0000009076

CONVERGEN
COMMUNICATIONS

RECEIVED
AZ CORP COMMISSION

FEB 4 11 32 AM '00

DOCUMENT CONTROL

February 3, 2000

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

RE: Convergent Communications Services, Inc. (Docket No. T-03628A-98-0537)

To Whom It May Concern:

Enclosed, please find the original and ten (10) copies of a replacement tariff to accompany the pending application of Convergent Communications Services, Inc. Convergent's application for Interexchange service authority is currently pending in Docket No. T-03628A-98-0537. This version of Convergent's tariff includes maximum rates.

Please feel welcome to contact me at one of the phone numbers below with any questions you may have pertaining to Convergent Communications Services, Inc.

Thank you for your assistance with this filing.

Sincerely,

Karen L. Bedell
Senior Director, External Affairs
Convergent Communications
Phone: (303) 749-3093
Fax: (303) 749-3113
email: kbedell@converg.com

ARIZONA

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

Convergent Communications Services, Inc.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of intrastate interexchange telecommunications services provided by Convergent Communications Services, Inc. ("Convergent") within the State of Arizona. This tariff is on file with the Arizona Corporation Commission. Copies may also be inspected during normal business hours at 400 Inverness Drive South, Suite 400, Englewood, CO 80112.

Issued: February 4, 2000

Effective:

Issued by: Karen L. Bedell, Senior Director, External Affairs
Convergent Communications Services, Inc.
400 Inverness Drive South, Suite 400
Englewood, Colorado 80112

CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

PAGE	REVISION LEVEL	PAGE	REVISION LEVEL
Title	Original	26	Original
1	Original	27	Original
2	2nd Revised*	28	Original
3	Original	29	Original
4	Original	30	Original
5	Original	31	Original
6	Original	32	Original
7	Original	33	1st Revised
8	Original	34	1st Revised
9	Original	35	1st Revised
10	Original	36	Original
11	Original	37	1st Revised
12	Original	38	1st Revised
13	Original	39	Original
14	Original	40	Original
15	Original	41	Original*
16	Original	42	Original*
17	Original	43	Original*
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		

TABLE OF CONTENTS

Title Page 1
Check Sheet 2
Table of Contents 3
Symbols 4
Tariff Format 5
Application and Scope of Tariff 6

Section 1 - Explanation of Terms and Abbreviation 7
Section 2 - General Rules and Regulations 10
Section 3 - Service Descriptions 29
Section 4 - Rate Specifications 34
Section 5- Promotional Offerings 39
Section 6 - Individual Case Basis (ICB) Arrangements 40
Section 7 - Current Rates 41

SYMBOLS

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

C - Identifies a changed regulation.

D - Identifies a discontinued rate or regulation

I - Identifies an increase in rate

M - Identifies a move in the location of text

N - Identifies a new rate or regulation

R - Identifies a reduction in a rate

T - Identifies a change in text only

TARIFF FORMAT

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

B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14.

C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level, as shown by the following sequence:

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

D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the 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 on file with the Commission.

APPLICATION AND SCOPE OF TARIFF

Application - This tariff contains the rates and regulations applicable to interexchange services provided by Convergent Communications Services, Inc. (Convergent) between and among points within the State of Arizona.

Scope – Convergent's services are provided in Arizona subject to the availability of facilities and subject to the terms and conditions of this tariff. All services within the jurisdiction of the Commission provided by Convergent between and among points in Arizona are governed by this tariff.

Interconnection with Other Carriers - Service provided by Convergent may be connected with services or other facilities provided by carriers other than Convergent. However, service provided by Convergent is not part of a joint undertaking with any other carrier providing telecommunications channels, facilities, or services.

Customer Service - The toll free number for Convergent's Customer Service is (800) 898-3121.

SECTION 1 - EXPLANATION OF TERMS AND ABBREVIATIONS

Calls - Telephone messages completed by customers.

Charges - Monthly recurring and non-recurring amounts billed to Customers for service.

Commission - The Arizona Corporation Commission.

Company or Carrier - Convergent Communications Services, Inc.

Convergent - Convergent Communications Services, Inc.

Customer - The person, firm, association, corporation or other entity which orders service and is responsible for the payment of charges and for compliance with Convergent's tariff regulations.

Customer Contact - A written agreement between the Customer and Convergent containing or referring to the rates and regulations applicable to the service being provided.

Customer Premises Equipment - All terminal equipment normally used on the Customer's premises. This equipment may be Customer-owned, or may be owned by Convergent or by another supplier and leased to the Customer.

Delinquent or Delinquency - An account for which an uncontested bill or payment for regulated services has not been paid in full on or before the last day for timely payment. This term may also apply to a contested bill for which the Commission finds the Customer's complaint to be without merit.

Depositor - The Customer from whom a deposit is received.

Disconnect or Disconnection - The disabling of circuitry to prevent outgoing and/or incoming calls.

Enterprise Network Services - (ENS) Convergent's principal set of service offerings -the delivery under long-term contract of one or more of the Company's data and telephony services utilizing the Company's owned network inside the customer's premises.

Exchange - A geographic area in which there is a uniform set of charges for telephone service.

Individual Case Basis - The application of a rate, charge, or condition of a tariff as determined by individual circumstances.

IntraLATA Service - The completion of calls between points within the boundaries of a Local Access Transport Area.

Interexchange Service - The provision of intrastate telecommunications services and facilities between local exchanges.

InterLATA Service - The completion of calls between Local Access Transport Areas.

Local Access Transport Area - A geographic area within which Bell Operating Companies are permitted to offer interexchange service. These areas were established as a result of the break-up of the former Bell System.

Message - A telephone call made by a Customer.

Month - For billing purposes, a month is considered to have thirty (30) days.

Rates - The usage amounts billed to customers for regulated services and/or equipment.

Suspend or Suspension - To disconnect or impair a service temporarily in order to disable either outgoing or incoming calls or both.

Timely Payment - A payment of the Customer's account made within 30 days of the due date shown on a current bill for rates and charges, or by an agreement between the Customer and Convergent for a series of partial payments to settle a delinquent account.

10XXX Access - A dialing method that enables a Customer to reach the long distance carrier of the Customer's choice even if the Customer is not a regular customer of that long distance carrier.

1.2 Explanation of Abbreviations

AT&T - AT&T Communications

BOC - Bell Operating Company

DA - Directory Assistance

E911 - Enhanced 911 Service

EAS - Extended Area Service

ENS - Enterprise Network Services

FCC - Federal Communications Commission

ICB - Individual Case Basis

LATA - Local Access Transport Area

NPA - Numbering Plan Area (Area Code)

SNI - Standard Network Interface

TRS - Telecommunication Relay Service

SECTION 2 - GENERAL RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 General

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Arizona under the terms of this tariff. Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Limitations

(A) The Company reserves the right to limit or to 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.

(B) Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this tariff.

(C) The Company reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this tariff, signed contract, or the law, with notice as required by the rules of the Commission.

(D) The Company does not undertake to transmit messages, but offers the use of its facilities, when available, for that purpose.

2.1.3 Terms and Conditions

(A) Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

(B) Customers may be required to enter into written Service Agreements which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff.

(C) At the expiration of the initial term specified in each Service Agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Agreement and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Agreement shall survive such termination.

2.2 Use of Services

2.2.1 Lawful Purpose

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited, consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of service.

Customer, at Customer's own expense, shall be responsible for all charges relating in any way to the provision of the Services, including, without limitation, charges arising from misuse, of the Services which is illegal, unlawful, or harassing. Customer must maintain reasonable security procedures and standards with respect to Customer's equipment that interface with the Services.

2.2.2 Prohibited Uses

(A) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

(B) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

(C) The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and FCC and Commission regulations, policies, orders, and decisions.

(D) If the Company receives other evidence giving reasonable cause to believe that such services are being used or are likely to be used for unlawful and/or fraudulent purpose; it may either discontinue the services and/or refer the matter to the appropriate law enforcement agency in accordance with law and/or Commission rules.

2.2.3 Recording Devices

The Company's services are not designed for the use of recording devices, and Customers who use such devices to record two-way telephone conversations do so at their own risk.

2.2.4 Use of Service Mark

No customer shall use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment promotion, or publication of the customer without the prior written consent of the Company.

2.2.5 Obligations of the Customer

The Customer shall be responsible for the payment of all applicable charges pursuant to this tariff.

2.2.6 Claims

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

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

(B) 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, without limitation, use of the Company's services ad facilities in a manner not contemplated by the agreement between Customer and Company.

2.3 Liability of the Company

2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an Act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's direct control.

2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, or information transmitted.

2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.

2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishings of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.

2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person, or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.

2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of finishing service.

2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.4 Responsibilities of the Customer

2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.

2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.

2.4.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.

2.4.4 The Customer is responsible for arranging access to its premises at time mutually agreeable to the Company and the Customer when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.

2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.

2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's networks are of the proper mode, bandwidth, power, and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the FCC or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company equipment, personnel or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company, may, upon written notice, terminate the Customer's service.

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

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

2.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.

2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal, and local authorities having jurisdiction over the service.

2.5 Cancellation or Interruption of Services

2.5.1 Without incurring liability, upon five (5) working days (defined as any day on which the Company's business office is open and the U. S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of order or contracted services:

(1) For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due;

(2) For violation of any of the provisions of this tariff;

(3) For violation of any, rule, regulation, policy of any governing authority having jurisdiction over the Company's services; or

(4) By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

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

2.5.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.

2.5.4 The Customer may terminate service upon thirty (30) days written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

2.6 Credit Allowances

Credit shall not be issued for unavailability of long distance services. Credit may be given for disputed calls, on a per call basis.

2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the FCC.

2.8 Application for Service

2.8.1 Information Required

When applying for service, each prospective Customer will be required to furnish the Company with the following information:

(A) The name of the party who will be responsible for payment for the service provided;

(B) The address or addresses or exact location of the premises where services are to be provided and billed;

(C) any information required to make a proper identification of appropriate creditworthiness.

2.8.2 Initiation of Service

Service shall be deemed to be initiated upon the service activation date.

2.9 Deposits

Applicants for service or existing 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 provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, up to any amount equal to the applicable installation charges, if any, and/or up to the three month's actual or estimated usage charges for service to be provided. Any applicant or Customer may also be required, at any time, whether before or after the commencement of service, to provide such other assurances of, or security for, the payment of the Company's charges for its services as the Company may deem necessary, including without limitation, advance payments for service, third party guarantees of payment, pledges or other grants of security interests in the Customer's assets, and similar arrangements. The required deposit or other security may be increased or decreased by the Company as it deems appropriate in the light of changing conditions. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. In case of a cash deposit, simple interest at a rate of six percent (6%) annually will be paid for the period during which the deposit is held by the Company unless a different rate has been established by the appropriate legal authority in the jurisdiction in which the Company service in question is provided. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request. A deposit may be required in addition to an advance payment.

Deposits shall be sent to Convergent Communications Services, Inc. Department 1001, Denver, Colorado 80291-1001. The Company will maintain records that show the name and address of each depositor, the amount and date of the deposit, and each transaction concerning the deposit. Deposits shall be returned or credited to the Customer after not more than twelve (12) consecutive months of prompt payment of bills, which may include eleven (11) timely payments and one automatic forgiveness of late payment. Unclaimed deposits, together with accrued interest, shall be credited to an appropriate account and shall be disposed of in accordance with the law. The account shall be reviewed after twelve (12) months of service, and if the deposit is retained, it shall again be reviewed at the end of the Company's accounting year or on the anniversary of the account.

2.9.1 Customer Obligations

The existence of a deposit in no way relieves the Customer of the obligation to comply with the Company's regulations for the prompt payment of bills.

2.10 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advanced payment will not exceed an amount equal to the Non-Recurring Charge(s) and one month's charges for the service or facility. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.11 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer or its joint authorized users by the Company.

The Customer is responsible for payment of all charges for services furnished by the Company to the Customer or its joint or authorized users. This responsibility is not changed by virtue for any use, misuse, or abuse of the Customer's service or customer-provided systems, equipment, facilities, or services interconnected to the Customer's service which use, misuse, or abuse may be occasioned by third parties, including, without limitation, the Customer's employees or other members of the public.

Non-recurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.

The Company shall present an invoice for Recurring Charges monthly to the Customer, in advance of the month which service is provided, and Recurring charges shall be due and payable within 30 days after the invoice date.

2.11.1 Collection Of Charges

No collection efforts other than the rendering of the bill shall be undertaken until the delinquency date.

When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro-rata basis. For this purpose, every month is considered to have 30 days.

Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement, or component is discontinued.

The bill form or a bill insert will provide the following information: the dates at the beginning and end of the billing period; the last date for timely payment shall be clearly shown and shall not be less than twenty (20) days after the bill is rendered; the amount of the net charge, stated by category, directory assistance, taxes and surcharges, and any late payment charge, together with the gross amount of the bill, with separate entries for total amounts current or in arrears. The Company will comply with reasonable requests for bill detail.

2.12 Payment for Service

2.12.1 Late Penalty Charge

Each account will be granted one complete forgiveness of a late payment charge each calendar year. On one monthly bill in each period of eligibility, the net amount of such bill will be accepted as full payment for the month after expiration of the net payment period. The Customer will be notified by mailed written notice that the eligibility has been used. Such forgiveness of late payment charges will have no effect on the credit rating of the Customer.

A late payment charge equal to 1.5 % per month of the past due amount will be assessed for amounts not paid within thirty (30) days from the date of the invoice.

2.12.2 Partial Payment

If a customer makes a partial payment in a timely manner and does not designate the service for which the payment is made, the payment shall first be applied to the undisputed balance for local service, with the remainder applied on a pro rata basis to deregulated and unregulated services other than toll. Any late payment penalty charge will be applied only to the outstanding balance for utility services, except interstate and related taxes.

2.12.3 Taxes and Other Fees

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein.

If an entity other than the Company (e.g., another carrier or supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which the Company's non-recurring charge is specified, those charges will be passed on to the customer.

2.12.4 Collection Costs

In the event the Company is required to initiate legal proceedings to collect any amounts due to the Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to the Company for all reasonable costs incurred by the Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

2.12.5 Returned Check Charge

A fee will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

2.13 Disputes and Complaints

2.13.1 Disputed Bills

In the event of a dispute concerning the bill, the Company will require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint using the complaint procedures in Section 2.10.2 shall continue, and for not less than forty-five (45) days after the rendering of the disputed bill, the service shall not be disconnected for nonpayment of the disputed amount. The 45-day period may be extended by up to sixty (60) days if requested of The Company by the Commission in the event that the Customer files a written notice of a dispute with respect to the Company's charges within two (2) years from the later of the date of the bill or the date of the discovery of the dispute, the bill shall be deemed correct and binding upon the Customer.

2.13.2 Complaint Procedures

Inquiries, general questions, or complaints may be directed informally to the Company's Customer Service Department. The toll free number is 1-800-335-3811. Complaints concerning the charges, practices, facilities, or services of the Company will be investigated promptly and thoroughly. The Company will keep records of each complaint showing the name and address of the complainant, the date and nature of the complaint, its disposition, and all other pertinent facts dealing with the complaint that will enable the Company to review and analyze its procedures and actions. The records maintained by the Company under this tariff will be available for inspection by the Commission or its staff upon request. Within thirty (30) days of the receipt of a written complaint, the Company will provide written notice to the Customer of the status of the complaint. Each complaint will be mailed a statement of the complainant's right to contact the Commission at:

Arizona Corporate Commission
1200 W. Washington Street
Phoenix, AZ 85007
(602) 542-4251

2.14 Cancellations of Application for Service

Applications for service are noncancellable unless the Company otherwise agree. Where the Company permits Customer to cancel an application for service prior to the start of service, no charges will be imposed except for those specified below.

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have 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 (all discounted to present value at six percent (6%). The Company may discontinue the furnishings of any and/or all service(s) to a Customer, without incurring any liability.

Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services, the Company may discontinue service pursuant to this subsection where:

(1) The Customer refuses to furnish information to the Company regarding the Customer's creditworthiness, past or current use of common carrier communications services or its planned use of service(s);

(2) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s);

(3) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.7;

(4) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed or used;

(5) The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service;

(6) 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:

   (a) using or attempting to use services by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff;
   (b) using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
   (c) using any fraudulent means or device.

(7) Immediately upon written notice to the Customer of any sum thirty (30) days past due;

(8) Immediately upon written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.10; or

(9) Seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period.

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 and owing for service(s) furnished up to the time of discontinuance.

2.15 Transfers and Assignments

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

2.16 Notice and Communications

2.16.1 The Customer shall designate on the Service Agreement an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.16.2 The Company shall designate on the Service Agreement an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.16.3 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 placement 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.

2.16.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.17 Information Service Access Blocking

Access to "900" and "976" prefix numbers will be blocked.

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Easy Access

A Switched Long Distance Product that does not require the customer to purchase any other product or combination of products. Usually purchased by a customer on a call in basis or as a "trial" service to test the services of the Company.

3.2 Executive Network

A switched Long Distance Product that requires the purchase of at least one other Long Distance Product. Usually purchased by a customer in conjunction with Toll Free type service or travel cards.

3.3 Network Plus

A switched Long Distance Product that requires the purchase of another product not part of the Long Distance Product Family. Usually purchased by a customer in conjunction with other ENS services such as Frame Relay, Internet Services, WAN/LAN, and equipment.

3.4 V.I.P. Network

A switched Long Distance Product that requires the purchase of multiple products not part of the Long Distance Product Family. Usually purchased by a customer in conjunction with other ENS services such as Frame Relay, Internet Services, WAN/LAN, and equipment.

3.5 Dedicated One

A dedicated Long Distance Product that requires the purchase of an ENS product with Dedicated Access Line charges not included. Usually purchased by a customer in conjunction with other ENS services such as Frame Relay, Internet Services, WAN/LAN and equipment.

3.6 Dedicated Plus

A dedicated Long Distance Product that requires the purchase of an ENS product with Dedicated Access Line charges included. Usually purchased by a customer in conjunction with other ENS services such as Frame Relay, Internet Services, WAN/LAN and equipment.

3.7 Employee Service

A switched Long Distance Product that does not require the employee to purchase any other product or combination of products. Only available to the Company's employees or designated contractors. Contractors must be approved by the Human Resources Department prior to placing an order for service.

3.8 Convergent Access Services

3.8.1. Travel Card, Debit Card, and Conference Services

Debit Card Service, and Conference Services are available.

Travel Card Service enables a customer to place phone calls anywhere within the State.

Debit Card service enables customer to place prepaid phone calls anywhere within the State.

Conference Service is an operator established or automated service. It enables a Customer to place a telephone call between a calling party and one or more called parties. Operator handled conference services are established by an operator for parties residing in different locations. Convergent, upon request, will establish a conference call at a Customer specified time. Customers may also dial into a toll free number and establish a conference call without the assistance of an operator.

3.8.2 Calling Card Features

- **Operator Assistance** – The customer presses the star key and the zero key for assistance with dialing and directory assistance.
- **Voice News Network** – The customer presses the star key and the one key to access the latest weather, sports, stock quotes, headlines, soap opera updates, news, horoscopes, and lottery results.

3.9 Toll Free Service

Upon availability, Convergent Standard 800 Service provides Customers with an 800 number using the 1-800-XXX-XXXX format. When switching from their former 800 service provider to Convergent Standard 800 Service, Customers may retain their existing 800 number. If the Customer desires, the Customer may order area code blocking, which permits calls originating from area codes designated by the Customer to be blocked.

3.9.1 Toll Free Routing Features:

- **Message Referral** - provides a recording (up to six months) that informs callers that the toll-free number has been disconnected or refers callers to a new toll-free number. This prevents end-user confusion and increases traffic to the new number.
- **Call Area Selection** increases target-marketing capabilities by allowing users to specify from where toll-free calls can be received.
- **Route Completion** provides the capability to reroute dedicated access traffic to predefined alternate routing groups, minimizing revenue loss due to busy lines.
- **Geographic Routing** provides users with the capability to specify multiple points of termination based on the call's origin. Calls originating from a specific region can be routed to a particular location.
- **Call Distributor** allows a customer to spread their incoming traffic evenly over their dedicated access lines in a trunk group. Customers can specify either ascending, descending, most idle, or least idle. Default setting is "most idle."
- **Time of Day Routing** routes calls to a single Toll-Free number based on the time of day (up to forty-eight (48) time slots of 15-minute increments in a 24-hour period).
  Day of Week Routing routes calls to a single Toll-Free number based on each day of the week.
  Day of Year Routing routes calls to a single Toll-Free number based on up to fifteen (15) customer-specified holidays.
- **Percent Allocation Routing** routes calls for each originating routing group to two (2) or more terminating locations based on a customer-specified percentage.

3.10 Term Rider Discounts

Customer has the option of choosing a Term Commitment to receive discount percentages on the VIP Network or Dedicated One products. Customer will receive a discount on its long distance services based on the Term Commitment selected. Discounts apply to long distance charges only, for 1+, Toll Free Inbound, and Travel Cards.

Term	Switched Discount	Dedicated Discount
1 year	1%	3%
3 year	3%	5%
5 year	5%	7%

3.11 Conferencing Services N

3.11.1 Audio Conferencing

Audio Conferencing provides a call between three or more people linked by telecommunications through a conferencing bridge. Access to the audio conferencing bridge will be either through an 800 number or direct dial into a toll number. The ability to make a conference call without a reservation or assistance from a Conferencing Specialist is also available.

Call Types

- **Dial-Out –** A Conference Specialist calls each participant at a designated time. The participant is then placed into the conference.

- **Meet-Me –** Participants call into the Conference Center at a designated time and are placed into the conference by a Conference Specialist. Access is available via either toll or toll free.

- **Pass Code –** Participants call into the Conference Center at a designated time and join the conference be entering a pre-assigned numeric pass code. Access is available via either toll or toll free. N

SECTION 4 - RATE SPECIFICATIONS

4.1 Easy Access Rates

	Maximum	
		N
Per Minute	$0.230	N

Calls are billed based on a 6-second minimum and additional increments of six seconds thereafter.

4.2 Executive Network Rates

	Maximum	
		N
Per Minute	$0.210	N

Calls are billed based on a 6-second minimum and additional increments of six seconds thereafter.

4.3 Network Plus Rates

	Maximum	
		N
Per Minute	$0.200	N

Calls are billed based on a 6-second minimum and additional increment of six seconds thereafter.

4.4 V.I.P. Network Rates

	Maximum	
		N
Per Minute	$0.190	N

Calls are billed based on a 6-second minimum and additional increments of six seconds thereafter.

4.5 Dedicated One Rates

	Maximum	
		N
Per Minute	$0.130	N

Calls are billed based on a 6-second minimum and additional increments of six seconds thereafter.

4.6 Dedicated Plus Rates

	Maximum	
		N
Per Minute	$0.140	N

Calls are billed based on a 6-second minimum and additional increments of six seconds thereafter.

4.7 Employee Service Rates

	Maximum	
		N
Per Minute	$0.200	N

Calls are billed based on a 6-second minimum and additional increments of six seconds thereafter.

4.8 Calling Card Services

Calls are billed based on one-minute minimum and additional increments of one minute thereafter.

4.8.1 Easy Access Service

	Maximum	
		N
Per Minute	$0.280	N

4.8.2 Executive Network

	Maximum	
		N
Per Minute	$0.270	N

4.8.3 Network Plus

	Maximum	
		N
Per Minute	$0.260	N

4.8.4 V.I.P. Network

	Maximum	
		N
Per Minute	$0.250	N

4.8.5 Dedicated One

	Maximum	
		N
Per Minute	$0.250	N

4.8.6 Dedicated Plus

	Maximum	
		N
Per Minute	$0.250	N

4.8.7 Employee Rate

	Maximum	
		N
Per Minute	$0.260	N

4.8.8 Calling Card Features

Operator Assistance	Per Call
Direct connect/station-to-station	$0.98
Direct connect/person-to-person	$4.55

	Per Minute
Voice News Network	$0.38

4.8.9 Calling Card Surcharges

	Per Call
Intrastate Calling Card Call	$0.25
Intrastate Calling Card Call via payphone	$0.30

4.9 Toll Free Service Rates

4.9.1 Easy Access Service

	Maximum	
		N
Per Minute	$0.230	N

4.9.2 Executive Network

	Maximum	
		N
Per Minute	$0.210	N

4.9.3 Network Plus

	Maximum	
		N
Per Minute	$0.200	N

4.9.4 V.I.P. Network

	Maximum	
		N
Per Minute	$0.190	N

4.9.5 Dedicated One

	Maximum	
		N
Per Minute	$0.130	N

4.9.6 Dedicated Plus

	Maximum	
		N
Per Minute	$0.140	N

4.9.7 Employee Service

	Maximum	
		N
Per Minute	$0.200	N

Calls are billed based on a 6-second minimum and additional increments of six seconds thereafter.

4.9.8 Routing Features

	Per Feature Charge	Max Per Toll-Free Number
Installation Charge	$ 65.00	$325.00
Change Order Charge	$ 65.00	$325.00
Monthly Recurring Charge	$ 32.50	$195.00
Expedite Charge	$650.00	N/A
(outside normal interval time of four (4) business days)		
Specific Number Request	$ 25.00	N/A

4.10 Directory Assistance

Per Listing Requested $0.60

4.11 Returned Check Charge

Per check $25.00

4.12 Payphone Dial-Around Surcharge

A dial-around surcharge of $0.25 per call will be added to any completed Intrastate toll access code and subscriber Toll Free type calls placed from a public or semi-public payphone.

4.13 Conferencing Services N

4.13.1 Audio Conferencing

Type	Rate Per Minute Per Participant
800 Passcode Meet Me	$0.23
800 Meet Me	$0.33
Dial Out	$0.33
Toll Meet Me	$0.23
Toll Passcode Meet Me	$0.20
Additional Services	
Question and Answer Session	$35.00
Fax Distribution of Conference Materials	$0.85 per page
Digital Playback	$0.30 per minute/line
Tape Recording	$12.00
Each Additional Tape	$6.00
Transcription	$4.75
Participant Notification Call	$1.75 per person N

SECTION 5 - PROMOTIONAL OFFERINGS

From time to time the Company may engage in special promotional offerings. These offerings may be limited to certain dates, times and/or locations. These promotions may be in the form of waived or reduced recurring and nonrecurring fees, lowered usage charges, or other actions designed to attract new customers or to increase existing Customer awareness of a particular service.

SECTION 6 - INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. The Company may choose to offer certain ICB rates to the Customer in writing and on a non-discriminatory basis.

The Company may choose to offer certain features or services provided by another Local Exchange Carrier, which are not currently tariffed, on a temporary basis at the time the customer chooses the Company as their service provider. This temporary basis may continue until such time, at the Company's discretion, the features or services are discontinued, offered under a Custom Price or ICB arrangement or under a tariff offering if sufficient market demand warrants.

SECTION 7 – CURRENT RATES N

7.1 Easy Access Rates M

Per Minute $0.123

7.2 Executive Network Rates

Per Minute $0.118

7.3 Network Plus Rates

Per Minute $0.113

7.4 V.I.P. Network Rates

Per Minute $0.108

7.5 Dedicated One Rates

Per Minute $0.060

7.6 Dedicated Plus Rates

Per Minute $0.070

7.7 Employee Service Rates

Per Minute $0.113 M

7.8 Calling Card Services M

7.8.1 Easy Access Service

Per Minute $0.200

7.8.2 Executive Network

Per Minute $0.180

7.8.3 Network Plus

Per Minute $0.170

7.8.4 V.I.P. Network

Per Minute $0.160

7.8.5 Dedicated One

Per Minute $0.160

7.8.6 Dedicated Plus

Per Minute $0.160

7.8.7 Employee Rate

Per Minute $0.170 M

4.9 Toll Free Service Rates M

4.9.1 Easy Access Service

Per Minute $0.111

4.9.2 Executive Network

Per Minute $0.106

4.9.3 Network Plus

Per Minute $0.101

4.9.4 V.I.P. Network

Per Minute $0.096

4.9.5 Dedicated One

Per Minute $0.085

4.9.6 Dedicated Plus

Per Minute $0.095

4.9.7 Employee Service

Per Minute $0.101 M