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NEW APPLICATION

ORIGINAL



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Winter Park, FL
32789

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Winter Park, FL
32790-0200

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August 21, 2000

Overnight

Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

RECEIVED

2000 AUG 22 A 11: 44

AZ CORP COMMISSION
DOCUMENT CONTROL

DOCKET NO. T-03916A-00-0613

Re: Application and Petition for a Certificate of Convenience and Necessity to Provide Intrastate Telecommunications Services as a Long Distance Reseller for Actel Integrated Communications, Inc.

Dear Sir/Madam:

Enclosed is the original and ten (10) copies of the application and Petition for a Certificate of Convenience and Necessity to Provide Telecommunications Service as a Long Distance Reseller for Actel Integrated Communications, Inc.

Please date-stamp the extra copy of this cover letter, and return it in the enclosed self-addressed stamped envelope provided for that purpose.

Any questions pertaining to the enclosed application and petition may be directed to myself at (407) 740-8575.

Sincerely,

Robin Norton
Consultant to Actel Integrated Communications, Inc.

RN/bt

cc: Leigh Ann Wooten, Actel
file: Actel - AZ - IXC
tms: azi0001

FORM A

ARIZONA CORPORATION COMMISSION

Application and Petition for Certificate of Convenience and Necessity to Provide Intrastate Telecommunication Services as a Long Distance Reseller

Mail original plus 10 copies of completed application to: For Docket Control Only:

Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007-2927

(Please Stamp Here)

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AZ CORP COMMISSION
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T-03916A-0000613

If you have current applications pending in Arizona as an Interexchange reseller, AOS provider, or as the provider of other telecommunication services.

DOCKET NO.

Type of Service: _____

Docket No. _____

Docket No.: _____ Date: _____

Type of Service: _____

Docket No. _____

Docket No.: _____ Date: _____

A. Company and Telecommunications Service Information

(A-1) The name, address, and telephone number (including area code) of the applicant(company):

Actel Integrated Communications, Inc.
1509 Government Street, Suite 300
Mobile, Alabama 36604
Telephone: (334) 652-7000
Facsimile: (334) 652-7060
Toll Free: (877) 700-9400

(A-2) If doing business (dba) under a name other than the applicant (company) name listed above, specify:
Not applicable

(A-3) The name, address, telephone number, facsimile number and E-Mail address of the management contact:

Leigh Ann Wooten, Tariff Manager
Actel Integrated Communications, Inc.
1509 Government Street, Suite 300
Mobile, Alabama 36604
Telephone: (334) 652-7000
Facsimile: (334) 652-7060
E-Mail: Leighannwooten@actel.net

(A-4) The name, address, telephone number, facsimile number and EMail address of the Attorney, if any, representing the applicant:

Paul Guarisco, Deputy General Counsel
Actel Integrated Communications, Inc.
450 Laurel Street, Suite 2101
Bank One Centre, North Tower
Baton Rouge, Louisiana 70801
Telephone: (225) 383-0775
Facsimile: (225) 383-2272
Email: paulguarisco@actel.net

(A-5) What type of legal entity is the applicant?

- Sole proprietorship
 Partnership: _____ limited, _____ general, _____ Arizona, _____ Foreign
 Limited liability company
 Corporation: _____ S, _____ C, _____ non-profit, _____ Arizona, X Foreign
 Other, specify:

(A-6) Include Attachment A. Attachment A must list names of all owners, partners, limited liability company managers, or corporation officers and directors (specify), and indicate percentages of ownership.

(A-7) 1. Is your company currently reselling telecommunication services in Arizona? If yes, provide the date or the approximate date that you began reselling service in Arizona.

No

- 2. If the answer to 1. is yes, identify the types of telecommunications services you resell; whether operator services are provided or resold and whether they are provided or resold to traffic aggregators (as defined in A.A.C. Rule R14-2-1001(3), a copy of which is attached); the number of customers in Arizona for each type of service; and the total number of intrastate minutes resold in the latest 12 month period for which data is available. Note: The Commission rules require that a separate CC&N, issued under Article 10, be obtained in order to provide operator services to traffic aggregators.**

Not applicable

- 3. If the answer to 1. is no, when does your company plan to begin reselling service in Arizona?**

August 2000

(A-8) Include Attachment B. Attachment B, your proposed tariff, must include proposed rates and charges for each service to be provided, state the tariff (maximum) rate as well as the price to be charged, and state other terms and conditions, including deposits, that will apply to provision of the service(s) by your company.

The Commission provides pricing flexibility by allowing competitive telecommunications service companies to price their services at levels equal to or below the tariff (maximum) rates. The prices to be charged by the company are filed with the Commission in the form of price lists. See the "illustrative Tariff/Price List Example attached. Note: Price list rate changes that result in rates that are lower than the tariff rate are effective upon concurrent notice to the Commission (See Rule R14-2-1109(B)(2)). See Rule R14-2-1110 for procedures to make price list changes that result in rates that are higher than the tariff rate.

(A-9) The geographic market to be served is:

Statewide

(A-10) List the states in which you currently resell services similar to those you intend to resell in Arizona.

Actel is authorized to provide toll resale in AL, AR, FL, GA, LA, MS, NJ and TX.

(A-11) Provide the name, address, and telephone number of the companies complaint contact person.

Leigh Ann Wooten, Tariff Manager
Actel Integrated Communications, Inc.
1509 Government Street, Suite 300
Mobile, Alabama 36604
Telephone: (334) 652-7000
Facsimile: (334) 652-7060
Toll Free: (877) 700-9400

(A-12) Provide a list of states in which you have sought authority to resell telecommunications services and in which the state granted the authority with major changes and conditions or did not grant your application for those services. For each state listed, provide a copy of the Commission's decision modifying or denying your application for authority to provide telecommunications services.

None

(A-13) Has the company been granted authority to provide or resell telecommunications services in any state where subsequently the authority was revoked? If yes, provide copies of the State Regulatory Commission's decision revoking its authority.

No

(A-14) Has the company been or is the company currently involved in any formal complaint proceedings before any State or Federal Regulatory Commission? If yes, in which states is the company involved in proceedings and what is the substance of these complaints. Also, provide copies of Commission orders that have resolved any of these complaints

No

(A-15) Has the applicant been involved in any civil or criminal investigations related to the delivery of telecommunications services within the last five years? If yes, in which states has the applicant been involved in investigations and why is the applicant being investigated?

No

(A-16) Has the applicant had judgment entered against it in any civil matter or been convicted of criminal acts related to the delivery of telecommunications services within the last five years? If yes, list the states where judgment or conviction was entered and provide a copy of the court order.

No

B. Technical Information

(B-1) If your company is a switchless reseller, provide the name of the company or companies whose services you resell and skip to question (B-2). If you are not a switchless reseller, complete the remainder of this section.

Frontier

Include Attachment C. Attachment C should provide the following information: A diagram of the applicant's basic call network used to complete Arizona intrastate telecommunications traffic. This diagram should show how a typical call is routed in both its originating and terminating ends (i.e. show the access network and call completion network).

Also include on the diagram the carrier(s) used for each major network component and indicate if the carrier is facilities-based or not. If the carrier is not facilities-based, indicate who owns the facilities (within the State of Arizona) that are used to originate and terminate the applicant's intrastate telecommunications traffic (i.e. provide a list of the Arizona facilities-based long distance carriers whose facilities are used to complete the applicant's intrastate traffic).

(B-2) Will your customers be able to access alternative toll service providers or resellers via 1+ or 101XXXX access, if your system becomes non-operational?

Yes

C. Financial Information

(C-1) Include Attachment D. Attachment D must include a copy of your Companies balance sheet, income statement, audit report (if audited) and all related notes to these financial statements for the two most recent years your Company has been in business.

See Attachment D

(C-2) If your Company does not have financial statements for the two most recent years, please give the date your Company began operations.

(C-3) If the balance sheets you submit do not have retained earnings accounts, please provide this account information on a separate sheet for each of the two years.

(C-4) If your Company is a subsidiary, please provide your Parent Companies financial statements, in addition to your Companies financial statements.

Not applicable

(C-5) If your Company intends to rely on the financial resources of its Parent Company, please provide a written statement from your Parent Company attesting that it will provide complete financial backing if your Company experiences a net loss or a business failure and that it will guarantee re-payment of customers; advances, prepayments or deposits held by your Company if, for some reason, your Company cannot provide service or repay the deposits.

Not applicable

(C-6) Will your customers be required to (or have the option to) pay advances, prepayments, or deposits for any of your products or services.

YES ___ (If yes, provide an explanation of how and when these customer advances prepayments or deposits will be applied or reference the terms and conditions section of your Companies tariffs with this explanation. If this information is not explained in the tariff of this application, please provide it on a separate sheet.)

NO X (Note: If at a later date, your Company decides it wants to offer or require customer advances, prepayments or deposits, it must submit financial statements as part of the tariff amendment process.)

Actel Integrated Communications, Inc.

Attachment A

Company Officers

Actel Integrated Communications, Inc.

Names and titles of Officers and Directors

The following individuals serve as officers and directors of Actel Integrated Communications, Inc. can be reached at the company's corporate headquarters at 1509 Government Street, Suite 300, Mobile, Alabama 36604

Company Officers

John A. Beck	Chief Executive Officer
Jerry Cherne	Vice President - Carrier Services
Alan Ellison	Vice President - Network Systems
Bonner Hardegree	Vice President - Business Strategy & Development
Dean Kelly	Sr. Vice President - Finance/Treasurer
Mike Langham	Vice President - Corporate Relations
Ray Robinson	Vice President - Corporate Development
Daniel J. Shapiro	Executive Vice President - General Counsel
Anne Tetterton	CMO
Trent Tetterton	Sr. Vice President - Corporate Development
Judy Walker	Vice President - Business Services
Joseph Zuccari	Chief Technology Officer

Company Directors

John A. Beck
David C. Lee
Michael Marocco
Jon Mattson
Scott B. Ross
Wayne Wright
Tyler Zachem

Actel Integrated Communications, Inc.

Attachment B

Proposed Tariff

TITLE SHEET

ARIZONA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Actel Integrated Communications, Inc., with principal offices at 1509 Government Street, Suite 300, Mobile, Alabama 36604. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: August 22, 2000

Effective:

By:

Jerry Cherne, Vice President of Carrier Services
1509 Government Street, Suite 300
Mobile, Alabama 36604

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CHECK SHEET

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

TARIFF

<u>SHEET</u>	<u>REVISION</u>		<u>SHEET</u>	<u>REVISION</u>	
1	Original	*	19	Original	*
2	Original	*	20	Original	*
3	Original	*	21	Original	*
4	Original	*	22	Original	*
5	Original	*	23	Original	*
6	Original	*	24	Original	*
7	Original	*	25	Original	*
8	Original	*	26	Original	*
9	Original	*	27	Original	*
10	Original	*	28	Original	*
11	Original	*	29	Original	*
12	Original	*	30	Original	*
13	Original	*	31	Original	*
14	Original	*	32	Original	*
15	Original	*	33	Original	*
16	Original	*	34	Original	*
17	Original	*	35	Original	*
18	Original	*			

PRICE LIST

<u>SHEET</u>	<u>REVISION</u>		<u>SHEET</u>	<u>REVISION</u>	
1	Original	*	5	Original	*
2	Original	*	6	Original	*
3	Original	*	7	Original	*
4	Original	*			

Issued: August 22, 2000

Effective:

By:

Jerry Cherne, Vice President of Carrier Services
1509 Government Street, Suite 300
Mobile, Alabama 36604

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TABLE OF CONTENTS

TARIFF

Title Sheet	1
Check Sheet	2
Table of Contents	3
Symbols Sheet	4
Tariff Format Sheets	5
Section 1 – Technical Terms and Abbreviations	6
Section 2 – Rules and Regulations	10
Section 3 – Description of Service	21
Section 4 – Maximized Rates	28
Section 5 – Promotional Offerings	35

PRICE LIST

Actual Rates In Effect	1
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SYMBOLS SHEET

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

- C – Change in Regulation, Term or Condition
- D – Deleted or Discontinued Rate or Regulation
- I – Change Resulting in a Rate Increase
- M – Moved from or to Another Tariff Location with No Change,
Unless There is Another Change Symbol Present
- N – New Text, Rate or Regulation
- R – Change Resulting in a Rate Reduction
- T – Change in Text or Regulation, but no Change in Rate or Charge

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TARIFF FORMAT SHEETS

Sheet Numbering – Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

Sheet Revision Numbers – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the ACC. For example, the 4th Revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc, the PUCT follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

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

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

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

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Access Line – An arrangement which connects the customer's location to the Company's network switching center.

Actel – Used throughout this tariff to refer to Actel Integrated Communications, Inc. unless otherwise clearly indicated by the context.

Actel On-Net Customer – A customer whose local telephone number is in an area serviced by Actel Local Service and is serviced directly by an Actel switch.

Actel Off-Net Customer – A customer whose local telephone number is in an area serviced by Actel Local Service but is not serviced directly by an Actel Switch or a customer whose local telephone number is serviced by US West.

Actel ILEC Off-Net – A customer whose local service is provided by an independent local company other than Actel.

Aggregator – Any person or other legal entity that may be a customer and, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for telephone calls using a provider of operator services.

Authorization Code – A numerical code, one or more of which may be assigned to a customer to enable the Carrier to identify use of service on the customer's account and to bill the customer accordingly for such service. Multiple authorization codes may be assigned to a customer to identify individual users or groups of users on his account.

Authorized User – A person, firm, corporation, or other entity authorized by the customer to receive or send communications.

Calling Card – See Travel Card.

Calling Card Call – See Travel Card Call.

Carrier – ACTEL INTEGRATED COMMUNICATIONS, INC., unless the context means otherwise.

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Effective:

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1509 Government Street, Suite 300
Mobile, Alabama

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

Carrier Recognized Holidays – New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Chargeable Time – For billing purposes calls are charged from the time the connection between the calling party and the called party is established. The time at the beginning of each minute of the connection determines the applicable rate period. Chargeable time ends when the calling station hangs up. If the called party hangs up but the calling party does not, billing stops when the connection is released by automatic timing equipment in the network.

Collect Billing – A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Commission – Arizona Corporation Commission (also “ACC”).

Customer or Subscriber – The person, company, firm, corporation or other entity which orders or uses service and is responsible for the payment of charges and compliance with tariff regulations.

Customer Premise Equipment – Terminal equipment, as defined herein, which is located on the Customer’s premise.

Dedicated (or Special) Access – Where access between the Subscriber or Customer and the interexchange carrier is provided on dedicated circuits. The cost of Dedicated (or Special) Access is billed to the Customer by the local exchange carrier, or other approved access provider.

Intralata Call – A call that originates and terminates within the same LATA.

LATA – Local Access and Transport Area. A geographical area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications service.

LEC – Local Exchange Company

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

Operator Dialed Surcharge – A charge applying to calls made when the user dials “00” only or any valid company operator access code and requests that the operator dial the destination number.

Operator Station Call – A service whereby the caller places a non-Person to Person call with the assistance of an operator (live or automated).

Person to Person Call – A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department or office to be reached through a PBX attendant.

Premises – The space designated by a customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customers).

Project Account Code (PAC) – Any three (3) or four (4) digit code entered by a caller to associate that call to a particular person, department, cost center, project or client.

Special Access – See Dedicated Access.

Subscriber – See Customer.

Switched Access – Where access between the Customer and the Carrier is provided on local exchange company circuits capable of accessing the local switched network. The cost of switched Feature Group access is billed to the Carrier.

Term Commitment – Customer who commits to using the carrier’s service for a specified time may be eligible for lower rates. Rates may be used on length of term and volume.

Term Discount – Specified discounts the carrier may provide a customer who commits to using certain carrier services for a specified period of time.

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

Terminal Equipment – Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

Third Party Billing – A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

Travel (or Calling) Card – A proprietary calling card offered by Actel Integrated Communications, Inc. which is accessed by dialing a Company-provided access number.

Travel (or Calling) Card Call – A service whereby the Customer or Authorized user dials all of the digits necessary to route and bill a call placed from a location other than his/her residence/business. Service is accessed via a toll free number or other access code.

Underlying Carrier – The facilities based interexchange carrier or carriers from whom Actel Integrated Communications, Inc. purchases Long Distance Service.

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

Verified Project Account Code (VPAC) – A specific three (3) or four (4) digit customer specified code associating a call to a particular person, department, cost center, project or client. Incorrect codes are blocked.

Volume Discounts – Specified service offering the Carrier provides may offer discounts based upon monthly usage billing volume.

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SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company

The Carrier's services and facilities are furnished for communications originating at specified points within the state of Arizona under terms of this tariff.

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

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

The selling of IXC telecommunications service to uncertified IXC resellers is prohibited.

2.2 Limitations

2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.

2.2.2 Carrier reserves the right to provide services only to and from locations where the necessary facilities or equipment are available.

2.2.3 Carrier reserves the right to discontinue furnishing service when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.

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SECTION 2 – RULES AND REGULATIONS (Cont'd.)

2.2 Limitations (Cont'd.)

- 2.2.4 Service furnished by Carrier may not be used for any unlawful purpose.
- 2.2.5 Carrier reserves the right to deny service to applicants or subscribers whose financial condition is not acceptable to the Carrier.
- 2.2.6 All facilities provided under this tariff are directly controlled by the Carrier and customer may not transfer or assign the use of service or facilities, except with the express written consent of the Carrier. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.7 Prior written permission from the Carrier 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 for service.

2.3 Payment and Billing

- 2.3.1 Service is provided and billing is on a monthly basis. Service continues to be provided for month to month customers until the Carrier is notified either verbally or in writing of the customer's desire to disconnect service, unless other restrictions apply. Refer to section 3.3 of this tariff for information regarding term customers.
- 2.3.2 The customer is responsible for payment of all charges for services furnished by Carrier.
- 2.3.3 If notice of a dispute as to charges is not received, in writing, within thirty (30) days after an invoice is rendered, such invoice shall be deemed to be correct and binding upon the customer.

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SECTION 2 – RULES AND REGULATIONS (Cont'd.)

2.3 Payment and Billing (Cont'd.)

- 2.3.4 A customer of Carrier Toll Free service is responsible for payment for all calls placed to or via the customer's Toll Free number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of the customer's service or customer provided systems, equipment, facilities or services interconnected to the customer's Toll Free service. Such use, misuse or abuse may be occasioned by third parties, including, without limitation, the customer's employees and members of the public who dial the customer's Toll Free number by mistake.
- 2.3.5 In the event the Carrier incurs fees or expenses, including attorneys' fees, in collecting, or attempting to collect, any charges owed, the customer will be liable for the payment of all such fees and expenses reasonably incurred.
- 2.3.6 The customer or user of carrier provided services is responsible for payment of all charges for services and equipment furnished to the customer for transmission of calls via the Carrier regardless of intentional, negligent, or fraudulent use. In particular, and without limitation to the foregoing, the customer or user is responsible for any and all costs incurred as the result of:
- 2.3.6.A Any and all use of the services provided by the Carrier, including calls which the customer did not individually authorize.
- 2.3.6.B Any and all calls placed to a toll free service number provided to the customer by the Carrier.
- 2.3.6.C Any and all calls placed using a carrier provided travel/calling card or authorization number, including calls which the customer did not individually authorize.

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SECTION 2 – RULES AND REGULATIONS (Cont'd.)**2.3 Payment and Billing (Cont'd.)**

- 2.3.7 The Carrier may deal with customers whose accounts show very small balances by withholding the issuance of an invoice until the amount due from the customer reaches a level which, in the Carrier's sole discretion, is deemed large enough to justify initiating the billing and collection process; or the Carrier may invoice low usage customers every other month unless a customer invoiced in such a manner requests monthly billing.
- 2.3.8 Payment is due upon receipt of the invoice. Interest charges will be applied on any remaining unpaid balance after thirty (30) days at the rate of 1.5% per month.
- 2.3.9 Usage charges will be billed in arrears. Monthly recurring charges and installation charges will usually be billed in advance.

2.4 Advance Payments

For customers whom the Carrier feels an advance payment is necessary, the Carrier reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and, if necessary, a new advance payment will be collected for the next month.

2.5 Minimum Usage Fee

Customers may be charged a minimum fee for using Carrier products/services. This fee will be billed as a minimum charge per customer account. Customers with usage of \$3.00 or more will not be billed this fee. Customers with zero billing during a billing period will be charged the full \$3.00 fee. Customers with billing between zero and \$3.00 will be billed the difference. All types of usage apply to meeting the minimum including intrastate, interstate, outbound, inbound, and calling card long distance usage.

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SECTION 2 – RULES AND REGULATIONS (Cont'd.)

2.6 Cancellation of Service

2.6.1 Carrier may discontinue service without incurring any liability for any of the following reasons.

2.6.1.A In the event that a customer's bill remains unpaid after more than thirty (30) days following rendition of the bill.

2.6.1.B In the event of a violation of any regulation governing the service under this tariff.

2.6.1.C In the event of a violation of any law, rule, or regulation or any government authority having jurisdiction over the service.

2.6.1.D Where Carrier is prohibited from furnishing services by order of a court order of other government authority having jurisdiction.

2.6.1.E In the event of fraudulent use of the underlying carrier network, Carrier will discontinue service and/or seek legal recourse to recover all costs involved in enforcement of this provision.

2.6.2 Service continues to be provided until canceled by the Subscriber or until discontinued by the Carrier as set forth in Section 2.6. The Carrier may render bills subsequent to the termination of service for charges incurred before termination.

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Effective:

By:

Jerry Cherne, Vice President of Carrier Services
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SECTION 2 – RULES AND REGULATIONS (Cont'd.)**2.6 Cancellation of Service (Cont'd.)****2.6.3 Cancellation by the customer.**

2.6.3.A The subscriber may have service discontinued by notifying the Carrier either verbally or in writing. The Carrier shall hold the Subscriber responsible for payment of all bills for service furnished until the cancellation date specified by the Subscriber or until the service is disconnected, whichever is later.

2.6.3.B Customers who have signed a term commitment, in accordance with the written agreement, may cancel service at anytime after the term ends. If the customer has dedicated service, a minimum of 30 days notice is required. If less than 30 days notice is provided, customer will be billed all monthly recurring charges related to the dedicated service for the 30 day period. Early termination will result in the customer being billed and required to pay the monthly commitment for the remainder of the term in accordance with the signed agreement.

2.7 Cancellation of Service by Carrier for Non-Payment

2.7.1 Service continues to be provided until discontinued by the Carrier as set forth below. The Carrier may render bills subsequent to the termination of services for charges incurred before termination. Because a minimum of 30 days is required to disconnect dedicated services, the customer will be responsible for payment of all dedicated service related charges until the service is disconnected.

2.7.2 The Carrier, upon five (5) days written notification to the subscriber, may discontinue service without incurring any liability if within 30 days after rendition of bill the Carrier has not received full payment.

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SECTION 2 – RULES AND REGULATIONS (Cont'd.)

2.8 Liabilities of the Company

2.8.1 Carrier 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 (including services and facilities involved in emergency calling activity) or transmission provided under this tariff, if caused by any person or entity other than the Carrier, 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 Carrier's direct control.

2.8.2 Carrier shall not be liable and shall be fully indemnified and held harmless by customer against:

2.8.2.A The liability of the Carrier for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service and not caused by the negligence of the subscriber, and which the Carrier has full control, commences upon activation of the service and no event exceeds an amount equivalent to the proportionate charge to the subscriber for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. For the purpose of computing this amount, a month is considered to have thirty (30) days.

2.8.2.B Any claim or loss, expense or damage including indirect, special or consequential damage for any act or omission of the customer.

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SECTION 2 – RULES AND REGULATIONS (Cont'd.)

2.8 Liabilities of the Company (Cont'd.)

2.8.2.C Any claim or loss, expense or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement or copyright or patent, unauthorized use of any trademark, trade name 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 by, or used by Carrier under this tariff.

2.8.2.D Any claim or loss, expense or damage (including indirect, special or consequential damage) for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by Carrier if not caused by negligence of Carrier.

2.8.3 Carrier shall not be liable for any defacement of or damages to the premises of a customer, resulting from the furnishing of service, which is not the result of Carrier's negligence.

2.8.4 Carrier is not liable for any act or omission of any other company or companies furnishing a portion of the service.

2.8.5 The Carrier shall not be liable for any claim, loss or refund as a result of loss, theft, or fraudulent use of account codes, authorization codes or access numbers issued with the Carrier's debit or travel/calling card services.

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SECTION 2 – RULES AND REGULATIONS (Cont'd.)**2.8 Liabilities of the Company (Cont'd.)**

- 2.8.6 The Carrier shall not be liable for any claim, loss or refund as a result of subscriber receiving unwanted or unauthorized calls via a carrier provided toll free number.
- 2.8.7 The Carrier shall not be liable for any claim, loss or refund as a result of unauthorized toll calls placed via telephone numbers presubscribed to the Carrier, casual calling, or any other type of call.
- 2.8.8 The Carrier shall not be liable for any claim, loss or refund on any unused balance remaining on a debit account after the expiration date assigned to each debit account.

2.9 Employee Concessions

Employees will be eligible to have the Actel Employee plan. The product description and the Rates for this plan are set forth in this tariff. Only Actel Employee's will be eligible to receive this plan and the pricing associated with this plan.

2.10 Adjustment for New Local Taxes

Should a municipality, county, or other local taxing authority acquire the legal right to impose a tax, fee, or charge, this fee shall be billed to the subscribers receiving service within the territorial limits of such municipality, county or other taxing authority. Such billing shall allocate these taxes, fees, or other charges amongst the subscribers uniformly on the basis of each subscriber's charges for the type of service made subject to such tax, fee or charge.

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SECTION 2 – RULES AND REGULATIONS (Cont'd.)**2.11 Taxes**

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

2.12 Interruption of Service

2.12.1 Credit allowance for the interruption of service which is not due to the Carrier's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth in 2.8 herein. It shall be the customer's obligation to notify the Carrier immediately of any service interruption 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 by the customer within his control, if any, furnished by the customer and connected to the Carrier's facilities. No refund or credit will be made for the time that the Carrier stands ready to repair the service and the subscriber does not provide access to the Carrier for such restoration work.

2.12.2 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber notifies the Carrier.

2.12.3 The customer shall be credited for an interruption of more than twenty-four hours as follows:

Credit Formula:

Credit = A/B x C

"A" – outage time in hours

"B" – total days in month

"C" – total monthly charge for affected facility

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SECTION 2 – RULES AND REGULATIONS (Cont'd.)**2.13 Rules Applicable to Toll-Free Services**

- 2.13.1 The Company will participate in porting toll-free numbers only if the account balance is zero and all charges incurred as a result of the toll free number have been paid.
- 2.13.2 If a Customer who has received a toll free number does not subscribe to toll-free 800/888/877 service within ninety (90) calendar days, the Company reserves the right to make the assigned number available for use by another Customer.
- 2.13.3 Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Account Code, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Resp. Org. or 800/888/877 service provider for toll free numbers dedicated to the sole use of that single Customer.

2.14 State and Corporation Commission Imposed Taxes, Fees or Surcharges

Should the State of Arizona or the Public Utility Commission of Arizona acquire the right to impose a tax, fee or surcharge (including, but not limited to, the Arizona Universal Service Fund Surcharge), Carrier shall recover these taxes, fees or surcharges through an assessment on the Customer's monthly invoice in accordance with State and/or ACC recovery guidelines. These taxes, fees or surcharges will neither contribute to or be eligible to receive discounts, nor do they contribute to meeting monthly volume commitment requirements.

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SECTION 3 – DESCRIPTION OF SERVICES**3.1 Timing of Calls****3.1.1 When Billing Charges Begin and End For Phone Calls**

The customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. when 2 way communication, often referred to as "conversation time," is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. A call is terminated when the calling or called party hangs up.

3.1.2 Billing Increments

The Billing Increments vary by product and will be included as a part of each product description to follow in this section.

3.1.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call.

3.1.4 Uncompleted Calls

There shall be no charges for uncompleted calls.

3.1.5 Time Periods

The customer's long distance usage charge is based on the day and time the originating party places the call.

3.1.6 Holiday Rates

Holidays, as defined in Section 1 of this tariff, will receive off peak rates, if applicable, during the entire twenty four (24) hour period.

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SECTION 3 – DESCRIPTION OF SERVICES (Cont'd.)**3.2 Minimum Call Completion Rate**

A customer can expect a call completion rate of not less than 95% during peak use periods for all FG D services (“1+” dialing).

3.3 Volume and Term Discounts/Penalties**3.3.1 Volume Discounts/Penalties**

In order to receive reduced rates, some customers may commit, by signing a written agreement, to a minimum amount of volume each month. Should a customer fail to achieve the minimum, the Carrier may, at their sole discretion, invoice the customer for the difference between actual usage and monthly commitment. The customer is required to pay this difference. Rates are set forth in the Rates Section of this tariff.

3.3.2 Term Discounts/Penalties

In order to receive reduced rates, some customers may commit, by signing a written agreement, to use the Carrier’s services for a specified period of time. This term commitment may go for all or partial services provided by the Carrier but will usually indicate a minimum amount of billing each month for a specified time period. Carrier maintains the right, and customer may be invoiced, for the billing commitment for each month remaining on the written agreement should the customer fail to achieve the minimums or disconnect before the written term commitment expires. Carrier will be entitled to payment up to a maximum of the overall commitment less all charges previously invoiced and paid by customer. For example, if customer commits to \$1,000 per month for two years, and cancels service after 18 months, the Carrier has the right to bill and collect no more than \$6,000 on term commitment.

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SECTION 3 – DESCRIPTION OF SERVICES (Cont'd.)**3.4 Business Choice One Plus**

An outbound switched toll service designed for business customers. This service has three rate plans available: Plan BC1 is available to Actel long distance customers who are also customers of Actel's local exchange service, Plan BC2 is available to Actel long distance customers who are customers of USWest's local exchange service, and Plan BC3 is available to Actel long distance customers who are local exchange customers of any other local exchange carrier. Calls have an eighteen (18) second minimum and are rounded up to the nearest 1/10th of a minute (6 seconds) thereafter. Rates as set forth in the Rates section of this tariff do not apply to directory assistance, calling card or operator assisted calls.

3.5 Business Choice Toll Free

An inbound switched toll service providing business customers with a toll free number such as 800/888/877. This service has three rate plans available: Plan BC1 is available to Actel long distance customers who are also customers of Actel's local exchange service, Plan BC2 is available to Actel long distance customers who are customers of USWest's local exchange service, and Plan BC3 is available to Actel long distance customers who are local exchange customers of any other local exchange carrier. Calls have an eighteen (18) second minimum and are rounded up to the nearest 1/10th of a minute (6 seconds) thereafter. Rates as set forth in the Rates section of this tariff do not apply to directory assistance, calling card or operator assisted calls.

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SECTION 3 – DESCRIPTION OF SERVICES (Cont'd.)**3.6 Actel Calling Card**

A service which enables the Carrier's customers to place long distance calls from anywhere to anywhere within the state. Rates are set forth in the Rates section of this tariff.

- 3.6.1 Business customers calls have a thirty (30) second minimum and are rounded up to the nearest half minute (30 seconds) thereafter.
- 3.6.2 Residential customers calls have a sixty (60) second minimum and are rounded up to the nearest whole minute thereafter.
- 3.6.3 Speed Dialing, Call Re-origination and Information Services (providing News, Weather, Sports, etc.) features are available at no additional charge. Although there is no charge to access these features, the regular per minute usage rates will apply when features are used.
- 3.6.4 Calls are automatically (electronically) routed without operator intervention. Customer receives prompts to assist in placing calls and using features. Manual live operator assistance is available in placing a call at an additional charge, as set forth in the Rates section of this tariff.
- 3.6.5 Conference calling using the calling card is available at an additional charge. This feature allows the customer to simultaneously connect with multiple parties.

3.7 Business Link One Plus

An outbound dedicated access toll service designed for business customers. This service has two rate plans available: Plan BL1 is available to Actel long distance customers who are also customers of Actel's local exchange service, Plan BL2 is available to those customers who are not also customers of Actel's local exchange service. Calls have a six (6) second minimum and are rounded up to the nearest 1/10th of a minute (6 seconds) thereafter. Rates as set forth in the Rates section of this tariff do not apply to directory assistance, calling card or operator assisted calls.

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SECTION 3 – DESCRIPTION OF SERVICES (Cont'd.)**3.8 Business Link Toll Free**

An inbound dedicated termination toll service providing business customers with a toll free number such as 800/888/877. This service has two rate plans available: Plan BL1 is available to Actel long distance customers who are also customers of Actel's local exchange service, Plan BL2 is available to those customers who are not also customers of Actel's local exchange service. Calls have a six (6) second minimum and are rounded up to the nearest 1/10th of a minute (6 seconds) thereafter. Rates as set forth in the Rates section of this tariff do not apply to directory assistance, calling card or operator assisted calls.

3.9 One Touch

An outbound switched toll service designed for residential customers. This service has two rate plans available. Plan A is available to Actel long distance customers who are also customers of Actel's local exchange service or who are customers of USWest's local exchange service. Plan B is available to Actel long distance customers who are local exchange customers of any other local exchange carrier. Calls have a sixty (60) second minimum and are rounded up to the next whole minute. Rates as set forth in the Rates section of this tariff do not apply to directory assistance, calling card or operator assisted calls.

3.10 One Touch Toll Free

An inbound switched toll service providing residential customers with a toll free number such as 800/888/877. This service has two rate plans available. Plan A is available to Actel long distance customers who are also customers of Actel's local exchange service or who are customers of USWest's local exchange service. Plan B is available to Actel long distance customers who are local exchange customers of any other local exchange carrier. Calls have a sixty (60) second minimum and are rounded up to the next whole minute. Rates as set forth in the Rates section of this tariff do not apply to directory assistance, calling card or operator assisted calls.

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SECTION 3 – DESCRIPTION OF SERVICES (Cont'd.)**3.11 Operator Services**

3.11.1 The Carrier may provide customers with operator services on a per call service charge basis. In addition to the service charge, applicable usage rates apply. Service charges and rates are set forth in the Rates Section of this tariff. This service is available to presubscribed customers only.

3.11.2 The use of Carrier's Operator Service allows the customer to select from the special call handling or billing arrangements specified below. Call service charges and rates are assessed to the call originator, the called party's telephone number or a third party's telephone number based on the type of call. Service charges are based on the following types of calls as well as if operator-dialed or customer-dialed.

Station to Station
Person to Person
Third Party
Credit Card
Local Exchange/Calling Card

3.11.3 All operator service calls are billed in whole minute increments with partial minute rounding up to the next higher minute. Operator Dialed Surcharge applies if customer requests operator to dial the call.

3.12 Actel Employee Plan

An outbound switched toll service and an inbound switched toll service providing Actel employees with a toll free number such as 800/888/877. As well, Actel employees will be eligible to receive a calling card which enables them to place long distance calls from anywhere and/or to anywhere within the state. All outbound (1+) and inbound (800/888/877) toll calls have an eighteen (18) second minimum and are rounded to the nearest 1/10th of a minute (6 seconds) thereafter. All calling card calls have a thirty (30) second minimum and are rounded to the nearest 1/10th of a minute (6 seconds) thereafter. Rates are set forth in the Rates section of this tariff. Only Actel employees will be eligible to receive this product and the rates as set forth in the Rates section of this tariff.

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SECTION 3 – DESCRIPTION OF SERVICES (Cont'd.)**3.13 Masons Residential**

An outbound switched toll service as well as an inbound switched toll service which provides residential customers with a toll free number such as 800/888/877. Customers subscribing to this calling plan will also be eligible to receive a calling card which enables them to place long distance calls from anywhere within the state. All calls (outbound 1+, inbound 800/888/877, and calling card calls) are billed in full minute (60 second) increments. There is a nonrefundable monthly charge for this service. Rates are set forth in the rates section of this tariff.

3.14 Masons Business

An outbound switched toll service as well as an inbound switched toll service which provides business customers with a toll free number such as 800/888/877. Customers subscribing to this calling plan will also be eligible to receive a calling card which enables them to place long distance calls from anywhere within the state. All calls (outbound 1+, inbound 800/888/877, and calling card calls) have a thirty (30) second minimum and are rounded to the nearest eighteen (18) second increment thereafter. Rates are set forth in the rates section of this tariff.

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SECTION 4 – MAXIMIZED RATES

4.1 **Miscellaneous Rates and Charges**

4.1.1 Customer Account Codes (three or four digits)

(1) Verified Personal Account Codes (VPAC)

Installation per account	No charge
Monthly per account/Location	\$ 4.00

(2) Personal Account Codes (PAC),
no verification, any digits will work.

Installation	No Charge
Monthly per account	No Charge

4.1.2 Dedicated Access Charges – Customers who request dedicated access will be charged rates imposed by the local exchange carrier and passed on by the Carrier. In addition, they will be charged the following:

Installation per T1	\$150.00
Monthly Recurring per T1	\$100.00

4.1.3 Toll Free number, such as 800/888/877, fees applicable to all inbound products.

Installation Charge	No charge
Monthly Recurring Fee per toll free number	\$ 2.00

Directory Assistance listing per toll free number

Installation	\$ 50.00
Monthly Recurring Fee	\$ 32.00

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SECTION 4 – MAXIMIZED RATES (Cont'd.)

4.1 Miscellaneous Rates and Charges (Cont'd.)

4.1.4 Optional Special Toll Free Routing and/or Blocking Features – Non-recurring (installation), monthly recurring and/or change charges for optional special toll free routing and/or blocking features are as follows:

	Non- Recurring	Recurring	Change
Area Code Blocking	N/C	N/C	N/C
Area Code Routing	\$170	\$30	\$150
Time of Day Routing	N/C	\$11	\$170
Percent Allocation Routing	N/C	\$110	\$170
6-digit Routing/Blocking	\$80	\$110	\$150
10-digit Routing/Blocking	\$80	\$110	\$150
Info Digit Screening	N/C	\$40	\$40
Standard ANI/DNIS Delivery (requires dedicated termination)	N/C	N/A	N/C
Customized DNIS Delivery (requires dedicated termination)	\$170	N/A	\$150

4.2 Returned Check Charge

The subscriber will be assessed a \$25.00 handling charge for each instance of the subscriber's check for payment of service being returned to the Carrier by the bank after being dishonored.

4.3 Directory Assistance Rates

Business Dedicated Access Directory Assistance (per Call)	\$ 1.08
Business Switched Access Directory Assistance (per Call)	\$ 1.08
Business Accounts Calling Card Directory Assistance (per Call)	\$ 1.78
Residential Directory Assistance (per Call)	\$ 1.78
Residential Calling Card Directory Assistance (per Call)	\$ 1.98

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SECTION 4 – MAXIMIZED RATES (Cont'd.)

4.4 Payphone Surcharge

Customers who subscribe to any of the Carrier's toll free inbound services will be billed \$0.33 per call or the FCC regulated applicable charge, for each call originating from a payphone or similar facility as described in the FCC Communications Act of 1996.

4.5 Business Choice One Plus and Toll Free

4.5.1 All rates apply 24 hours a day 7 days a week to both one plus direct dial outbound and toll free inbound intrastate calls. All usage applies to volume/term rates except for Directory Assistance or Operator Assisted Calls. Rates per minute are as follows:

4.5.1.A	Plan BC1 --				\$0.124
4.5.1.B	Plan BC2 --				
		No Term Plan	One Year Term	Two Year Term	Three Year Term
		\$0.134	\$0.132	\$0.130	\$0.126
4.5.1.C	Plan BC3 --				
		No Term Plan	One Year Term	Two Year Term	Three Year Term
		\$0.178	\$0.176	\$0.174	\$0.172

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SECTION 4 – MAXIMIZED RATES (Cont'd.)

4.6 Business Link One Plus and Toll Free

4.6.1 All rates apply 24 hours a day 7 days a week to both one plus direct dial outbound and toll free inbound intrastate calls. All usage applies to volume/term rates except for Directory Assistance or Operator Assisted Calls. Rates per minute are as follows:

4.6.1.A Plan BL1 --

Minimum Volume	One Year Term	Two Year Term	Three Year Term
\$0	\$0.108	\$0.102	\$0.098
\$2,500	\$0.094	\$0.090	\$0.088
\$5,000	\$0.090	\$0.084	\$0.082
\$10,000	\$0.086	\$0.080	\$0.078

4.6.1.B Plan BL2 --

Minimum Volume	One Year Term	Two Year Term	Three Year Term
\$0	\$0.112	\$0.106	\$0.102
\$2,500	\$0.098	\$0.094	\$0.092
\$5,000	\$0.094	\$0.088	\$0.086
\$10,000	\$0.090	\$0.084	\$0.082

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SECTION 4 – MAXIMIZED RATES (Cont'd.)**4.7 One Touch**

All rates apply 24 hours a day 7 days a week for all intrastate direct dialed one plus calls.
Rates are as follows:

Plan A	\$0.138 per minute
Plan B	\$0.178 per minute

4.8 One Touch Toll Free

All rates apply 24 hours a day 7 days a week for all intrastate inbound calls. Rates are as follows:

Plan A	\$0.190 per minute
Plan B	\$0.190 per minute

4.9 Actel Calling Card

All Rates apply twenty four (24) hours a day seven (7) days a week.

Business Customers	\$0.38 per minute
Residential Customers	\$0.58 per minute
Speed Dialing	No Charge
Call Re-origination	No Charge
Information Services	No Charge
(Although there is no charge to access the above features, regular usage rates will apply when features are used.)	
Conference Calling Set-up	\$2.00 per party
Conference Calling	\$0.60 per minute, Per participant
Manual Completion Surcharge	\$1.98 per call
Voice Message Delivery	\$0.70 per minute

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SECTION 4 – MAXIMIZED RATES (Cont'd.)**4.10 Actel Employee Plan**

All rates apply 24 hours a day 7 days a week for all intrastate direct dialed one plus calls, intrastate toll free inbound calls, and intrastate calling card calls.

Direct Dialed One Plus and Toll Free Inbound Calls	\$0.10
Directory Assistance (per Call)	\$1.08
Calling Card Rate	\$0.30
Calling Card Directory Assistance (per Call)	\$1.60

4.11 Operator Services

Operator Services type calls are billed at a flat rate 24 hours a day 7 days a week and are available to presubscribed customers only.

Rate per minute	\$0.48
-----------------	--------

Operator Service Charges are on a per call basis and are listed below:

Collect, Station to Station (automated)	\$4.50
Collect, Station to Station (operator assist)	\$6.30
Collect, Person to Person	\$9.90
Third Party Billed	\$9.90
Customer Dialed Using Calling Card	\$1.70
Customer Dialed Using Credit Card	\$2.50
Calling Card (operator assist)	\$5.10
Credit Card (operator assist)	\$5.50
Calling Card (operator must assist)	\$2.50
Credit Card (operator must assist)	\$2.70
Operator Assisted Directory Assistance	\$2.90

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SECTION 4 – MAXIMIZED RATES (Cont'd.)

4.12 **Masons Residential**

This calling plan has a non-refundable monthly fee per customer of \$2.45. The following per minute rates apply 24 hours a day 7 days a week for all intrastate direct dialed one plus calls, intrastate toll free inbound calls, and intrastate calling card calls, respectively:

Direct Dialed One Plus Calls	\$0.14
Toll Free Inbound Calls	\$0.20
Calling Card Calls	\$0.48

4.13 **Masons Business**

The following per minute rates apply 24 hours a day 7 days a week for all intrastate direct dialed one plus calls, intrastate toll free inbound calls, and intrastate calling card calls, respectively:

Direct Dialed One Plus Calls	\$0.14
Toll Free Inbound Calls	\$0.20
Calling Card Calls	\$0.48

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SECTION 5 – PROMOTIONAL OFFERINGS

5.1 Special Promotions

Carrier may at times offer special promotional offerings, for specified periods of time, on various products and services. All promotions will be submitted in advance, by letter of request/notification, to the Arizona Corporation Commission (ACC) for their approval.

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ACTEL INTEGRATED COMMUNICATIONS, INC.

ARIZONA TELECOMMUNICATIONS TARIFF

PRICE LIST NO. 1

**CONTAINING
ACTUAL RATES IN EFFECT**

ACTUAL RATES IN EFFECT**1. Miscellaneous Rates and Charges**

1.1 Customer Account Codes (three or four digits)

(1) Verified Personal Account Codes (VPAC)

Installation per account	No charge
Monthly per account/Location	\$ 2.00

(3) Personal Account Codes (PAC),
no verification, any digits will work.

Installation	No Charge
Monthly per account	No Charge

1.2 Dedicated Access Charges – Customers who request dedicated access will be charged rates imposed by the local exchange carrier and passed on by the Carrier. In addition, they will be charged the following:

Installation per T1	\$75.00
Monthly Recurring per T1	\$50.00

1.3 Toll Free number, such as 800/888/877, fees applicable to all inbound products.

Installation Charge	No charge
Monthly Recurring Fee per toll free number	\$ 1.00

Directory Assistance listing per toll free number

Installation	\$25.00
Monthly Recurring Fee	\$16.00

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Effective:

By:

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Mobile, Alabama 36604

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ACTUAL RATES IN EFFECT (Cont'd.)**1. Miscellaneous Rates and Charges (Cont'd.)**

- 1.4 Optional Special Toll Free Routing and/or Blocking Features – Non-recurring (installation), monthly recurring and/or change charges for optional special toll free routing and/or blocking features are as follows:

	Non- Recurring	Recurring	Change
Area Code Blocking	N/C	N/C	N/C
Area Code Routing	\$85	\$15	\$75
Time of Day Routing	N/C	\$55	\$85
Percent Allocation Routing	N/C	\$55	\$85
6-digit Routing/Blocking	\$40	\$55	\$75
10-digit Routing/Blocking	\$40	\$55	\$75
Info Digit Screening	N/C	\$20	\$20
Standard ANI/DNIS Delivery (requires dedicated termination)	N/C	N/C	N/C
Customized DNIS Delivery (requires dedicated termination)	\$85	N/C	\$75

2. Returned Check Charge

The subscriber will be assessed a \$20.00 handling charge for each instance of the subscriber's check for payment of service being returned to the Carrier by the bank after being dishonored.

3. Directory Assistance Rates

Business Dedicated Access Directory Assistance (per Call)	\$ 0.54
Business Switched Access Directory Assistance (per Call)	\$ 0.54
Business Accounts Calling Card Directory Assistance (per Call)	\$ 0.89
Residential Directory Assistance (per Call)	\$ 0.89
Residential Calling Card Directory Assistance (per Call)	\$ 0.99

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ACTUAL RATES IN EFFECT (Cont'd.)

4. **Payphone Surcharge**

Customers who subscribe to any of the Carrier's toll free inbound services will be billed \$0.26 per call or the FCC regulated applicable charge, for each call originating from a payphone or similar facility as described in the FCC Communications Act of 1996.

5. **Business Choice One Plus and Toll Free**

5.1 All rates apply 24 hours a day 7 days a week to both one plus direct dial outbound and toll free inbound intrastate calls. All usage applies to volume/term rates except for Directory Assistance or Operator Assisted Calls. Rates per minute are as follows:

5.1.A	Plan BC1 --				\$0.062
5.1.B	Plan BC2 --				
		No Term Plan	One Year Term	Two Year Term	Three Year Term
		\$0.067	\$0.066	\$0.065	\$0.063
5.1.C	Plan BC3 --				
		No Term Plan	One Year Term	Two Year Term	Three Year Term
		\$0.089	\$0.088	\$0.087	\$0.086

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ACTUAL RATES IN EFFECT (Cont'd.)

6. Business Link One Plus and Toll Free

6.1 All rates apply 24 hours a day 7 days a week to both one plus direct dial outbound and toll free inbound intrastate calls. All usage applies to volume/term rates except for Directory Assistance or Operator Assisted Calls. Rates per minute are as follows:

6.1.A Plan BL1 --

Minimum Volume	One Year Term	Two Year Term	Three Year Term
\$0	\$0.054	\$0.051	\$0.049
\$2,500	\$0.047	\$0.045	\$0.044
\$5,000	\$0.045	\$0.042	\$0.041
\$10,000	\$0.043	\$0.040	\$0.039

6.1.B Plan BL2 --

Minimum Volume	One Year Term	Two Year Term	Three Year Term
\$0	\$0.056	\$0.053	\$0.051
\$2,500	\$0.049	\$0.047	\$0.046
\$5,000	\$0.047	\$0.044	\$0.043
\$10,000	\$0.045	\$0.042	\$0.041

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ACTUAL RATES IN EFFECT (Cont'd.)**7. One Touch**

All rates apply 24 hours a day 7 days a week for all intrastate direct dialed one plus calls.
Rates are as follows:

Plan A	\$0.069 per minute
Plan B	\$0.089 per minute

8. One Touch Toll Free

All rates apply 24 hours a day 7 days a week for all intrastate inbound calls. Rates are as follows:

Plan A	\$0.095 per minute
Plan B	\$0.095 per minute

9. Actel Calling Card

All Rates apply twenty four (24) hours a day seven (7) days a week.

Business Customers	\$0.19 per minute
Residential Customers	\$0.29 per minute
Speed Dialing	No Charge
Call Re-origination	No Charge
Information Services	No Charge
(Although there is no charge to access the above features, regular usage rates will apply when features are used.)	
Conference Calling Set-up	\$1.00 per party
Conference Calling	\$0.30 per minute, Per participant
Manual Completion Surcharge	\$0.99 per call
Voice Message Delivery	\$0.35 per minute

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ACTUAL RATES IN EFFECT (Cont'd.)**10. Actel Employee Plan**

All rates apply 24 hours a day 7 days a week for all intrastate direct dialed one plus calls, intrastate toll free inbound calls, and intrastate calling card calls.

Direct Dialed One Plus and Toll Free Inbound Calls	\$0.05
Directory Assistance (per Call)	\$0.54
Calling Card Rate	\$0.15
Calling Card Directory Assistance (per Call)	\$0.80

11. Operator Services

Operator Services type calls are billed at a flat rate 24 hours a day 7 days a week and are available to presubscribed customers only.

Rate per minute	\$0.24
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Operator Service Charges are on a per call basis and are listed below:

Collect, Station to Station (automated)	\$2.25
Collect, Station to Station (operator assist)	\$3.15
Collect, Person to Person	\$4.95
Third Party Billed	\$4.95
Customer Dialed Using Calling Card	\$0.85
Customer Dialed Using Credit Card	\$1.25
Calling Card (operator assist)	\$2.55
Credit Card (operator assist)	\$2.75
Calling Card (operator must assist)	\$1.25
Credit Card (operator must assist)	\$1.35
Operator Assisted Directory Assistance	\$1.45

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ACTUAL RATES IN EFFECT (Cont'd.)

12. **Masons Residential**

This calling plan has a non-refundable monthly fee per customer of \$1.95. The following per minute rates apply 24 hours a day 7 days a week for all intrastate direct dialed one plus calls, intrastate toll free inbound calls, and intrastate calling card calls, respectively:

Direct Dialed One Plus Calls	\$0.07
Toll Free Inbound Calls	\$0.10
Calling Card Calls	\$0.24

13. **Masons Business**

The following per minute rates apply 24 hours a day 7 days a week for all intrastate direct dialed one plus calls, intrastate toll free inbound calls, and intrastate calling card calls, respectively:

Direct Dialed One Plus Calls	\$0.07
Toll Free Inbound Calls	\$0.10
Calling Card Calls	\$0.24

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Actel Integrated Communications, Inc.

Attachment C

Not Applicable

Actel Integrated Communications, Inc.

Attachment D

Financials

AcTel Integrated Communications, Inc.

Balance Sheet

30-Apr-00

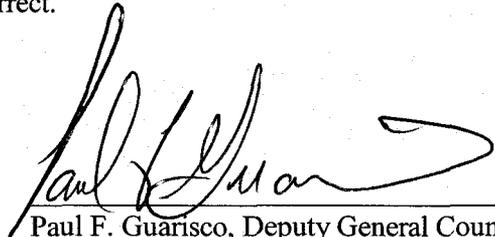
(UNAUDITED)

Current Assets	25,522,617	Current Liabilities	8,392,344
Property, Plant & Equipment, net	8,244,365	Deferred rent	678,700
Intangible Assets	284,664		
Deposits	157,764	Shareholders' Equity	25,138,366
Total Assets	<u>34,209,410</u>	Total Liabilities and Equity	<u>34,209,410</u>

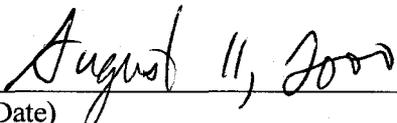
AFFIDAVIT

STATE OF LOUISIANA)
PARISH OF BATON ROUGE)

I certify that if the applicant is an Arizona corporation, a current copy of the Articles of Incorporation is on file with the Arizona Corporation Commission and the applicant holds a Certificate of Good Standing from the Commission. If the company is a foreign corporation or partnership, I certify that the company has authority to transact business in Arizona. I certify that all appropriate city, county and/or State agency approvals have been obtained. Upon signing of this application, I attest that I have read the Commission's rules and regulations relating to the regulations of telecommunications services and that the company will abide by Arizona State Law including the Arizona Corporation Commission Rules and Regulations. I agree that the Commission's rules apply in the event there is a conflict between those rules and the company's tariff, unless otherwise ordered by the Commission. I certify that to the best of my knowledge the information provided in this Application and Petition is true and correct.

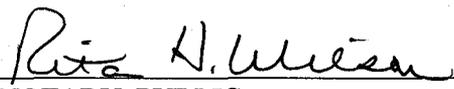


Paul F. Guarisco, Deputy General Counsel
Actel Integrated Communications, Inc.



(Date)

SUBSCRIBED AND SWORN to before me this 11th day of August, 2000.



NOTARY PUBLIC

My Commission Expires at death.