUNICATIONS® PRICING LIST, (CONT'D.)

7. Operator Services - Rates and Charges

7.1 Per Minute Rates

Customers of CCC's Operator Services will be billed at the following intrastate per minute rates regardless of mileage:

Operator Type	PER MINUTE RATES					
	Day		Evening		Night	
	Initial Minute	Additional Minutes	Initial Minute	Additional Minutes	Initial Minute	Additional Minutes
Automated Operator	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35
Live Operator	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35

A sixty (60) second minimum will apply to each completed call, and thereafter, calls will be billed in sixty (60) second increments.

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CLEAR CHOICE COMMUNICATIONS® PRICING LIST, (CONT'D.)

7. Operator Services - Rates and Charges, (Cont'd.)

7.2 Per Call Surcharges

In addition to the above per minute rates, Customers of CCC's Operator Services will be billed the following per call surcharges based on the selected calling and billing options:

Calling Option	Per Call Surcharge
Operator Station-to-Station Sent Paid	\$3.45
Operator Station-to-Station Sent Collect	\$3.45
Operator Station-to-Station Third Number Billed	\$3.45
Operator Station-to-Station Calling Card	\$3.45
Person-to-Person Sent Paid	\$9.95
Person-to-Person Sent Collect	\$9.95
Person-to-Person Third Number Billed	\$9.95
Person-to-Person Calling Card	\$9.95

One or more surcharges will apply to all Operator Services calls which use any one or a combination of these calling and billing options.

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CLEAR CHOICE COMMUNICATIONS® PRICING LIST, (CONT'D.)

8. TalkSM Service

CCC's 5 TalkSM Service (non-operator assisted, direct dial) is intended for residential and small business Customers for calling within the State of Arizona. Customers access CCC via Equal Access FGD circuits and/or other Switched Access Services. Customers access CCC's 5 TalkSM Service by dialing 1 + (area code when necessary) + NXX-XXXX if they have selected CCC as their primary interexchange carrier. When CCC is not the presubscribed interexchange carrier, Customers can access this service by dialing 10XXX + 1 + area code (if required) + NXX-XXXX. Calls are routed over Carrier's transmission and switching facilities to any valid NPA-NXX. In order to receive 5 TalkSM Service rates, however, the Customer must be entered into the CCC billing database prior to utilizing this service.

Rates and charges for CCC's 5 TalkSM Service are set forth in Section 8.1 following. Calls are rated based on call duration.

8.1 5TalkSM Service Rates

Customers of CCC's 5 TalkSM Service will be billed at the following per minute intrastate rate:

Day/ Evening/ Night/ Weekend - \$0.15

A three (3) minute minimum will apply to each completed call, and thereafter, customers shall be billed in sixty (60) second increments.

As of February 3, 2003, a monthly usage fee of \$2.95 will be billed to all existing Customers of CCC's 5 TalkSM Service, and all new Customers as of this date will be billed the monthly usage fee of \$2.95 after the initial two (2) calendar months from their first use of the service (e.g., if a new Customer uses the 5 TalkSM Service for the first time on March 16, 2003, the first monthly usage fee would be assessed for May 2003 usage). The monthly usage fee will be billed in each calendar month in which the Customer uses CCC's 5 TalkSM Service.

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CLEAR CHOICE COMMUNICATIONS® PRICING LIST, (CONT'D.)

9. FiveLine® Service

CCC's FiveLine® Service (non-operator assisted, direct dial) is intended for residential Customers for calling within the State of Arizona. Customers access FiveLine® Service by dialing 1 + (area code when necessary) + NXX-XXXX if they have selected CCC as their primary interexchange carrier. When CCC is not the presubscribed interexchange carrier, Customers can access FiveLine® Service by dialing 101XXXX + 1 + area code (if required) + NXX-XXXX. In order to receive CCC's FiveLine® Service usage rates, however, the Customer must be entered into the CCC billing database prior to utilizing this service. Calls are routed over Carrier's transmission and switching facilities to any valid NPA-NXX.

Rates and charges for CCC's FiveLine® Service are set forth in Section 9.1 following:

9.1 FiveLine® Service - Intrastate Usage Rates

Customers of CCC's FiveLine® Service will be billed at the following per minute usage rates regardless of mileage and/or time of day:

Day/Evening/Night/Weekend	\$0.0500
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A ten (10) minute minimum will apply to each completed call, and thereafter, Customers shall be billed at sixty (60) second increments.

A monthly usage fee of \$2.95 will be billed to all Customers of CCC's FiveLine® Service in each calendar month in which the Customer uses CCC's FiveLine® Service.

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CLEAR CHOICE COMMUNICATIONS® PRICING LIST, (CONT'D.)

10. New 10 TimeSM Service

CCC's New 10 TimeSM Service (non-operator assisted, direct dial) is intended for residential and small business Customers for calling within the State of Arizona. Customers access CCC via Equal Access FGD circuits and/or other Switched Access Services. Customers access CCC's New 10 TimeSM Service by dialing 1 + (area code when necessary) + NXX-XXXX if they have selected CCC as their primary interexchange carrier. When CCC is not the presubscribed interexchange carrier, Customers can access this service by dialing 101XXXX + 1 + area code (if required) + NXX-XXXX. Calls are routed over Carrier's transmission and switching facilities to any valid NPA-NXX. In order to receive New 10 TimeSM Service rates, however, the Customer must be entered into the CCC billing database prior to utilizing this service.

Rates and charges for CCC's New 10 TimeSM Service are set forth in Section 10.1 following:

10.1 New 10 TimeSM Service Rates

Customers of CCC's New 10SM Time Service will be billed at the following per minute intrastate rate:

Day/ Evening/ Night/ Weekend - \$0:10

A three (3) minute minimum will apply to each completed call, and thereafter, customers shall be billed in sixty (60) second increments.

A monthly usage fee of \$1.95 will be billed to all Customers of CCC's New 10 TimeSM Service in each calendar month in which the Customer uses CCC's New 10 TimeSM Service.

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CLEAR CHOICE COMMUNICATIONS® PRICING LIST, (CONT'D.)

11. Classic Travel Card Service

CCC's Classic Travel Card Service is intended for residential Customers to make calls from any non-rotary dialed telephone within Arizona to any other location within Arizona by dialing 1 + 800 + NXX + XXXX, receiving a prompting tone, then entering the Customer's personal identification number (PIN) assigned by CCC followed by the telephone number of the called party. Customers of this service should have CCC as their primary interexchange carrier.

Rates and charges for CCC's Classic Travel Card Service are set forth in Section 11.1 following. Calls are rated based on call duration.

11.1 Classic Travel Card Service - Intrastate Usage Rates

Customers of CCC's Classic Travel Card Service will be billed at the following per minute rate:

Day/Evening/Night/Weekend	\$0.1000
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Customers of CCC's Classic Travel Card Service will also be billed a sixty cent (\$0.60) per call surcharge. A sixty (60) second minimum will apply to each completed call, and thereafter, Customers shall be billed in sixty (60) second increments.

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CLEAR CHOICE COMMUNICATIONS® PRICING LIST, (CONT'D.)

12. Capital Travel Card Service

CCC's Capital Travel Card Service is intended for residential Customers to make calls from any non-rotary dialed telephone within Arizona to any other location within Arizona by dialing 1 + 800 + NXX + XXXX, receiving a prompting tone, then entering the Customer's personal identification number (PIN) assigned by CCC followed by the telephone number of the called party. Customers of this service should have CCC as their primary interexchange carrier.

Rates and charges for CCC's Capital Travel Card Service are set forth in Section 12.1 following. Calls are rated based on call duration.

12.1 Capital Travel Card Service - Intrastate Usage Rates

Customers of CCC's Capital Travel Card Service will be billed at the following per minute rate:

Day/Evening/Night/Weekend	\$0.2000
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A sixty (60) second minimum will apply to each completed call, and thereafter, Customers shall be billed in sixty (60) second increments.

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INTEREXCHANGE SERVICES TARIFF

CLEAR CHOICE COMMUNICATIONS® PRICING LIST, (CONT'D.)

13. 12 TalkSM Service

CCC's 12 TalkSM Service (non-operator assisted, direct dial) is intended for residential Customers for calling within the State of Arizona. Customers access CCC via Equal Access FGD circuits and/or other Switched Access Services. Customers access CCC's 12 TalkSM Service by dialing 1 + (area code when necessary) + NXX-XXXX if they have selected CCC as their primary interexchange carrier. When CCC is not the presubscribed interexchange carrier, Customers can access this service by dialing 10-1X-XXX + 1 + area code (if required) + NXX-XXXX. Calls are routed over Carrier's transmission and switching facilities to any valid NPA-NXX. In order to receive 12 TalkSM Service rates, however, the Customer must be entered into the CCC billing database prior to utilizing this service.

Rates and charges for CCC's 12 TalkSM Service are set forth in Section 13.1 following.

Calls are rated based on call duration.

13.1 12 TalkSM Service - Intrastate Usage Rates

Customers of CCC's 12 TalkSM Service will be billed at the following per minute intrastate rate:

Day/ Evening/ Night/ Weekend	\$0.1200
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A sixty (60) second minimum will apply to each completed call, and thereafter, Customers shall be billed in sixty (60) second increments.

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14. 10 TimeSM Service

CCC's 10 TimeSM Service (non-operator assisted, direct dial) is intended for residential Customers for calling within the State of Arizona. Customers access CCC via Equal Access FGD circuits and/or other Switched Access Services. Customers access CCC's 10 TimeSM Service by dialing 1 + (area code when necessary) + NXX-XXXX if they have selected CCC as their primary interexchange carrier. When CCC is not the presubscribed interexchange carrier, Customers can access this service by dialing 10-1X-XXX + 1 + area code (if required) + NXX-XXXX. Calls are routed over Carrier's transmission and switching facilities to any valid NPA-NXX. In order to receive 10 TimeSM Service rates, however, the Customer must be entered into the CCC billing database prior to utilizing this service.

Rates and charges for CCC's 10 TimeSM Service are set forth in Section 14.1 following.

Calls are rated based on call duration.

14.1 10 TimeSM Service - Intrastate Usage Rates

Customers of CCC's 10 TimeSM Service will be billed at the following per minute intrastate rate:

Day/ Evening/ Night/ Weekend	\$0.1000
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A three (3) minute minimum will apply to each completed call, and thereafter, Customers shall be billed in sixty (60) second increments. A monthly access fee of five dollars (\$5.00) will be billed to all Customers utilizing this service after the initial month's billing cycle.

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CLEAR CHOICE COMMUNICATIONS® PRICING LIST, (CONT'D.)

15. 9 TalkSM Service

CCC's 9 TalkSM Service (non-operator assisted, direct dial) is intended for residential Customers for calling within the State of Arizona. Customers access CCC via Equal Access FGD circuits and/or other Switched Access Services. Customers access CCC's 9 TalkSM Service by dialing 1 + (area code when necessary) + NXX-XXXX if they have selected CCC as their primary interexchange carrier. When CCC is not the presubscribed interexchange carrier, Customers can access this service by dialing 10-1X-XXX + 1 + area code (if required) + NXX-XXXX. Calls are routed over Carrier's transmission and switching facilities to any valid NPA-NXX. In order to receive 9 TalkSM Service rates, however, the Customer must be entered into the CCC billing database prior to utilizing this service.

Rates and charges for CCC's 9 TalkSM Service are set forth in Section 15.1 following.

Calls are rated based on duration.

15.1 9 TalkSM Service - Intrastate Usage Rates

Customers of CCC's 9 TalkSM Service will be billed at the following per minute intrastate rate:

Day/ Evening/ Night/ Weekend	\$0.0900
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A sixty (60) second minimum will apply to each completed call, and thereafter, Customers shall be billed in sixty (60) second increments. A monthly access fee of three dollars and ninety-five cents (\$3.95) will be billed to all Customers utilizing this service after the initial month's billing cycle.

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CLEAR CHOICE COMMUNICATIONS® PRICING LIST, (CONT'D.)

16. 5 Time® Service

CCC's 5 Time® Service (non-operator assisted, direct dial) is intended for residential Customers for calling within the State of Arizona. Customers access CCC via Equal Access FGD circuits and/or other Switched Access Services. Customers access CCC's 5 Time® Service by dialing 1 + (area code when necessary) + NXX-XXXX if they have selected CCC as their primary interexchange carrier. When CCC is not the presubscribed interexchange carrier, Customers can access this service by dialing 10-1X-XXX + 1 + area code (if required) + NXX-XXXX. Calls are routed over Carrier's transmission and switching facilities to any valid NPA-NXX. In order to receive 5 Time® Service rates, however, the Customer must be entered into the CCC billing database prior to utilizing this service.

Rates and charges for CCC's 5 Time® Service are set forth in Section 16.1 following. Calls are rated based on call duration.

16.1 5 Time® Service - Intrastate Usage Rates

Customers of CCC's 5 Time® Service will be billed at the following per minute intrastate rate:

Day/ Evening/ Night/ Weekend	\$0.0500
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A five (5) minute minimum will apply to each completed call, and thereafter, Customers shall be billed in sixty (60) second increments. A monthly access fee of five dollars (\$5.00) will be billed to all Customers utilizing this service after the initial month's billing cycle.

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CLEAR CHOICE COMMUNICATIONS® PRICING LIST, (CONT'D.)

17. Classic 800 Service

CCC's Classic 800 Service permits Customers to make calls from any non-rotary dialed telephone within Arizona to other locations within Arizona by dialing 1 + 800 + NXX-XXXX, receiving a prompting tone, then entering a personal identification number (PIN) assigned by CCC. The call is then routed to a single destination (terminating ANI) which is pre-programmed by CCC and designated by the Customer.

Rates and charges for CCC's Classic 800 Service are set forth in Section 17.1 following.

Calls are rated based on call duration.

17.1 Classic 800 Service - Intrastate Usage Rates

Customers of this service will be billed at the following per minute rate:

Day/Evening/Night/Weekend	\$0.1000
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Customers of CCC's Classic 800 Service will be charged a forty cent (\$0.40) per call surcharge. A sixty (60) second minimum will apply to each completed call, and thereafter, Customers shall be billed in sixty (60) second increments. A monthly recurring service fee of one dollar (\$1.00) may be charged to all Customers of CCC's Classic 800 Service.

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CLEAR CHOICE COMMUNICATIONS® PRICING LIST, (CONT'D.)

18. Capital 800 Service

CCC's Capital 800 Service permits Customers to make calls from any non-rotary dialed telephone within Arizona to other locations within Arizona by dialing 1 + 800 + NXX-XXXX, receiving a prompting tone, then entering a personal identification number (PIN) assigned by CCC. The call is then routed to a single destination (terminating ANI) which is pre-programmed by CCC and designated by the Customer.

Rates and charges for CCC's Capital 800 Service are set forth in Section 18.1 following.

Calls are rated based on call duration.

18.1 Capital 800 Service - Intrastate Usage Rates

Customers of this service will be billed at the following per minute rate:

Day/Evening/Night/Weekend	\$0.1500
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A sixty (60) second minimum will apply to each completed call, and thereafter, Customers shall be billed in sixty (60) second increments. A monthly recurring service fee of one dollar (\$1.00) may be charged to all Customers of CCC's Capital 800 Service.

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