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September 29, 2004
Via Overnight

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

Arizona Corporation Commission
DOCKETED
SEP 30 2004
DOCKETED BY

Re: Initial Local Exchange Tariff
Citynet Arizona, L.L.C.
Docket No. T-04201A-03-0552

Dear Sir/Madam:

DEC NO. 66837

Enclosed for filing please find the original and thirteen (13) copies of the initial Local Exchange Services Tariff of Citynet Arizona, L.L.C. This filing is being submitted in connection with Docket No. T-04201A-03-0552. The Company respectfully requests an effective date of October 30, 2004.

The tariff is based on the illustrative tariff submitted with the company's application for local exchange service, but contains new and more detailed service descriptions and rates.

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

Any questions regarding this application or tariff should be directed to my attention at (407) 740-8575. Thank you for your assistance in this matter.

Sincerely,

Carey Roesel
Consultant to Citynet Arizona, L.L.C.

cc: Mark Montano, N FINET
file: N FINET - AZ (Local)
tms: AZI0401

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Arizona

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

OF

CITYNET ARIZONA, LLC

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by Citynet Arizona, LLC, with principal offices at 1402 E Buckeye Rd Suit 100, Phoenix, AZ 85034 for services furnished within the State of Arizona. 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.

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CHECK SHEET

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

SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
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* included in this filing.

CHECK SHEET, (CONT'D.)

SECTION	PAGE	REVISION
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* included in this filing.

EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF

The following symbols shall be used in this tariff for the purpose indicated below:

(C) To signify changed regulation.
(D) To signify discontinued rate or regulation.
(I) To signify increased rate.
(M) To signify a move in the location of text.
(N) To signify new rate or regulation.
(R) To signify reduced rate.
(S) To signify reissued matter.
(T) To signify a change in text but no change in rate or regulation.

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by Citynet Arizona, LLC, hereinafter referred to as the Company, to Customers within the state of Arizona. Citynet Arizona, LLC's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the Arizona Corporation Commission. In addition, this tariff is available for review at the main office of Citynet Arizona, LLC, at 1402 E Buckeye RD Suite 100, Phoenix, AZ 85034.

TARIFF FORMAT

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

B. **Page 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. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.

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

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

D. **Check Sheets** - When a 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 (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain 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 page is the most current on file with the Commission.

SECTION 1 - DEFINITIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

Account - A Company accounting category containing up to two (2) residential local exchange access lines billed to the same Customer at the same address. The second or non-primary local exchange access line will share any call allowance of the primary local exchange access line. The second or non-primary local exchange access line therefore will not be provisioned to include a separate call allowance structure. No features are included with the second or non-primary local exchange access line.

Account Codes - Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

Advance Payment - Part or all of a payment required before the start of service.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Commission - Arizona Corporation Commission.

Common Carrier - An authorized company or entity providing telecommunications services to the public

Company - Citynet Arizona, LLC, the issuer of this tariff.

Customer - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Customer Terminal Equipment - Terminal equipment provided by the Customer.

SECTION 1 - DEFINITIONS, (CONT'D.)

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

End Office - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

Exchange Telephone Company or Telephone Company - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

ICB - Individual Case Basis.

IXC or Interexchange Carrier- A long distance telecommunications services provider.

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

SECTION 1 - DEFINITIONS, (CONT'D.)

Monthly Recurring Charges - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

MOU - Minutes of Use.

CITYNET ARIZONA, LLC - Citynet Arizona, LLC , issuer of this tariff.

NECA - National Exchange Carriers Association.

Non-Recurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

PBX - Private Branch Exchange

PIN - Personal Identification Number. See Authorization Code.

Point of Presence ("POP") - Point of Presence

Recurring Charges - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

Service - Any means of service offered herein or any combination thereof.

Service Order - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Serving Wire Center - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Shared Inbound Calls - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "101XXXX" with 1 + 10-digit number.

SECTION 1 - DEFINITIONS, (CONT'D.)

Station - The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

Subscriber - The person, firm, partnership, corporation, or other entity who orders telecommunications service from Citynet Arizona, LLC . Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

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

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

UNE Zone- Geographic area established by the Commission pursuant to Section 51.507(f) of the Code of Federal Regulations.

Usage Charges - Charges for minutes or messages traversing over local exchange facilities.

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the state of Arizona.

The Company is responsible under this tariff only for the services and facilities provided hereunder, 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 Shortage of Equipment or Facilities

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. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

A. Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

B. Except as otherwise stated in this tariff, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

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

D. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

E. Service may be terminated upon written notice to the Customer if:

.1 the Customer is using the service in violation of this tariff; or

.2 the Customer is using the service in violation of the law.

F. This tariff shall be interpreted and governed by the laws of the state of Arizona regardless of its choice of laws provision.

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (Cont'd.)

G. Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

H. To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability

A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6.

B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:

.1 Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;

.2 Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

.3 Any unlawful or unauthorized use of the Company's facilities and services;

.4 Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;

.5 Breach in the privacy or security of communications transmitted over the Company's facilities;

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

D. (Cont'd.)

.6 Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A. of this Subsection 2.1.4.

.7 Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

.8 Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

.9 Any noncompletion of calls due to network busy conditions;

.10 Any calls not actually attempted to be completed during any period that service is unavailable;

.11 And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

F. The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

G. Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.

H. **Directory Errors** - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

I. With respect to Emergency Number 911 Service:

.1 This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.

.2 Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

I. With respect to Emergency Number 911 Service, (Cont'd.)

.3 When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

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

D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.

E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

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

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

(1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or

(2) the reception of signals by Customer-provided equipment.

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.7 Non-routine Installation

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

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;

B. of a type other than that which the Company would normally utilize in the furnishing of its services;

C. over a route other than that which the Company would normally utilize in the furnishing of its services;

D. in a quantity greater than that which the Company would normally construct;

E. on an expedited basis;

F. on a temporary basis until permanent facilities are available;

G. involving abnormal costs; or

H. in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this rate sheet remains in the Company, its partners, agents, contractors or suppliers.

SECTION 2 - REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

2.2.1 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.

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

2.2.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

2.2.4 A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

A. the payment of all applicable charges pursuant to this tariff;

B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

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

D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C.) Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (Cont'd.)

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

F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1D.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

G. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and

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

SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Liability of the Customer

A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

B. To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the 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 (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other rate sheet of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this rate sheet including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this rate sheet is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

A. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

SECTION 2 - REGULATIONS, (CONT'D.)

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

2.4.3 Interconnection of Facilities

A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

B. Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.

C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an is "End User", as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

SECTION 2 - REGULATIONS, (CONT'D.)

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

2.4.4 Inspections

A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

2.5.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

A. Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.

B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges, (Cont'd.)

C. 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 pro rata based on the actual number of days in the month.

D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date 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.

E. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within twenty (20) days of the mail date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%.

F. The Customer will be assessed a *maximum* charge of thirty-five ($35.00) for each check or other payment type submitted by the Customer to the Company that a bank or financial institution refuses to honor. See Section 10, Page 9 for current charges.

G. If service is disconnected by the Company in accordance with Section 2.5.6 following and later restored, restoration of service will be subject to all applicable installation charges.

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Disputed Bills

A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.

B. Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Arizona Corporation Commission, 1200 West Washington Street, Phoenix, Arizona 85007.

C. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

2.5.4 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. The advance payment will be applied to the first full billing cycle statement and additional one (1) month advance payment will be required for each subsequent month. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Deposits

A. The Company does not collect deposits.

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Discontinuance of Service

A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving five (5) days written notice to the Customer, discontinue or suspend service without incurring any liability.

B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving five (5) days written notice to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Discontinuance of Service, (Cont'd.)

D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

E. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

F. In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

G. Upon the Company's discontinuance of service to the Customer under Section 2.5.6 A. or 2.5.6 B., the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

H. Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.

I. Without notice in the event of tampering with the equipment or services furnished by the Company.

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.7 Cancellation of Application for Service

A. Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

B. 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, a charge equal to the costs incurred by the Company, 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 commenced (all discounted to present value at six percent).

C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

D. The special charges described in 2.5.7 A. through 2.5.7 C. will be calculated and applied on a case-by-case basis.

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.8 Changes in Service Requested

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

SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 General

A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this rate sheet.

B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

SECTION 2 - REGULATIONS, (CONT'D.)

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

2.6.1 General, (Cont'd.)

C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.6.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

A. Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including but not limited to the Customer;

B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;

C. Due to circumstances or causes beyond the reasonable control of the Company;

D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.6.3), or utilize another service provider;

SECTION 2 - REGULATIONS, (CONT'D.)

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

2.6.2 Limitations of Allowances, (Cont'd.)

F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and

H. That was not reported to the Company within thirty (30) days of the date that service was affected.

2.6.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.6.4 Application of Credits for Interruptions in Service

A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

B. For calculating credit allowances, every month is considered to have thirty (30) days.

C. A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

SECTION 2 - REGULATIONS, (CONT'D.)

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

2.6.4 Application of Credits for Interruptions in Service, (Cont'd.)

D. Interruptions of 24 Hours or Less

Length of Interruption	Amount of Service To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E. Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

F. Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

SECTION 2 - REGULATIONS, (CONT'D.)

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

2.6.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

2.7 Use of Customer's Service by Others

2.7.1 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

SECTION 2 - REGULATIONS, (CONT'D.)

2.8 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

2.8.1 Termination Liability

The Customer's termination liability for cancellation of service shall be equal to:

A. all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus

B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus

C. all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;

D. minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

2.9 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:

2.9.1 to any subsidiary, parent company or affiliate of the Company; or

2.9.2 pursuant to any sale or transfer of substantially all the assets of the Company; or

2.9.3 pursuant to any financing, merger or reorganization of the Company.

SECTION 2 - REGULATIONS, (CONT'D.)

2.10 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this rate sheet.

2.10.1 Customer Liability for Fraud and Unauthorized Use of the Network

A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.

B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as an renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.

D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this rate sheet, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars ($50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

SECTION 2 - REGULATIONS, (CONT'D.)

2.11 Notices and Communications

2.11.1 The Customer shall designate on the Service Order 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.

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

2.11.3 Except as otherwise stated in this tariff, 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.

2.11.4 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.

2.12 Taxes, Fees and Surcharges

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes, fees and surcharges are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

SECTION 2 - REGULATIONS, (CONT'D.)

2.12 Taxes, Fees and Surcharges, (Cont'd.)

2.12.1 Arizona Universal Service Fund (AUSF)

In addition to all other taxes and fees that are listed herein or passed through in the normal course of business (e.g. sales tax), the Company shall also add an amount to be collected to each bill for recovery of the Arizona Universal Service Fund (AUSF).

Towards the ultimate goal that basic service be available and affordable to all citizens of the state, the Arizona Corporation Commission has created support mechanisms to assist in the provision of such service in high-cost areas. Pursuant to Arizona Administrative Code, R14-2, Article 12, the Rule directs that the surcharge will be levied on all telecommunications service purchased by end-users.

The Arizona Universal Service Fund (AUSF) surcharge will be the amount set forth in the Arizona Administrative Code, R14-2, Article 12. The percentage and amounts set forth will be subject to periodic adjustment by the Company.

SECTION 2 - REGULATIONS, (CONT'D.)

2.13 Miscellaneous Provisions

2.13.1 Telephone Number Changes

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

2.13.2 Maintenance and Operations Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

SECTION 2 - REGULATIONS, (CONT'D.)

2.14 Customer Responsibility

A. Cancellation by Customer

Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

2.15 Eligible Telecommunications Carrier (ETC)

As an Eligible Telecommunications Carrier, the company offers discounts to qualified customers and is qualified to receive support from the Federal Universal Service program.

2.16 Nonregulated Service Offerings

The company offers a variety of nonregulated offering in conjunction with the services offered under this tariff. These service offerings include, but are not limited to, internet access, voice mail, and inside wire maintenance.

SECTION 3 - SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) Qwest

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

3.1 Exchange Service Areas, (Cont'd.)

3.1.1 Exchange and Local Calling Areas

Exchange	Exchange Area/Wire Center Included in the Local Calling Area
Ash Fork	Ash Fork, Cameron, Flagstaff, Munds Park and Williams
Benson	Benson
Bisbee	Bisbee, Douglas, Sierra Vista, Tombstone and Elfrida
Cameron	Cameron, Ash Fork, Flagstaff, Munds Park and Williams
Camp Verde	Camp Verde, Cottonwood and Sedona
Casa Grande	Casa Grande, Coolidge, Eloy, Florence and Maricopa
Chino Valley	Chino Valley, Humboldt and Prescott
Coolidge	Coolidge, Casa Grande, Eloy, Florence and Maricopa
Coronado	Coronado, Green Valley, Marana, Robles, Tubac, Tucson and Vail
Cottonwood	Cottonwood, Camp Verde and Sedona
Douglas	Douglas, Bisbee, Sierra Vista, Tombstone and Elfrida
Eloy	Eloy, Casa Grande, Coolidge, Florence and Maricopa
Flagstaff	Flagstaff, Ash Fork, Cameron, Munds Park and Williams
Florence	Florence, Casa Grande, Coolidge, Eloy and Maricopa
Globe	Globe, Miami and San Carlos
Grand Canyon	Grand Canyon
Green Valley	Green Valley, Coronado, Marana, Robles, Tubac, Tucson and Vail
Hayden	Hayden
Humboldt	Humboldt, Chino Valley and Prescott
Joseph City	Joseph City and Winslow
Marana	Marana, Coronado, Green Valley, Robles, Tubac, Tucson and Vail
Maricopa	Maricopa, Casa Grande, Coolidge, Eloy, and Florence
Miami	Miami, Globe and San Carlos

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

3.1 Exchange Service Areas, (Cont'd.)

3.1.1 Exchange and Local Calling Areas, (cont'd.)

Exchange	Exchange Area/Wire Center Included in the Local Calling Area
Munds Park	Munds Park, Ash Fork, Cameron, Flagstaff and Williams
Nogales	Nogales and Patagonia
Page	Page and Glen Canyon City
Patagonia	Patagonia and Nogales
Payson	Payson
Phoenix Metropolitan	Beardsley, Bethany, Black Canyon, Buckeye, Cactus, Cave Creek, Chandler, Circle City, Coldwater, Deer Valley, Foothills, Fort McDowell, Gilbert, Glendale, Greenway, Higley, Laveen, Litchfield Park, Maryvale, McClintock, Mesa, Midrivers, New River, Pecos, Peoria, Phoenix, Pinnacle Peak, Queen Creek, Rio Verde, Scottsdale, Shea, Sunnyslope, Sunrise, Superstitition, Tempe, Thunderbird, Tolleson, and Whitetanks.
Pima	Pima and Safford
Prescott	Prescott, Chino Valley and Humboldt
Safford	Safford and Pima
San Manuel	San Manuel
Sedona	Sedona, Camp Verde and Cottonwood
Sierra Vista	Sierra Vista, Bisbee, Douglas, Tombstone and Elfrida
Superior	Superior
Tombstone	Tombstone, Bisbee, Douglas, Sierra Vista and Elfrida
Tubac	Tubac, Coronado, Green Valley, Marana, Robles, Tucson and Vail
Tucson	Tucson, Coronado, Green Valley, Marana, Robles, Tubac and Vail
Vail	Vail, Coronado, Green Valley, Marana, Robles, Tubac and Tucson
Wellton	Wellton and Yuma
Wickenburg	Wickenburg, Yarnell and Aguila
Wilcox	Wilcox
Williams	Williams, Ash Fork, Cameron, Flagstaff and Munds Park
Winslow	Winslow and Joseph City
Yarnell	Yarnell, Wickenburg and Aguila
Yuma	Yuma and Wellton

SECTION 4 - SERVICE CHARGES

4.1 Access Line Installation Charge

4.1.1 General

An Access Line Installation Charge is a nonrecurring charge which applies per access line ordered.

	Business	Residential
Maximum Charge:	$85.00	$55.00

4.1.2 Exceptions to the Charge

From time to time the Company may waive or reduce the Connection Charge in conjunction with a special limited promotion.

SECTION 4 - SERVICE CHARGES, (CONT'D.)

4.2 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

Maximum Rates:

	Business	Residential
Restoral of Service	$32.00	$32.00

4.3 Change Charges

Change Charges apply per line or trunk to any customer requested change in service.

Maximum Rates:

	Business	Residential
Change Charge (grade or class)	$55.00	$20.00
PBX Change Charge	$65.00	N/A

SECTION 4 - SERVICE CHARGES, (CONT'D.)

4.4 Trouble Isolation Charge

When a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire, a Trouble Isolation Charge applies.

Maximum Rates:

	Business	Residential
Per Occurrence	$190.00	$170.00

4.5 Premises Work

Maximum Rates:

Inside wiring offered only	Business	Residential
First Jack	$220.00	$220.00
Each additional Jack	$140.00	$140.00

SECTION 5 - SUPPLEMENTAL SERVICES

5.1 Custom Calling/CLASS Service

5.1.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

5.1.2 Description of Features

(A) Abbreviated Access

Allows a customer to place a call to a predetermined telephone number by dialing an abbreviated code. Two arrangements are available, namely, Abbreviated Access, one-digit or Abbreviated Access, two-digit.

The customer shares a speed call list with their Abbreviated Access provider and the provider controls the speed call list and informs clients of the digit(s) to dial to reach the predetermined telephone number.

(B) Call Curfew

Allows the customer the ability to block incoming and outgoing calls. The feature can be turned on and off manually or automatically by pre-set schedules which have been defined by the customer.

When the feature is activated, incoming calls will be blocked and the calling party will hear an announcement that the customer is unavailable. For outgoing calls, the customer will hear a fast busy and the call will not be completed. When the feature is not activated, normal call processing will occur.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.1 Custom Calling/CLASS Service, (Cont'd.)

5.1.2 Description of Features, (cont'd.)

(C) Call Forwarding - Busy Line

Expanded Forwarding - Allows a customer to have incoming calls forwarded to another predetermined number in a different central office switch if the called number is busy.

External Forwarding - Allows a customer to have incoming calls forwarded to another predetermined number outside the customer's system but within the same central office switch if the called number is busy.

Overflow Forwarding - Allows a customer to have incoming calls forwarded to another predetermined number within the same central office switch if the called number is busy.

(D) Call Forwarding - Busy Line/Don't Answer

Expanded Forwarding - Allows a customer to have incoming calls forwarded to another predetermined number in a different central office switch if the called number is busy or if the customer does not answer after a preset number of ringing cycles.

External Forwarding - Allows a customer to have incoming calls forwarded to another predetermined number outside the customer's system but within the same central office switch if the called number is busy or to any number within the same central office switch if the called number does not answer (where available).

Overflow Forwarding - Allows a customer to have incoming calls forwarded to another predetermined number within the same central office switch if the called number is busy or does not answer.

(E) Call Forwarding - Busy Line (Programmable)

Allows a customer to have incoming calls forwarded to another number when the called number is busy. The customer can activate and deactivate the forwarding feature by dialing a code as well as establish or change the number to which calls will be forwarded.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.1 Custom Calling/CLASS Service, (Cont'd.)

5.1.2 Description of Features, (cont'd.)

(F) Call Forwarding - Don't Answer

Allows a customer to have incoming calls forwarded to another number within the same central office switch if the customer does not answer after a preset number of ringing cycles.

Expanded Forwarding - Allows a customer to have incoming calls forwarded to another predetermined number in a different central office switch if the customer does not answer after a preset number of ringing cycles.

(G) Call Forwarding - Don't Answer (Programmable)

Allows a customer to have incoming calls forwarded to another number if the customer does not answer after a preset number of ringing cycles. The customer can activate and deactivate the forwarding feature by dialing a code as well as establish or change the number to which calls will be forwarded.

(H) Call Forwarding-Variable

Enables the customer to forward incoming calls to another number by dialing a code, plus the number to receive the call. Call Forwarding-Variable for PBX customers will only work on one trunk at a time. The feature will also remove that trunk from rotary hunting service during its use.

An option is also available that allows a customer to activate the feature without completing a call to the forward-to number.

(I) Call Rejection

Enables a customer to reject call attempts from up to 15 numbers of calling parties by dialing a code and the telephone numbers of calls to be rejected. Any call attempts to the customer from these numbers will be prevented from terminating to the customer and will instead be connected to an announcement informing the caller that the call is not presently being accepted by the called party. A customer may also reject future calls from the most recent call received by dialing a code after completing the call.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.1 Custom Calling/CLASS Service, (Cont'd.)

5.1.2 Description of Features, (cont'd.)

(J) Call Trace

Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only. After receiving the call which is to be traced, the customer dials a code and the traced telephone number is automatically sent to the Company for action. The customer originating the trace will not receive the traced telephone number. The results of the trace will be furnished only to legally constituted law enforcement agencies or authorities upon proper request by them.

(K) Call Transfer

Enables a customer to transfer an incoming call to a third party or add a third party to an existing call, forming a three party connection, and then to leave the connection without disconnecting the call.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.1 Custom Calling/CLASS Service, (Cont'd.)

5.1.2 Description of Features, (cont'd.)

(L) Call Waiting

When a customer is talking on the telephone, a short spurt of tone signals that a call is waiting. The tone is heard only by the Call Waiting customer, while the incoming caller hears a regular ringing signal. Flashing the switchhook holds the first call while the second is answered. The customer can alternate between calls by flashing the switchhook.

Where facilities and equipment permit, customers who have a line equipped with Call Waiting and Call Forwarding Don't Answer and/or Call Forwarding Busy Line, will be provided a feature so that Call Forwarding Don't Answer and/or Call Forwarding Busy Line forwards an incoming call to the number designated by the customer when the incoming call is not answered in response to the Call Waiting tone.

A customer with Caller Identification may also receive name and/or number information on a call that is waiting. The customer must have the appropriate CPE.

A customer who subscribes to Call Waiting may enhance their service to separately identify local and long distance calls. Different tones will distinguish the two types of calls, whether at the initial ring cycle or in the call waiting mode. There is no additional charge for this Long Distance Alert feature enhancement, nor will the Company charge to add this feature.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.1 Custom Calling/CLASS Service, (Cont'd.)

5.1.2 Description of Features, (cont'd.)

(M) Caller Identification - Name and Number

Allows for the automatic delivery of a calling party's name and telephone number (including nonpublished and nonlisted telephone numbers) to the called customer, which gives the called customer an opportunity to decide whether to answer the call immediately or not. The name and number are displayed on customer-provided equipment.

The name displayed shall be the name associated with the calling telephone number as shown on the Company's records. The Company, in its discretion, may abbreviate or limit that name for display purposes. The Company does not assure name accuracy.

Caller Identification customers who do not wish to receive blocked calls can activate Anonymous Call Rejection by pressing *77 (1177 on rotary phones). The code to deactivate is *87 (1187 on rotary phones). While the feature is activated, incoming blocked calls are routed to an announcement in the central office. Anonymous Call Rejection is automatically available to residence subscribers of Caller Identification and to business subscribers where technically feasible.

(N) Caller Identification – Number

Allows for the automatic delivery of a calling party's telephone number (including nonpublished and nonlisted telephone numbers) to the called customer, which gives the called customer an opportunity to decide whether to answer the call immediately or not. The number is displayed on customer-provided equipment. Caller Identification customers who do not wish to receive blocked calls can activate Anonymous Call Rejection by pressing *77 (1177 on rotary phones). The code to deactivate is *87 (1187 on rotary phones). While the feature is activated, incoming blocked calls are routed to an announcement in the central office. Anonymous Call Rejection is automatically available to residence subscribers of Caller Identification and to business subscribers where technically feasible.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.1 Custom Calling/CLASS Service, (Cont'd.)

5.1.2 Description of Features, (cont'd.)

(O) Continuous Redial

Allows a customer to dial a code that will cause the feature to automatically redial the last number the customer dialed. If the called number is busy, the feature will redial the called number for a limited period of time. A distinctive ring alerts the customer when the called number becomes available. This service is available on a usage or subscription basis.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.1 Custom Calling/CLASS Service, (Cont'd.)

5.1.2 Description of Features, (cont'd.)

(P) Hot Line

Allows a customer to establish a switched connection to a predetermined number when the customer's telephone goes off-hook. No dialing is required and the call is processed automatically to the predetermined telephone number.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.1 Custom Calling/CLASS Service, (Cont'd.)

5.1.2 Description of Features, (cont'd.)

(Q) Hunting Service

Hunting Service is an optional arrangement available to customers with two or more individual line services. Where facilities permit, such lines will be arranged so that incoming calls to a busy line will overflow to other of the customer's lines not busy. The following types of hunting arrangements are available: series and multiline (basic hunting), circular, and preferential.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.1 Custom Calling/CLASS Service, (Cont'd.)

5.1.2 Description of Features, (cont'd.)

(R) Last Call Return

Allows a customer to dial a code that will cause the feature to automatically redial the number of the last incoming call to that line, whether the call was answered or not. The customer does not have to know the number of the calling party. If the calling party's number is blocked, by the calling party, the service will not return the call. If the called number is busy, the feature will redial the called number for a limited period of time. A tone alerts the customer when the called line is available. This service is available on a usage or subscription basis.

Last Call Return customers who do not wish to receive blocked calls can activate Anonymous Call Rejection by pressing *77 (1177 on rotary phones). The code to deactivate is *87 (1187 on rotary phones). While the feature is activated, incoming blocked calls are routed to an announcement in the central office. Anonymous Call Rejection is automatically available to residence customers of Last Call Return and to business customers where technically feasible; and to monthly (subscription) customers only.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.1 Custom Calling/CLASS Service, (Cont'd.)

5.1.2 Description of Features, (cont'd.)

(S) NO SOLICITATION

Allows a customer to deter sales and telemarketing calls received by the customer. This is accomplished via a recorded message which informs the caller that the customer does not accept telephone solicitations, and asks solicitors to hang up and to place the called party on the solicitors "do-not-call" list. NO SOLICITATION automatically screens calls between the hours of 8:00 A.M. until 9:00 P.M. daily and it may be disabled by the customer at any time, if desired. A caller may press one, or stay on the line to complete the call connection. Subscribers to this feature have the option of establishing a "Privileged Caller List" (PCL) consisting of up to 25 numbers. A caller whose number appears on the PCL will bypass the recorded message.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.1 Custom Calling/CLASS Service, (Cont'd.)

5.1.2 Description of Features, (cont'd.)

(T) Priority Call

Allows a customer to assign a maximum of 15 callers' telephone numbers to a special list. The customer will hear a distinctive ring at his/her location when calls are received from callers' telephone numbers on that list.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.1 Custom Calling/CLASS Service, (Cont'd.)

5.1.2 Description of Features, (cont'd.)

(U) Selective Call Forwarding

Allows a customer to specify a special list of a maximum of 15 telephone numbers. Incoming calls placed to the customer from telephone numbers on that list will automatically be forwarded to a predefined telephone number. All other calls will be handled normally.

(V) Selective Call Waiting

Includes the Call Waiting or Call Waiting Identification functionality and, in addition, allows the customer to establish and modify a list of telephone numbers that trigger the Call Waiting tone when the customer's line is in use. Calls from telephone numbers not on the list, or calls from unidentified callers will either hear busy tone when the customer's line is busy or if the customer subscribes to Voice Mail service, the call will be routed to the customer's mailbox.

(W) Speed Calling

Enables the customer to call a preselected group of telephone numbers by dialing 1 or 2 digits rather than the actual number. Speed Calling is available with an 8 or 30 telephone number capacity. Speed Calling will be provided to PBX only on the basis that all trunks must be equipped with speed calling and have a common numbering plan.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.1 Custom Calling/CLASS Service, (Cont'd.)

5.1.2 Description of Features, (cont'd.)

(X) Three-Way Calling

Enables a customer to add a third customer on an established local or long distance connection without operator assistance. The third customer may be called by the customer initiating the Three-Way Calling on either a local or long-distance basis.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.1 Custom Calling/CLASS Service, (Cont'd.)

5.1.2 Description of Features, (cont'd.)

(Y) Market Expansion Line (MEL) Service

When a customer activates MEL on the customer's service, all incoming calls are automatically routed to another customer-selected telephone number in the local calling area or a distant exchange.

(Z) Custom Ringing Service

Custom Ringing Service (Custom Ringing) is a central office based service which provides up to three distinctive ringing codes on incoming calls, using one individual access line. The distinctive ringing codes are achieved by assigning up to three additional telephone numbers to the access line.

(AA) Number Forwarding

Number Forwarding allows a residence customer to have a telephone number identity without having an exchange access line. Calls placed to the telephone number can be forwarded to any other telephone number within the same local calling area.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.1 Custom Calling/CLASS Service, (Cont'd.)

5.1.3 Rates

(A) Maximum Nonrecurring Charges

The nonrecurring charge applies only when ordered subsequent to the initial service connection. One charge applies per service request for groups of features ordered.

	Business	Residence
Call Trace, per activation	$4.00	$4.00
Market Expansion Line each line, arranged	$60.00	$60.00
MEL each additional line, arranged	$60.00	$60.00
Custom Number Service	$500.00	$150.00
Number Forwarding	N/A	$20.00

(B) Maximum Monthly Rates

	Business	Residence
Abbreviated Access, one digit, each line	$0.50	$0.50
Abbreviated Access, two digit, each line	$0.50	$0.50
Call Curfew	N/A	$6.90
Call Forwarding Busy Line (expanded)	$5.00	$0.60
Call Forwarding Busy Line (external)	$5.00	N/A
Call Forwarding Busy Line (overflow)	$8.00	$0.60
Call Forwarding Busy Line/Don't Answer (expanded)	$10.00	$1.70
Call Forwarding Busy Line/Don't Answer (external)	$10.00	N/A
Call Forwarding Busy Line/Don't Answer (overflow)	$15.00	$1.70
Call Forwarding Busy Line (programmable)	$15.00	$3.20
Call Forwarding Don't Answer	$7.00	$1.30
Call Forwarding Don't Answer (expanded)	$7.00	$1.30
Call Forwarding Don't Answer (program)	$8.00	$4.20
Call Forwarding Variable	$8.60	$5.00
Call Rejection	$8.00	$8.00
Call Transfer	$11.00	$11.00
Call Waiting	$14.00	$5.00

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.1 Custom Calling/CLASS Service, (Cont'd.)

5.1.3 Rates, (cont'd.)

(B) Maximum Monthly Rates, (cont'd.)

	Business	Residence
Caller ID Name and Number	$14.90	$10.00
Caller ID - Number	$14.90	$10.00
Continuous Redial *	$6.00	$4.50
Dial Lock	$6.90	$6.90
Directed Call Pick Up	$1.50	$1.50
Directed Call Pick Up with Barge-In	$1.50	$1.50
Distinctive Alert	$1.50	$1.50
Do Not Disturb	$6.90	$6.90
Hot Line	$3.50	$3.50
Last Call Return *	$5.00	$5.40
Priority Call	$6.00	$4.50
Remote Access to Call Forwarding	$15.50	$6.90
Remote Access Forwarding	$14.50	N/A
Selective Call Forwarding	$6.00	$4.50
Selective Call Waiting	$15.00	$6.00
Speed Calling (8 code)	$5.00	$3.50
Speed Calling (30 code)	$8.00	$5.00
Talking Call Waiting	$6.90	$4.90
Three-Way Calling *	$7.00	$5.00
Warm Line	$4.50	$4.50
Market Expansion Line each line, arranged	$26.90	$26.90
MEL each additional line, arranged -	$26.90	$26.90

* A maximum per usage option fee of $1.50 is available for this feature.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.1 Custom Calling/CLASS Service, (Cont'd.)

5.1.3 Rates, (cont'd.)

(B) Monthly Rates, (cont'd.)

	Business	Residence
Custom Ringing Service - one number**	$13.90	$5.00
Custom Ringing Service - two number**	$9.50	$5.00
Custom Ringing Service - three number**	$9.50	$5.00
Number Forwarding	N/A	$13.90
Basic Hunting, per access line	$8.00	$8.00
Circular Hunting, per hunt group	$5.00	$5.00
Preferential Hunting, per access line	$1.50	N/A

**A maximum non-recurring charge of $93.00 applies when changing number to same as access line number. Second and third numbers are in addition to first number charge.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.2 Service And Promotional Trials

5.2.1 General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential customer to a service not previously subscribed to by the customer.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.3 Busy Verification And Interrupt Service

5.3.1 General

Upon request of a calling party, the Company will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will intercept an existing call on the called line if the calling party indicates an emergency and requests interruption.

5.3.2 Rate Application

(A) A Verification Charge will apply when:

(1) The operator verifies that the line is busy with a call in progress, or

(2) The operator verifies that the line is available for incoming calls.

(B) Both a Verification Charge and an Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.

(C) No charge will apply when the calling party advises that the call is from an official public emergency agency.

5.3.3 Maximum Rates

Verification Charge, each request	$6.00
Interrupt Charge, each request	$12.00

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.4 Directory Assistance Service

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance. Residential and Business Customers will receive one (1) free directory assistance call during each billing cycle.

Maximum Rates:

Per Directory Assistance Call, direct dialed	$2.30
Per Directory Assistance Call, operator assisted	$6.90

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.5 Local Operator Service

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. Where no local charge applies (flat rate service), the usage charge is $0.00. In addition to usage charges, an operator assistance charge applies to each call:

Maximum Rates:

Customer Dialed Calling Card (mechanized)	$ 4.00
Customer Dialed Calling Card (Op. assist)	$ 6.00
Operator Assisted Station-to-Station (Partially Assisted)	$ 4.60
Operator Assisted Station-to-Station (Fully Assisted)	$ 7.60
Operator Assisted Person-to-Person (Partially Assisted)	$ 9.20
Operator Assisted Person-to-Person (Fully Assisted)	$12.00

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.6 Blocking Service

5.6.1 General

Blocking service is a feature that permits customers to restrict access from their telephone line to various discretionary services. Not all blocking options are available for all line/trunk types. The following blocking options are available, where facilities permit, to residential and business customers:

(A) 500, 900 Blocking - allows the subscriber to block all calls beginning with the 500 and 900 prefixes (i.e. 900-XXX-XXXX) from being placed.

(B) Toll Restriction - provides the subscriber with local dialing capabilities but blocks any customer-dialed call that has a long distance charge associated with it.

Toll Restriction will not block the following types of calls: 911 (Emergency), 1 + 800 (Toll Free), and operator assisted toll calls.

(C) Operator Screening - alerts the operator that operator handled calls may not be billed to the originating line.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.6 Blocking Service, (Cont'd.)

5.6.2 Maximum Rates

The following rates and charges are in addition to all other applicable rates and charges for the facilities furnished.

Nonrecurring Charges:

500, 900 Blocking	
Residential	$5.00
Business	$5.00
Toll Restriction	
Residential	$5.00
Business	$5.00
Operator Screening (applies if ordered subsequent to installation)	
Residential	$10.00
Business	$10.00

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.6 Blocking Service, (Cont'd.)

5.6.2 Maximum Rates, (cont'd.)

Monthly Charges:

500, 900 Blocking	
Residential	$ 5.00
Business	$ 5.00
Toll Restriction	
Residential	$42.40
Business	$42.40
Operator Screening	
Residential	$ 2.00
Business	$ 2.00

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.7 Directory Listings

The Company shall arrange, at no charge, for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at an additional charge. Specialized listing options are also available.

Listings are intended solely for the purpose of identifying subscribers telephone numbers, and as an aid to the use of telephone service. The listings of subscribers are arranged alphabetically and are not intended for special prominence of arrangement.

Listings must conform to the Company's specifications with respect to the directories. The Company reserves the right to reject listings when, in its sole judgement, such listings would violate the integrity of Company records and the directories, confuse individuals using the directory, or are otherwise deemed inappropriate or problematic.

Liability of the Company due to directory errors and omissions is as specified in Section 2 of this tariff.

Maximum Rates:

		Nonrecurring	Monthly Recurring
Additional Listings			
	Business	$24.64	$12.20
	Residential	$11.18	$ 8.32
Non-Published Service			
	Business	$24.64	$ 6.10
	Residential	$11.18	$ 6.10
Non-Listed Service			
	Business	$24.64	$ 3.86
	Residential	$11.18	$ 3.86

SECTION 6 - RESIDENTIAL NETWORK SWITCHED SERVICES

6.1 General

Residential Network Switched Service provides a residential customer with a connection to the Company's switching network which enables the customer to:

6.1.1 place and receive calls from other stations on the public switched telephone network;

6.1.2 access the Company's local calling service;

6.1.3 access the Company's operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 911 service for emergency calling; and

6.1.4 access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (101XXXX).

SECTION 6 - RESIDENTIAL NETWORK SWITCHED SERVICES, (CONT'D.)

6.2 Service Descriptions And Rates

The following Residential Network Switched Service Options are offered:

Residential Flat Rate Service
Residential Message Rate Service

All Residential Network Switched Service may be connected to customer-provided terminal equipment such as station sets or facsimile machines.

Charges for Residential Network Switched Service include a nonrecurring service connection charge and a monthly recurring charge for each line. Monthly recurring charges apply to certain optional features. Per message charges apply to Message Rate Service, in addition to other rate elements described above.

SECTION 6 - RESIDENTIAL NETWORK SWITCHED SERVICES, (CONT'D.)

6.2 Service Descriptions And Rates, (Cont'd.)

6.2.1 Flat Rate Service

(A) Description

Flat Rate Service provides the customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Service to points within the local calling area is included in the charge for Flat Rate Service. Local calling areas are as specified in Section 3.

Each Flat Rate Service line corresponds to a single, analog, voice-grade channel that can be used to place or receive one call at a time. Flat Rate Service lines are provided for connection to a single, customer-provided station set or facsimile machine.

SECTION 6 - RESIDENTIAL NETWORK SWITCHED SERVICES, (CONT'D.)

6.2 Service Descriptions And Rates, (Cont'd.)

6.2.1 Flat Rate Service, (cont'd.)

(B) Maximum Rates

Monthly Recurring Charges:

- Each Service Line	$26.36

SECTION 6 - RESIDENTIAL NETWORK SWITCHED SERVICES, (CONT'D.)

6.2 Service Descriptions And Rates, (Cont'd.)

6.2.2 Message Rate Service

Message Rate Service provides the customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Calls to points within the local exchange area are charged on the basis of the number of messages during the billing period. Local calling areas are as specified in Section 3.

(A) Description

Each Message Rate Service Line corresponds to a single, analog, voice-grade channel that can be used to place or receive one call at a time. Message Rate Service lines are provided for connection to a single, customer-provided station set or facsimile machine.

SECTION 6 - RESIDENTIAL NETWORK SWITCHED SERVICES, (CONT'D.)

6.2 Service Descriptions And Rates, (Cont'd.)

6.2.2 Message Rate Service, (cont'd.)

(B) Maximum Rates

Charges for each Message Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line during the billing period. The monthly recurring charge does not include any call allowance per month per line

Monthly Recurring Charges:

- Each Service Line	$17.00

Message Charges

- Per Message	$ 0.40

SECTION 7 - BUSINESS NETWORK SWITCHED SERVICES

7.1 General

Business Network Switched Service provide a business customer with a connection to the Company's switching network which enables the customer to:

7.1.1 receive calls from other stations on the public switched telephone network;

7.1.2 access the Company's local calling service;

7.1.3 access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and

7.1.4 access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (101XXXX).

Business Network Switched Service is provided via one or more channels terminated at the customer's premises. Each Business Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

SECTION 7 - BUSINESS NETWORK SWITCHED SERVICES, (CONT'D.)

7.2 Service Descriptions And Rates

The following Business Access Service Options are offered:

Basic Business Line Service
PBX Trunks
Centrex
ISDN PRI
Integrated T-1

Business Services are offered on a flat rate basis.

All Business Network Switched Service may be connected to customer-provided terminal equipment such as station sets, key systems, PBX systems, or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only.

SECTION 7 - BUSINESS NETWORK SWITCHED SERVICES, (CONT'D.)

7.2 Service Descriptions And Rates, (Cont'd.)

7.2.1 Basic Business Line Service

(A) General

Basic Business Line Service provides a customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at a flat rate included in the line price, or on a measured usage basis. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines.

SECTION 7 - BUSINESS NETWORK SWITCHED SERVICES, (CONT'D.)

7.2 Service Descriptions And Rates, (Cont'd.)

7.2.1 Basic Business Line Service, (cont'd.)

(B) Flat Rate Basic Business Line Service

(1) Description

Flat Rate Service provides the customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Service to points within the local calling area is included in the charge for Flat Rate Service. Local calling areas are as specified in Section 3.

(2) Maximum Rates

Monthly Recurring Charges:

- Each Service Line	$60.80

SECTION 7 - BUSINESS NETWORK SWITCHED SERVICES, (CONT'D.)

7.2 Service Descriptions And Rates, (Cont'd.)

7.2.2 PBX Trunk Service

(A) General

Analog and/or digital PBX trunks are provided for connection of customer-provided PBX terminal equipment. Analog trunks are delivered on a DS0 level and digital trunks are delivered at the DS1 level. All trunks are equipped with multiline hunting.

DID service allows callers to reach the called party without going through a PBX attendant. DOD service allows end users to dial outside of a PBX system without going through the PBX attendant to get access to an outside line. Digital trunks cannot be two-way trunks, but must be ordered as with either Direct Inward Dialing (DID) or Direct Outward Dialing (DOD).

For DID configured PBX trunks additional charges apply for DID capability and for DID Station numbers.

SECTION 7 - BUSINESS NETWORK SWITCHED SERVICES, (CONT'D.)

7.2 Service Descriptions And Rates, (Cont'd.)

7.2.2 PBX Trunk Service, (cont'd.)

(B) Flat Rate PBX Trunks

(1) Description

Flat Rate PBX Trunks provide the customer with a single, analog, voice grade telephonic communications channel which can be used to place or receive one call at a time. Local calls on two-way trunks and DOD trunks are billed on a flat rate basis. DID trunks are arranged for one-way inward calling only.

(2) Maximum Rates

Per Trunk:	Nonrecurring	Monthly Recurring
2-Way	$112.00	$77.02
2-Way, 4-wire with E+M signaling, DID, & hunting	$132.00	$147.02
1-Way outgoing only	$112.00	$77.02
1-Way ingoing only	$112.00	$77.02
1-Way ingoing with hunting for DID	$132.00	$85.02

SECTION 7 - BUSINESS NETWORK SWITCHED SERVICES, (CONT'D.)

7.2 Service Descriptions And Rates, (Cont'd.)

7.2.2 PBX Trunk Service, (cont'd.)

(C) DID Service – Maximum Rates

DID Service/Activity	Nonrecurring	Monthly Recurring
Each DID nonsequential number	$2.00	$0.30
Each DID block of 20 sequential numbers	$40.00	$6.00
DID Block Compromise Charge		
Removal of number from sequential block	$900.00	----
Temporary removal of number from sequential block	$100.00	----
DID Change Charges		
Per Change of number of digits outpulsed	$100.00	----
Per change of signaling from DTMF to DP, or vice versa	$100.00	----
Digit Manipulation, per route index	$2,000.00	----
DID Trunk Termination:		
Each in-only analog trunk termination	$114.00	$90.00
Each 2-Way, 4-wire analog trunk termination	$114.00	$90.00

SECTION 7 - BUSINESS NETWORK SWITCHED SERVICES, (CONT'D.)

7.2 Service Descriptions And Rates, (Cont'd.)

7.2.3 Centrex Service

Centrex Service is a flat rate, business service for customers with 2 to 50 station lines. Centrex Service is furnished only from a Stored Program Controlled central office offered subject to the availability of facilities and applicable generic feature programs and will not be available in a 2BESS Central Office. Centrex consists of standard features which are available to all station lines in the shared customer group where available. A Centrex customer has a choice of having the features delivered via analog lines and/or 2B+S, (digital, voice only) ISDN lines. Optional features are also available. Centrex standard features include the following features depending upon the serving central office:

FEATURE	ANALOG	DIGITAL VOICE
• Primary DN	X	X
• Secondary DN	–	X
• Multiple Shared Call Appearances of a DN	–	X
• Call Drop	–	X
• Call Exclusion	–	X
• Call Forwarding - Busy Line	X	X
• Call Forwarding - Don't Answer	X	X
• Call Forwarding - Variable	X	X
• Call Hold	X	X
• Calling Identity Delivery on Call Waiting Number	X	–
• Call Pickup	X	X
• Call Transfer	X	X
• Call Waiting	X	–
• Caller Identification Number	X	–
• Conference Calling		
- 3-Way	X	X
- 6-Way	X	X
• Direct Dialing/Originating Terminating	X	X
• Display	–	X

SECTION 7 - BUSINESS NETWORK SWITCHED SERVICES, (CONT'D.)

7.2 Service Descriptions And Rates, (Cont'd.)

7.2.3 Centrex Service, (Cont'd.)

Standard, (Cont'd.)

FEATURE	ANALOG	DIGITAL VOICE
• Hunting	X	X
• Individual Line Billing	X	X
• Intercept	X	X
• Incoming Calling Identification	–	X
• Message Waiting Service		
- Audible	X	X
- Visual	X	X
• Speed Calling	X	X
• Standard Configuration Group	–	X
• Touch-Tone	X	X

Centrex optional features include the following features depending upon the serving central office:

FEATURE	ANALOG	DIGITAL VOICE
• Additional Secondary Directory Number	–	X
• Analog Call Appearance	–	X
• Call Park	X	–
• Caller Identification Name and Number	X	–
• Remote Access Forwarding	X	–
• Scheduled Call Forwarding	X	–

SECTION 7 - BUSINESS NETWORK SWITCHED SERVICES, (CONT'D.)

7.2 Service Descriptions And Rates, (Cont'd.)

7.2.3 Centrex Service, (Cont'd.)

Maximum Rates:

	Nonrecurring	Monthly Recurring
Analog Station Line, 2 - 50 lines, each	$110.00	$99.99
Electronic Business Set Station Line - 3 - 50 lines, each	$110.00	$99.99

Optional Service Features:		
Charges are per line:		
Additional Secondary Directory Number	$24.00	$2.00
Analog Call Appearance, per number/terminal	$24.00	$2.00
Call Park	$10.50	$2.00
Caller ID Name and Number	$5.00	$7.00
Remote Access Forwarding	$5.00	$13.50
Scheduled Call Forwarding	$5.00	$15.50

SECTION 7 - BUSINESS NETWORK SWITCHED SERVICES, (CONT'D.)

7.2 Service Descriptions And Rates, (Cont'd.)

7.2.4 ISDN PRI

ISDN-PRI - Integrated Services Digital Network Primary Rate Interface (ISDN PRI) is a digital business service that provides PBX equipment and host computer access to a wide variety of switched services. These switched services include circuit switched voice (local calling, long distance, 8YY and circuit switched data). Each ISDN PRI will allow connection of the aforementioned services via a single central office connection. This service allows PBX equipment and host computer type devices to connect to central office services in bulk quantity, rather than on a line-by-line or service-by-service basis.

Each ISDN PRI connection provides access from a Customer premises to the Company's circuit switched voice and circuit switched data via a 1.544 Mbps central office port termination and a 1.544 Mbps Digital Local Loop to the Customers premises. The Digital Local Loop is a DS1 with Clear Channel Capability. The rates and charges for the Loop are in addition to those for the ISDN PRI Port Connection. The central office port connection is provided in base capacities of twenty-three 64 Kbps "B" channels and one 64 Kbps "D" channel (23B+D). The "D" channel is used for out-of-band signaling and control of the "B" channels. Where technology permits, "D" channels can be shared by multiple ISDN PRI's for the same Customer. "B" channels can be dedicated to each circuit switched voice and circuit switched data service by type or they can be shared among service types by using the call by call feature.

Where appropriate facilities do not exist, Special Construction charges will apply, as describe herein.

"B" Channel - "B" Channel (Bearer Channel) is a 64 Kbps digital channel capable of transporting circuit switched voice and circuit switched data.

"D" Channel - "D" Channel (Delta Channel) is a 64 Kbps digital channel used to transport signaling and control the B channels.

Out of Band Signaling - Out of Band Signaling is signaling that is separated from the channel carrying the circuit switched voice and data services.

SECTION 7 - BUSINESS NETWORK SWITCHED SERVICES, (CONT'D.)

7.2 Service Descriptions And Rates, (Cont'd.)

7.2.4 ISDN PRI, (Cont'd.)

Call by Call for Trunk Groups - Allows the circuit switched voice and data services enabled on the ISDN PRI to share "B" channels and arrange them as a single trunk group. This allows incoming and outgoing circuit switched voice and data calls to utilize "B" channels on a call by call basis. Without this capability, each service will have a dedicated "B" channel.

Calling Number Identification - All calling numbers presented to the services working on ISDN PRI can be delivered to the Customer's CPE, including calls made to Direct Inward Dialing Service telephone numbers. This feature is optioned on a per ISDN PRI Port basis only and is offered in appropriately equipped central offices.

Clear Channel Capability - The "B" channels on the ISDN PRI are clear, since all signaling and control functions are handled by the "D"channel. This allows all 64 kbps on each "B" channel to be used for Customer information over the ISDN PRI connection. Calls over the network may either by 56 kbps or 64 kbps depending on the public network in place between the ISDN PRI and the distant end of the call.

Digital Voice Transmission - All voice calls are transmitted using digital signaling.

Channel Configuration - Allows some or all B Channels to be dedicated to exchange and long distance, DID, or 8YY Services. Multiple dedicated trunk groups can be established on the same primary port or group of primary ports.

Direct Inward Dialing Signal - Permits incoming dialed calls from the exchange network to reach a specific number serviced by Customer-premises equipment (CPE) without the assistance of an attendant. It also provides for the unique identification of the call based on digits sent to the CPE by the central office. The central office will outpulse digits to the CPE which can further process the calls as desired.

Calling Number Identification Blocking - All Calls - All outgoing calls will be blocked for PRS customers where technically feasible as determined by the Company.

SECTION 7 - BUSINESS NETWORK SWITCHED SERVICES, (CONT'D.)

7.2 Service Descriptions And Rates, (Cont'd.)

7.2.4 ISDN PRI, (Cont'd.)

Maximum Rates:	Nonrecurring	Monthly Recurring
ISDN Primary Rate Interface:		
Transport Stand alone T1 facility -		
per 24 channel facility	$1800.00	$300.00
Service Configuration -		
23B+D	$2,050.00	$800.00
24B	$2,050.00	$800.00
23B+Back-up D	$2,050.00	$800.00
ISDN Trunk Connection, per B channel -		
Call-by-call	$78.00	$48.00
Dedicated		
- In-only	$78.00	$48.00
- Out-only	$78.00	$48.00
- Two-way	$78.00	$48.00
Circuit Switched Data Connection -		
23B data only channels	$2,530.00	$1,166.00
24B data only channels	$2,680.00	$1,216.00
UAS Network Connection -		
UAS Network Connection	$2,400.00	$2,200.00
Two-way Network Connection	$2,400.00	$2,200.00
In-only Network Connection	$2,400.00	$1,900.00
Optional Features, per T1 facility		
2B Channel Transfer	$200.00	$50.00
ISDN Calling Name Delivery	$350.00	$40.00
ISDN Redirecting Name Delivery	$110.00	$14.00
Change/Rearrangement Charge	$100.00	----
Rollover Charge	$650.00	----
Moving current customer T1 facility		
within same central office	$1.000.00	----
outside current central office	$2,000.00	----

SECTION 7 - BUSINESS NETWORK SWITCHED SERVICES, (CONT'D.)

7.2 Service Descriptions And Rates, (Cont'd.)

7.2.5 Integrated T-1

Integrated T-1 provides a channelized high capacity (1.544 Mbps) facility between a customer premises and its serving office for connection to services provided by the Company. Integrated T-1 allows a customer to integrate voice and data services on a single high capacity facility. The service characteristics and capabilities of the voice services described in this Section are as described in this tariff for multi line business service.

The customer selects a package of voice lines for local exchange access. The balance of the facility's capacity is available for data applications (up to 768 Kbps).

All pricing for integrated T1 services is on an individual case basis (ICB).

SECTION 8 - LONG DISTANCE SERVICES

8.1 General

The company's long distance offering is available to all customers who subscribe to various qualifying local service arrangements. The company's long distance offering is only available on an interstate basis when the customer has subscribed to the intrastate offering. Company long distance services are available to all business customers. Customer billed for LD up to $20.00 maximum at normal per minute rates. LD is free after the $20.00 limit is hit up to a maximum of 800 minutes per line.

The company may monitor the customer's usage, if usage exceeds 8,000 minutes per location, to ensure that the customer's use of the company's long distance offering is consistent with the applicable restrictions and limitations. If the Company has any reason to believe that the customer's usage is not consistent with the applicable restrictions, the company may terminate the long distance offering upon notifying the customer, and convert the customer to another usage sensitive plan of the customer's choice.

The company's long distance offering does not permit the customer to make calls via broadcast fax, chat lines, conference call platforms, or non-voice service applications (including but not limited to, modem data transfer or ISP connections), or to any applications where the services are re-sold to customers (i.e. hospitality industry). In addition, certain types of applications are not permitted by the plan, including auto dialers, predictive dialers, or use to solicit sales, membership and any other usage associated with telemarketing or call centers

In addition to the long distance services identified in this section, long distance services may be bundled with other services found elsewhere in this tariff.

8.2 Timing of Calls

8.2.1 Long distance usage charges are based on the actual usage of the Company's network. Chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.

8.2.2 Minimum call duration and rounding of calls for measurement and billing purposes is specified for each product in this tariff.

8.3 Calculation of Distance

None of the company's offerings are presently distance-sensitive.

8.4 Time-of-Day Rate Periods

None of the company's offerings are presently time-of-day sensitive.

SECTION 8 - LONG DISTANCE SERVICES, (CONT'D.)

8.5 Switched Outbound Service

This long distance service applies to customers who access the Company via local exchange company provided switched access. For billing purposes call timing is rounded up to the nearest six (6) second increment after the initial minimum period of six (6) seconds.

Maximum Rate Per Minute	$0.095

8.6 Dedicated Outbound Service

This long distance service applies to customers who access the Company via dedicated or special access channels. The Customer is responsible for all charges in connection with the dedicated access facility. For billing purposes call timing is rounded up to the nearest six (6) second increment after the initial minimum period of six (6) seconds. Rates also based on ICB for larger tier Customers.

Maximum Rate Per Minute	$0.095

8.7 Switched Inbound Toll-Free Service

Switched Inbound Toll-Free Service provides an in-bound calling service to customers. The Customer is billed for each toll-free (i.e., 800/888) call, rather than the call originator. Calls terminate to the Company's Customer via switched access lines. For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of six (6) seconds.

Maximum Monthly Recurring Charge per Toll-Free Number	$10.00
Maximum Rate Per Minute	$0.10

SECTION 9 - SERVICE BUNDLES

9.1 General

The following packages combine various services offered under this tariff. Service bundles may include nonregulated services not offered pursuant to this or other company tariffs.

9.1.1 Residential Bundles

A. Home First Value Choice

Home First VALUE CHOICE is a package of services/features available to residential customers in conjunction with an individual flat rate or additional flat rate access line. Residence customers subscribing to the package are entitled to unlimited use of standard services/features.

B. Home First Preferred Choice

Home First PREFERRED CHOICE is a package of features available to residential customers in conjunction with an individual flat rate or additional flat rate access line. Residence customers subscribing to the package are entitled to unlimited use of standard services/features.

C. Home First Choice

Home First Choice Home is a package of features available to residential customers in conjunction with an individual flat rate or additional flat rate access line. Residence customers subscribing to the package will automatically be provided with LINE BACKER Service on their line and are entitled to choose three services/features from the following list in their package.

SECTION 9- SERVICE BUNDLES, (CONT'D.)

9.1 General, (Cont'd.)

9.1.1 Residential Bundles, (Cont'd.)

D. Maximum Pricing

Home First Value Choice	$23.62
per additional flat rate residential line	$29.98
Optional PRIVACY PACK	$10.00
Home Advantage VALUE CHOICE - Two Line	$23.62
Optional PRIVACY PAcK	$10.00
Home First PREFERRED CHOICE	
per flat rate line with Voice Messaging Service	$43.62
per additional flat rate line with Voice Messaging Service	$49.98
per flat rate line without Voice Messaging Service	$43.62
per additional flat rate line without Voice Messaging Service	$49.98
optional CONVENIENCE PAcK	$10.00
Home Advantage PREFERRED CHOICE - Two Line	
per flat rate line with Voice Messaging Service	$43.62
per flat rate line without Voice Messaging Service	$43.62
optional CONVENIENCE PAcK	$10.00
Home First	
per individual flat rate line	$25.62
per additional flat rate line	$31.98
Home Advantage Two-line Home per individual and additional flat rate residence line	$25.62

SECTION 9 - SERVICE BUNDLES, (CONT'D.)

9.1 General

9.1.2 Business Bundles

A. Business Advantage CUSTOM CHOICE

Business CUSTOM CHOICE is a package of features available to business customers in conjunction with an additional or individual flat rate access line.

B. NFiNet SMART SET

SMART SET Feature Packages are optional packages available to business customers. SMART SET Feature Packages offer the customer a choice of subscribing to either the SMART SET or SMART SET PLUS Package as described below.

(1) SMART SET Package

- Call Waiting (includes Call Waiting ID).
- Caller ID Name and Number
- Call Forwarding Variable

(2) SMARTSET PLUS Package

- Call Waiting (includes Call Waiting ID)
- Caller ID Name and Number
- Call Forwarding Busy Line/Don't Answer Expanded
- Message Waiting Indication Audible

C. Business First Line Plus

BUSINESS First LINE PLUS is a package of features available to business customers in conjunction with an individual or additional flat rate access line. Business customers subscribing to the package are entitled to the following standard features: Call Forwarding-Variable and Call Transfer/Three-Way Calling.

D. Business First Choice

Business First CHOICE Business is a package of features available to business customers in conjunction with an individual flat rate or additional flat rate access line. Business customers subscribing to the package will automatically be provided UNISTAR Service on their line and are entitled to choose five standard services/features.

SECTION 9 - SERVICE BUNDLES, (CONT'D.)

9.1 General, (Cont'd.)

9.1.2 Business Bundles, (Cont'd.)

E. Business Advantage Choice – Two-Line Business

Business Advantage CHOICE Two-line Business is a package of features available to business customers in conjunction with an individual flat rate line and an additional flat rate access line. Business customers subscribing to the package will automatically be provided UNISTAR Service on both lines, Call Forwarding Busy Line, Call Forwarding Don't Answer, Call Forwarding Busy Line/Don't Answer or Hunting on the additional line and are entitled to choose five standard services/features.

F. Long Distance/Internet Access Bundles

Plans and rates are determined on an Individual Case Basis (ICB).

SECTION 9 - SERVICE BUNDLES, (CONT'D.)

9.1 General, (Cont'd.)

9.1.2 Business Bundles, (Cont'd.)

G. Maximum Pricing

Business CUSTOM CHOICE(R) per first line	$109.90
per additional line	$109.90
Rate Stabilized Custom Choice 1 year	$95.90
Rate Stabilized Custom Choice 2 year	$91.90
Rate Stabilized Custom Choice 3 year	$87.90
SMART SET Package, per each line	$22.90
SMART SET PLUS Package, per each line	$22.90
Business Line Plus®	$69.92
Rate Stabilized Business Line Plus 1 year	$60.80
Rate Stabilized Business Line Plus 2 year	$57.76
Rate Stabilized Business Line Plus 3 year	$57.76
Business First per individual or additional flat rate	$79.98
Business Advantage two-line per individual and additional flat rate	$119.98

SECTION 10 - HIGH CAPACITY DEDICATED SERVICES

10.1 The Company, at its discretion may provide dedicated services with transmission speeds ranging from 2.4 Kbps to 2.4 Gbps. Dedicated services are offered on a point-to-point basis. Each dedicated service is dedicated to a single Customer and the entire usable bandwidth for each service is available to that Customer for their exclusive use.

Unless identified under standard pricing arrangements herein or in other Company tariffs or tariff equivalents, dedicated services will be provided as Special Service Arrangements pursuant to Section 11 of this tariff.

SECTION 11 - SPECIAL ARRANGEMENTS

11.1 Contract Service Arrangements

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

SECTION 12 - PROMOTIONAL OFFERINGS

12.1 Special Promotions

The Company may, from time to time, offer services in this Tariff at special promotional rates and/or terms. Such promotional arrangements shall be filed with the Commission when so required. All rates and terms contained in this Tariff shall continue to apply unless specifically addressed in the promotional agreements.

SECTION 13 - CURRENT PRICE LIST

13.1 Access Line Installation Charge

	Business	Residential
Charge:	$42.50	$27.50

13.2 Restoration of Service

	Business	Residential
Restoral of Service	$16.00	$16.00

13.3 Change Charges

	Business	Residential
Change Charge (grade or class)	$27.50	$10.00
PBX Change Charge	$32.50	N/A

13.4 Trouble Isolation Charge

	Business	Residential
Per Occurrence	$95.00	$85.00

13.5 Premises Work

Inside wiring offered only	Business	Residential
First Jack	$110.00	$110.00
Each additional Jack	$70.00	$70.00

SECTION 13 - CURRENT PRICE LIST, (CONT'D.)

13.6 Custom Calling/CLASS Service

13.6.1 Rates

(A) Nonrecurring Charges

	Business	Residence
Call Trace, per activation	$2.00	$2.00
Market Expansion Line each line, arranged	$30.00	$30.00
MEL each additional line, arranged	$30.00	$30.00
Custom Number Service	$250.00	$75.00
Number Forwarding	N/A	$10.00

(B) Monthly Rates

	Business	Residence
Abbreviated Access, one digit, each line	$0.25	$0.25
Abbreviated Access, two digit, each line	$0.25	$0.25
Call Curfew	N/A	$3.45
Call Forwarding Busy Line (expanded)	$2.50	$0.30
Call Forwarding Busy Line (external)	$2.50	N/A
Call Forwarding Busy Line (overflow)	$4.00	$0.30
Call Forwarding Busy Line/Don't Answer (expanded)	$5.00	$0.85
Call Forwarding Busy Line/Don't Answer (external)	$5.00	N/A
Call Forwarding Busy Line/Don't Answer (overflow)	$7.50	$0.85
Call Forwarding Busy Line (programmable)	$7.50	$1.60
Call Forwarding Don't Answer	$3.50	$0.65
Call Forwarding Don't Answer (expanded)	$3.50	$0.65
Call Forwarding Don't Answer (program)	$4.00	$2.10
Call Forwarding Variable	$4.30	$2.50
Call Rejection	$4.00	$4.00
Call Transfer	$5.50	$5.50
Call Waiting	$7.00	$2.50

SECTION 13 - CURRENT PRICE LIST, (CONT'D.)

13.6 Custom Calling/CLASS Service, (cont'd.)

13.6.1 Rates, (cont'd.)

(B) Monthly Rates, (cont'd.)

	Business	Residence
Caller ID Name and Number	$7.45	$5.00
Caller ID - Number	$7.45	$5.00
Continuous Redial *	$3.00	$2.25
Dial Lock	$3.45	$3.45
Directed Call Pick Up	$0.75	$0.75
Directed Call Pick Up with Barge-In	$0.75	$0.75
Distinctive Alert	$0.75	$0.75
Do Not Disturb	$3.45	$3.45
Hot Line	$1.75	$1.75
Last Call Return *	$2.50	$2.70
Priority Call	$3.00	$2.25
Remote Access to Call Forwarding	$7.75	$3.45
Remote Access Forwarding	$7.25	N/A
Selective Call Forwarding	$3.00	$2.25
Selective Call Waiting	$7.50	$3.00
Speed Calling (8 code)	$2.50	$1.75
Speed Calling (30 code)	$4.00	$2.50
Talking Call Waiting	$3.45	$2.45
Three-Way Calling *	$3.50	$2.50
Warm Line	$2.25	$2.25
Market Expansion Line each line, arranged	$13.45	$13.45
MEL each additional line, arranged -	$13.45	$13.45

* A per usage option fee of $0.75 is available for this feature.

SECTION 13 - CURRENT PRICE LIST, (CONT'D.)

13.6 Custom Calling/CLASS Service, (cont'd.)

13.6.1 Rates, (cont'd.)

(B) Monthly Rates, (cont'd.)

	Business	Residence
Custom Ringing Service - one number**	$6.95	$2.50
Custom Ringing Service - two number**	$4.75	$2.50
Custom Ringing Service - three number**	$4.75	$2.50
Number Forwarding	N/A	$6.95
Basic Hunting, per access line	$4.00	$4.00
Circular Hunting, per hunt group	$2.50	$2.50
Preferential Hunting, per access line	$0.75	N/A

**A non-recurring charge of $46.50 applies when changing number to same as access line number. Second and third numbers are in addition to first number charge.

13.7 Busy Verification And Interrupt Service

Verification Charge, each request	$3.00
Interrupt Charge, each request	$6.00

13.8 Directory Assistance Service

Per Directory Assistance Call, direct dialed	$1.15
Per Directory Assistance Call, operator assisted	$3.45

13.9 Local Operator Service

Customer Dialed Calling Card (mechanized)	$2.00
Customer Dialed Calling Card (Op. assist)	$3.00
Operator Assisted Station-to-Station (Partially Assisted)	$2.30
Operator Assisted Station-to-Station (Fully Assisted)	$3.80
Operator Assisted Person-to-Person (Partially Assisted)	$4.60
Operator Assisted Person-to-Person (Fully Assisted)	$6.00

SECTION 13 - CURRENT PRICE LIST, (CONT'D.)

13.10 Blocking Service

Nonrecurring Charges:

500, 900 Blocking	
Residential	$0.00
Business	$0.00
Toll Restriction	
Residential	$0.00
Business	$0.00
Operator Screening (applies if ordered subsequent to installation)	
Residential	$5.00
Business	$5.00

Monthly Charges:

500, 900 Blocking	
Residential	$ 0.00
Business	$ 0.00
Toll Restriction	
Residential	$21.20
Business	$21.20
Operator Screening	
Residential	$ 1.00
Business	$ 1.00

SECTION 13 - CURRENT PRICE LIST, (CONT'D.)

13.11 Directory Listings

		Nonrecurring	Monthly Recurring
Additional Listings			
	Business	$12.32	$ 3.05
	Residential	$ 5.59	$ 2.08
Non-Published Service			
	Business	$12.32	$ 3.05
	Residential	$ 5.59	$ 3.05
Non-Listed Service			
	Business	$12.32	$ 1.93
	Residential	$ 5.59	$ 1.93

13.12 Residential Network Switched Services

13.12.1 Flat Rate Service

Monthly Recurring Charges:

- Each Service Line $13.18

13.12.2 Message Rate Service

Monthly Recurring Charges:

- Each Service Line $8.50

Message Charges

- Per Message $0.20

SECTION 13 - CURRENT PRICE LIST, (CONT'D.)

13.13 Business Network Switched Services

13.13.1 Basic Business Line Service

(A) Flat Rate Basic Business Line Service

Monthly Recurring Charges:

- Each Service Line $30.40

13.13.2 PBX Trunk Service

(A) Flat Rate PBX Trunks

Per Trunk:	Nonrecurring	Monthly Recurring
2-Way	$56.00	$38.51
2-Way, 4-wire with E+M signaling, DID, & hunting	$66.00	$73.51
1-Way outgoing only	$56.00	$38.51
1-Way ingoing only	$56.00	$38.51
1-Way ingoing with hunting for DID	$66.00	$42.51

SECTION 13 - CURRENT PRICE LIST, (CONT'D.)

13.13 Business Network Switched Services, (cont'd.)

13.13.2 PBX Trunk Service, (cont'd.)

(B) DID Service

DID Service/Activity	Nonrecurring	Monthly Recurring
Each DID nonsequential number	$1.00	$0.15
Each DID block of 20 sequential numbers	$20.00	$3.00
DID Block Compromise Charge		
Removal of number from sequential block	$450.00	----
Temporary removal of number from sequential block	$50.00	----
DID Change Charges		
Per Change of number of digits outpulsed	$50.00	----
Per change of signaling from DTMF to DP, or vice versa	$50.00	----
Digit Manipulation, per route index	$1,000.00	----
DID Trunk Termination:		
Each in-only analog trunk termination	$57.00	$45.00
Each 2-Way, 4-wire analog trunk termination	$57.00	$45.00

SECTION 13 - CURRENT PRICE LIST, (CONT'D.)

13.14 Centrex Service

Rates:	Nonrecurring	Monthly Recurring
Analog Station Line, 2 - 50 lines, each	$55.00	$49.95
Electronic Business Set Station Line - 3 - 50 lines, each	$55.00	$49.95

Optional Service Features:		
Charges are per line:		
Additional Secondary Directory Number	$12.00	$1.00
Analog Call Appearance, per number/terminal	$12.00	$1.00
Call Park	$5.25	$1.00
Caller ID Name and Number	$0.00	$3.50
Remote Access Forwarding	$0.00	$6.75
Scheduled Call Forwarding	$0.00	$7.75

SECTION 13 - CURRENT PRICE LIST, (CONT'D.)

13.15 ISDN PRI

Rates:	Nonrecurring	Monthly Recurring
ISDN Primary Rate Interface:		
Transport Stand alone T1 facility -		
per 24 channel facility	$900.00	$150.00
Service Configuration -		
23B+D	$1,025.00	$400.00
24B	$1,025.00	$400.00
23B+Back-up D	$1,025.00	$400.00
ISDN Trunk Connection, per B channel -		
Call-by-call	$39.00	$24.00
Dedicated		
- In-only	$39.00	$24.00
- Out-only	$39.00	$24.00
- Two-way	$39.00	$24.00
Circuit Switched Data Connection -		
23B data only channels	$1,265.00	$583.00
24B data only channels	$1,340.00	$608.00
UAS Network Connection -		
UAS Network Connection	$1,200.00	$1,100.00
Two-way Network Connection	$1,200.00	$1,100.00
In-only Network Connection	$1,200.00	$950.00
Optional Features, per T1 facility		
2B Channel Transfer	$100.00	$25.00
ISDN Calling Name Delivery	$175.00	$20.00
ISDN Redirecting Name Delivery	$55.00	$7.00
Change/Rearrangement Charge	$50.00	----
Rollover Charge	$325.00	----
Moving current customer T1 facility		
within same central office	$500.00	----
outside current central office	$1,000.00	----

SECTION 13 - CURRENT PRICE LIST, (CONT'D.)

13.16 Switched Outbound Service

Rate Per Minute	$0.0475

13.17 Dedicated Outbound Service

Rate Per Minute	$0.0475

13.18 Switched Inbound Toll-Free Service

Monthly Recurring Charge per Toll-Free Number	$5.00
Rate Per Minute	$0.0500

SECTION 13 - CURRENT PRICE LIST, (CONT'D.)

13.19 Residential Bundles

Home First Value Choice	$11.81
per additional flat rate residential line	$14.99
Optional PRIVACY PACK	$5.00
Home Advantage VALUE CHOICE - Two Line	$11.81
Optional PRIVACY PAcK	$5.00
Home First PREFERRED CHOICE	
per flat rate line with Voice Messaging Service	$21.81
per additional flat rate line with Voice Messaging Service	$24.99
per flat rate line without Voice Messaging Service	$21.81
per additional flat rate line without Voice Messaging Service	$24.99
optional CONVENIENCE PAcK	$5.00
Home Advantage PREFERRED CHOICE - Two Line	
per flat rate line with Voice Messaging Service	$21.81
per flat rate line without Voice Messaging Service	$21.81
optional CONVENIENCE PAcK	$5.00
Home First	
per individual flat rate line	$12.81
per additional flat rate line	$15.99
Home Advantage Two-line Home per individual and additional flat rate residence line	$12.81

SECTION 13 - CURRENT PRICE LIST, (CONT'D.)

13.20 Business Bundles

Business CUSTOM CHOICE(R) per first line	$54.95
per additional line	$54.95
Rate Stabilized Custom Choice 1 year	$47.95
Rate Stabilized Custom Choice 2 year	$45.95
Rate Stabilized Custom Choice 3 year	$43.95
SMART SET Package, per each line	$11.45
SMART SET PLUS Package, per each line	$11.45
Business Line Plus®	$34.96
Rate Stabilized Business Line Plus 1 year	$30.40
Rate Stabilized Business Line Plus 2 year	$28.88
Rate Stabilized Business Line Plus 3 year	$28.88
Business First per individual or additional flat rate	$39.99
Business Advantage two-line per individual and additional flat rate	$59.99