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BEFORE THE ARIZONA CORPORATION COMMISSION

02

MARC SPITZER  
CHAIRMAN

Arizona Corporation Commission  
DOCKETED

NOV 22 2004

WILLIAM A. MUNDELL  
COMMISSIONER

DOCKETED  
AA

MIKE GLEASON  
COMMISSIONER

JEFF HATCH-MILLER  
COMMISSIONER

KRISTIN K. MAYES  
COMMISSIONER

AZ CORP COMMISSION  
DOCUMENT CONTROL

2004 NOV 22 P 3:51

RECEIVED

IN THE MATTER OF THE JOINT APPLICATION OF	)	
GE BUSINESS PRODUCTIVITY SOLUTIONS, INC.	)	Docket No. T-02719A-04-0760
AND BUSINESS PRODUCTIVITY SOLUTIONS, INC.	)	
FOR EXPEDITED APPROVAL OF CERTAIN	)	Docket No. T-04280A-04-0760
TRANSACTIONS	)	

SUPPLEMENT TO APPLICATION

GE Business Productivity Solutions, Inc. ("GEBPS") and Business Productivity Solutions, Inc. ("BPS") (together, "Applicants"), through their undersigned counsel, submit the following information as a supplement to their Joint Application.

**I. DEPOSITS**

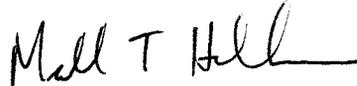
GEBPS currently does not hold any customer deposits. Accordingly, there will be no need to refund or transfer any customer deposits as part of this transaction.

**II. ADDITIONAL INFORMATION REGARDING BPS**

Attached as Exhibit 1 is additional information relating to BPS and its qualification to hold a Certificate of Convenience and Necessity.

Respectfully submitted this 22<sup>nd</sup> day of November, 2004.

LEWIS AND ROCA LLP



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Thomas H. Campbell  
Michael T. Hallam  
40 N. Central Avenue  
Phoenix, Arizona 85004  
Counsel for Joint Applicants

ORIGINAL AND fifteen (15) copies  
of the foregoing hand-delivered  
this 22<sup>nd</sup> day of November, 2004, to:

Arizona Corporation Commission  
Utilities Division – Docket Control  
1200 W. Washington Street  
Phoenix, Arizona 85007

COPY of the foregoing hand-delivered  
this 22<sup>nd</sup> day of November, 2004, to:

Lyn Farmer, Chief Administrative Law Judge  
Hearing Division  
Arizona Corporation Commission  
1200 West Washington  
Phoenix, Arizona 85007

Christopher Kempley, Esq.  
Chief Counsel, Legal Division  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007

Ernest Johnson  
Director, Utilities Division  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007

*Margaret Haberman*

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# **EXHIBIT 1**

ARIZONA CORPORATION COMMISSION

Application and Petition for Certificate of Convenience and Necessity to Provide  
Intrastate Telecommunications Services

Original plus 13 copies of completed application to:

For Docket Control Only:  
(Please Stamp Here)

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

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

Type of Service: \_\_\_\_\_

Docket No.: \_\_\_\_\_ Date: \_\_\_\_\_ Date Docketed: \_\_\_\_\_

Type of Service: \_\_\_\_\_

Docket No.: \_\_\_\_\_ Date: \_\_\_\_\_ Date Docketed: \_\_\_\_\_

**A. COMPANY AND TELECOMMUNICATION SERVICE INFORMATION**

(A-1) Please indicate the type of telecommunications services that you want to provide in Arizona and answer the appropriate numbered items

Resold Long Distance Telecommunications Services (Answer Sections A, B).

(A-2) The name, address, telephone number (including area code), facsimile number (including area code), e-mail address, and World Wide Web address (if one is available for consumer access) of the Applicant:

Business Productivity Solutions, Inc.; 730 2<sup>nd</sup> Avenue South, Suite 900, Minneapolis, MN 55402;  
Phone: 612-376-4400; fax: 612-436-6816; camurray@eschelon.com

(A-3) The d/b/a ("Doing Business As") name if the Applicant is doing business under a name different from that listed in Item (A-2):

N/A

(A-4) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Management Contact:

Catherine A. Murray, Manager, Regulatory Affairs, Business Productivity Solutions, Inc.  
730 2<sup>nd</sup> Avenue South, Suite 900, Minneapolis, MN 55402  
Phone: 612-436-1632; fax: 612-436-6816; camurray@eschelon.com

(A-5) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Attorney and/or Consultant:

Michael T. Hallam, Esq., Lewis and Roca LLP

40 N. Central Avenue, Suite 1900, Phoenix, Arizona 85004

Phone: 602-262-5340; fax: 602-3886, mhallam@lrlaw.com

(A-6) The name, address, telephone number (including area code), facsimile number (including area code), E-mail address of the Applicant's Complaint Contact Person:

Same as A-4

(A-7) What type of legal entity is the Applicant?

X C Corporation

(A-8) Please include "Attachment A":

Attachment "A" must include the following information:

1. A copy of the Applicant's Certificate of Good Standing as a domestic or foreign corporation, LLC, or other entity in the State of Arizona.
2. A list of the names of all owners, partners, limited liability company managers (or if a member managed LLC, all members), or corporation officers and directors (specify).
3. Indicate percentages of ownership of each person listed in A-8.2.

(A-9) Include your Tariff as "Attachment B".

Your Tariff must include the following information:

1. Proposed Rates and Charges for each service offered (reference by Tariff page number).
2. Tariff Maximum Rate and Prices to be charged (reference by Tariff page number).
3. Terms and Conditions Applicable to provision of Service (reference by Tariff page number).
4. Deposits, Advances, and/or Prepayments Applicable to provision of Service (reference by Tariff page number).
5. The proposed fee that will be charged for returned checks (reference by Tariff page number).

(A-10) Indicate the geographic market to be served:

X Statewide. (Applicant adopts statewide map of Arizona provided with this application).

(A-11) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any formal or informal complaint proceedings pending before any state or federal regulatory commission, administrative agency, or law enforcement agency.

None

(A-12) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any civil or criminal investigation, or had judgments entered in any civil matter, judgments levied by any administrative or regulatory agency, or been convicted of any criminal acts within the last ten (10) years.

None

(A-13) Indicate if the Applicant's customers will be able to access alternative toll service providers or resellers via 1+101XXXX access.

Yes

(A-14) Is applicant willing to post a Performance Bond? Please check appropriate box(s).

For Long Distance Resellers, a \$10,000 bond will be recommended for those resellers who collect advances, prepayments or deposits.

Yes

(A-15) If No to any of the above, provide the following information. Clarify and explain the Applicant's deposit policy (reference by tariff page number). Provide a detailed explanation of why the applicant's superior financial position limits any risk to Arizona consumers.

N/A

(A-16) Submit copies of affidavits of publication that the Applicant has, as required, published legal notice of the Application in all counties where the applicant is requesting authority to provide service.

"Attachment C"

(A-17) Indicate if the Applicant is a switchless reseller of the type of telecommunications services that the Applicant will or intends to resell in the State of Arizona:

Yes

If "Yes", provide the name of the company or companies whose telecommunications services the Applicant resells.

Sprint

(A-18) List the States in which the Applicant has had an application approved or denied to offer telecommunications services similar to those that the Applicant will or intends to offer in the State of Arizona:

BPS has applications pending in all states except Alaska

(A-19) List the States in which the Applicant currently offers telecommunications services similar to those that the Applicant will or intends to offer in the State of Arizona.

See A-18

(A-20) List the names and addresses of any alternative providers of the service that are also affiliates of the telecommunications company, as defined in R142-801.

Eschelon Telecom of Arizona, Inc.

## B. FINANCIAL INFORMATION

(B-1) Indicate if the Applicant has financial statements for the two (2) most recent years.

X No

If "No," explain why and give the date on which the Applicant began operations.

See Exhibit C to Joint Application, T-04280A-04-0760.

(B-2) Include "Attachment D".

Provide the Applicant's financial information for the two (2) most recent years.

1. A copy of the Applicant's balance sheet.
2. A copy of the Applicant's income statement.
3. A copy of the Applicant's audit report.
4. A copy of the Applicant's retained earnings balance.
5. A copy of all related notes to the financial statements and information.

Note: Make sure "most recent years" includes current calendar year or current year reporting period.

(B-3) Indicate if the Applicant will rely on the financial resources of its Parent Company, if applicable.

Yes

(B-4) The Applicant must provide the following information.

1. Provide the projected total revenue expected to be generated by the provision of telecommunications services to Arizona customers for the first twelve months following certification, adjusted to reflect the maximum rates for which the Applicant requested approval. Adjusted revenues may be calculated as the number of units sold times the maximum charge per unit.

Approximately \$1.9 million

2. Provide the operating expenses expected to be incurred during the first twelve months of providing telecommunications services to Arizona customers following certification.

Approximately \$1.0 million

3. Provide the net book value (original cost less accumulated depreciation) of all Arizona jurisdictional assets expected to be used in the provision of telecommunications service to Arizona customers at the end of the first twelve months of operation. Assets are not limited to plant and equipment. Items such as office equipment and office supplies should be included in this list.

No Arizona jurisdictional assets.

4. If the projected value of all assets is zero, please specifically state this in your response.

Projected value of all assets is zero

5. If the projected fair value of the assets is different than the projected net book value, also provide the corresponding projected fair value amounts.

N/A

I certify that if the applicant is an Arizona corporation, a current copy of the Articles of Incorporation is on file with the Arizona Corporation Commission and the applicant holds a Certificate of Good Standing from the Commission. If the company is a foreign corporation or partnership, I certify that the company has authority to transact business in Arizona. I certify that all appropriate city, county, and/or State agency approvals have been obtained. Upon signing of this application, I attest that I have read the Commission's rules and regulations relating to the regulations of telecommunications services (A.A.C. Title 14, Chapter 2, Article 11) and that the company will abide by Arizona state law including the Arizona Corporation Commission Rules. I agree that the Commission's rules apply in the event there is a conflict between those rules and the company's tariff, unless otherwise ordered by the Commission. I certify that to the best of my knowledge the information provided in this Application and Petition is true and correct.

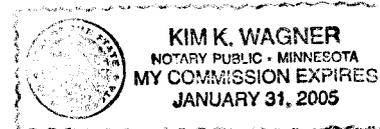
J. Jeffrey Oxley  
J. Jeffrey Oxley  
Secretary

11/19/04  
(Date)

SUBSCRIBED AND SWORN to before me this 19th day of November, 2004

Kim K. Wagner  
NOTARY PUBLIC

My Commission Expires 1/31/05



**ATTACHMENT A**

**COMMISSIONERS**  
MARC SPITZER - Chairman  
WILLIAM A. MUNDELL  
JEFF HATCH-MILLER  
MIKE GLEASON  
KRISTIN K. MAYES



**ARIZONA CORPORATION COMMISSION**

BRIAN C. MCNEIL  
Executive Secretary

DAVID RABER  
Director, Corporations Division

November 10, 2004

ACCUSEARCH INC  
2338 W ROYAL PALM ROAD  
SUITE J  
PHOENIX, AZ 85021-9339

RE: BUSINESS PRODUCTIVITY SOLUTIONS, INC.  
File Number: F-1161143-6

We are pleased to notify you that your Application for Authority to transact business in Arizona was approved and filed on October 27, 2004.

You must publish a copy of your Application for Authority. The publication must be in a newspaper of general circulation in the county of the known place of business in Arizona, as filed with the Commission for three (3) consecutive publications. An affidavit from the newspaper, evidencing such publication, must be delivered to the Commission for filing WITHIN NINETY (90) DAYS from the date of this letter.

All corporations transacting business in Arizona are required to file an Annual Report with the Commission, on the anniversary of the date of incorporation. Each year, a preprinted Annual Report form will be mailed to the corporation's known place of business approximately two months prior to the due date of the report. Should the report fail to arrive, contact the Commission. It is imperative that corporations notify the Commission immediately (in writing) if they change their corporate address, statutory agent or agent address. Address change orders must be executed (signed) by a corporate officer. Postal forwarding orders are not sufficient.

The Commission strongly recommends that you periodically check Commission records regarding the corporation. The Commission web site [www.cc.state.az.us/corp](http://www.cc.state.az.us/corp) contains information specific to each corporation of record and is a good general source of information.

If you have any questions or need further information, please contact us at (602) 542-3135 in Phoenix, (520) 628-6560 in Tucson, or Toll Free (Arizona residents only) at 1-800-345-5819.

Sincerely,  
DIANE YULE  
Examiner  
Corporations Division

CF:07, Rev: 01/2003

AZ CORPORATION COMMISSION  
FILED

OCT 27 2004

DO NOT PUBLISH  
THIS SECTION

DOCS. SUBJECT TO REVIEW.

FILE NO. FILE 1143 APPLICATION FOR AUTHORITY  
TO TRANSACT BUSINESS  
IN ARIZONA

Business Productivity Solutions, Inc.

The name of the corporation is: \_\_\_\_\_  
A(n) Minnesota Corporation  
(State, Province or Country)

1. The corporate name must contain a corporate ending which may be "corporation," "association," "company," "limited," "incorporated" or an abbreviation of any of these words. If you are the holder or assignee of a tradename or trademark, attach Declaration of Tradename Holder form. If your name is not available for use in Arizona, you must adopt a fictitious name and provide a resolution adopting the name, which must be executed by the corporation Secretary.

We are a foreign corporation applying for authority to transact business in the state of Arizona.

We are a foreign corporation currently authorized to transact business in Arizona and must now file this Application for New Authority pursuant to A.R.S. § 10-1504 because we have changed the following in our domicile jurisdiction:

- Our actual corporate name (or the name under which we originally obtained authority in Arizona).  
 The period of our duration.  
 The state, province or country of our incorporation.

1. The exact name of the foreign corporation is:

Business Productivity Solutions, Inc.

If the exact name of the foreign corporation is not available for use in this state, then the fictitious name adopted for use by the corporation in Arizona is:

\_\_\_\_\_(FN).

2. The name of the state, province or country in which the foreign corporation is incorporated is:

Minnesota

3. You must provide the total duration in years for which your corporation was formed to endure. If perpetual succession, so indicate in this section. Do not leave blank, or state not applicable.

3. The foreign corporation was incorporated on the 07 day of October,  
2004 and the period of its duration is: Perpetual

4. The street address of the principal office of the foreign corporation in the state, province or country of its incorporation is:

c/o J. Jeffery Oxley

730 Second Avenue South

Minneapolis, MN 55402

5. The statutory agent must provide both a physical and mailing address. If statutory agent has a P.O. Box, then they must also provide a physical description of their street address/location.

5. The name and street address of the statutory agent for the foreign corporation in Arizona is:

Corporation Service Company

2338 W. Royal Palm Road, Suite J

Phoenix, AZ 85021

**DO NOT PUBLISH THIS SECTION**

5.a. The street address of the known place of business of the foreign corporation in Arizona IF DIFFERENT from the street address of the statutory agent is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5.b. The Annual Report and general correspondence should be mailed to the address specified above in section 4 X or 5a \_\_\_\_\_.

5.b. Indicate to which address the Annual Report should be mailed.

6. The purpose of the corporation is to engage in any and all lawful business in which corporations may engage in the state, province or country under whose law the foreign corporation is incorporated, with the following limitations if any:

6. If the purpose of your corporation has any limitations with regard to this section, so indicate. If not, state no limitations or leave blank.

None  
\_\_\_\_\_  
\_\_\_\_\_

7. The names and usual business addresses of the current directors and officers of the foreign corporation are: (Attach additional sheets if necessary.)

See attached officers/directors rider \_\_\_\_\_ [title]

Name:

Address:

City, State, Zip:

Name:

Address:

City, State, Zip:

Name:

Address:

City, State, Zip:

8. The foreign corporation is authorized to issue 1,000 shares, itemized as follows: (Attach additional sheets if necessary.)

8. The total number of authorized shares cannot be "zero" or "N/A". Include authorized, not issued shares in this section.

1,000 shares of Common [class or series] stock at

\_\_\_\_\_ no par value or par value of \$ 0.01 per share.

\_\_\_\_\_ shares of \_\_\_\_\_ [class or series] stock at

\_\_\_\_\_ no par value or par value of \$ \_\_\_\_\_ per share.

\_\_\_\_\_ shares of \_\_\_\_\_ [class or series] stock at

\_\_\_\_\_ no par value or par value of \$ \_\_\_\_\_ per share.

**DO NOT PUBLISH THIS SECTION**

9. The total number of issued shares cannot be "N/A".

The Application must be accompanied by the following: A Certificate of Disclosure, executed within 30 days of delivery to the Commission, by a duly authorized officer

Attach a certified copy of your articles of incorporation, all amendments and mergers (AZ Const. Art. XIV, §8) and a certificate of existence or document of similar import duly authenticated (within 60 days) by the official having custody of corporate records in the state, province or country under whose laws the corporation is incorporated.

The agent must consent to the appointment by executing the consent.

9. The foreign corporation has issued 1,000 shares, itemized as follows:  
1,000 shares of Common [class or series] stock at  
no par value or par value of \$ 0.01 per share.  
\_\_\_\_\_ shares of \_\_\_\_\_ [class or series] stock at  
no par value or par value of \$ \_\_\_\_\_ per share.  
\_\_\_\_\_ shares of \_\_\_\_\_ [class or series] stock at  
no par value or par value of \$ \_\_\_\_\_ per share.

10. The character of business the foreign corporation initially intends to conduct in Arizona is:  
Telecommunication Services

DATED this 20 day of October, 2004.  
Business Productivity Solutions, Inc.

[Name of Corporation]

Executed by

[Signature]  
Duly Authorized Officer or Director

Michael A. Donahue, Vice President

[print name]

[title]

PHONE 6124366692

FAX 6124366568

[optional]

[optional]

**ACCEPTANCE OF APPOINTMENT BY STATUTORY AGENT**

The undersigned hereby acknowledges and accepts the appointment as statutory agent of this corporation effective this 25 day of Oct, 2004

Corporation Service Company

Signature

[Signature]  
Carol K. Dolor

By: Assistant Vice President

[Print Name]

Corporation Service Company

[If signing on behalf of a company serving as statutory agent, print company name here]

## **OFFICERS/DIRECTORS RIDER**

AZ-Application for Authority To Transact Business in AZ

Business Productivity Solutions, Inc.

### **List of Officers**

**Name:** Richard A. Smith **Title:** President  
**Bus. Addr.:** 730 Second Avenue South, Minneapolis, MN 55402

**Name:** J. Jeffery Oxley **Title:** Secretary  
**Bus. Addr.:** 730 Second Avenue South, Minneapolis, MN 55402

**Name:** Michael A. Donahue **Title:** VP & Treasurer  
**Bus. Addr.:** 730 Second Avenue South, Minneapolis, MN 55402

**Name:** Clifford D. Williams **Title:** Chief Executive Officer  
**Bus. Addr.:** 730 Second Avenue South, Minneapolis, MN 55402

**Name:** Geoffrey M. Boyd **Title:** Chief Financial Officer  
**Bus. Addr.:** 730 Second Avenue South, Minneapolis, MN 55402

**Name:** Dennis D. Ahlers **Title:** Asst. Secretary  
**Bus. Addr.:** 730 Second Avenue South, Minneapolis, MN 55402

### **List of Directors**

**Name:** Clifford D. Williams **Term:** Oct 07, 2005  
**Bus. Addr.:** 730 Second Avenue South, Minneapolis, MN 55402

**Name:** Richard A. Smith **Term:** Oct 07, 2005  
**Bus. Addr.:** 730 Second Avenue South, Minneapolis, MN 55402

**Name:** Geoffrey M. Boyd **Term:** Oct 07, 2005  
**Bus. Addr.:** 730 Second Avenue South, Minneapolis, MN 55402

ARIZONA CORPORATION COMMISSION  
CORPORATIONS DIVISION

Phoenix Address: 1300 West Washington  
Phoenix, Arizona 85007-2929

Tucson Address: 400 West Congress  
Tucson, Arizona 85701-1347

**PROFIT**  
**CERTIFICATE OF DISCLOSURE**  
**A.R.S. §10-202.D**

Business Productivity Solutions, Inc.

EXACT CORPORATE NAME

A. Has any person serving either by election or appointment as officer, director, trustee, incorporator and persons controlling or holding over 10% of the issued and outstanding common shares or 10% of any other proprietary, beneficial or membership interest in the corporation:

1. Been convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
2. Been convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses, or restraint of trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
3. Been or are subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the execution of this Certificate wherein such injunction, judgment, decree or permanent order:
  - (a) Involved the violation of fraud or registration provisions of the securities laws of that jurisdiction?; or
  - (b) Involved the violation of the consumer fraud laws of that jurisdiction?; or
  - (c) Involved the violation of the antitrust or restraint of trade laws of that jurisdiction?

Yes \_\_\_\_\_ No X

B. IF YES, the following information MUST be attached:

- |   |  |
|---|--|
| 1. Full name, prior name(s) and aliases, if used.           | 6. Social Security number.   |
| 2. Full birth name.   | 7. The nature and description of each conviction or judicial action, date and location, the court and public agency involved and file or cause number of case. |
| 3. Present home address.                                    |  |
| 4. Prior addresses (for immediate preceding 7-year period). |  |
| 5. Date and location of birth.                              |  |

C. Has any person serving as an officer, director, trustee or incorporator of the corporation served in any such capacity or held or controlled over 20% of the issued and outstanding common shares, or 20% of any other proprietary, beneficial or membership interest in any other corporation which has been placed in bankruptcy, receivership or had its charter revoked, or administratively or judicially dissolved by any state or jurisdiction?

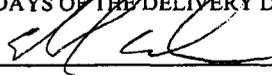
Yes \_\_\_\_\_ No X

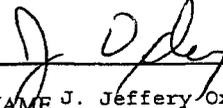
IF YOUR ANSWER TO THE ABOVE QUESTION IS "YES", YOU MUST ATTACH THE FOLLOWING INFORMATION FOR EACH CORPORATION:

- |   |   |
|---|---|
| 1. Name and address of the corporation.                               | 3. State(s) in which the corporation:   |
| 2. Full name (including aliases) and address of each person involved. | (a) Was incorporated. (b) Has transacted business.                                      |
|   | 4. Dates of corporate operation.  |
|   | 5. Date and case number of Bankruptcy or date of revocation/administrative dissolution. |

D. The fiscal year end adopted by the corporation is December 31

Under penalties of law, the undersigned incorporator(s)/officer(s) declare(s) that I(we) have examined this Certificate, including any attachments, and to the best of my(our) knowledge and belief it is true, correct and complete, and hereby declare as indicated above. THE SIGNATURE(S) MUST BE DATED WITHIN THIRTY (30) DAYS OF THE DELIVERY DATE.

BY 

BY 

PRINT NAME Michael A. Donahue

PRINT NAME J. Jeffery Oxley

TITLE Vice President DATE October 20, 2004 TITLE Secretary DATE October 20, 2004

DOMESTIC CORPORATIONS: ALL INCORPORATORS MUST SIGN THE INITIAL CERTIFICATE OF DISCLOSURE. If within sixty days, any person becomes an officer, director, trustee or person controlling or holding over 10% of the issued and outstanding shares or 10% of any other proprietary, beneficial, or membership interest in the corporation and the person was not included in this disclosure, the corporation must file an AMENDED certificate signed by at least one duly authorized officer of the corporation.

FOREIGN CORPORATIONS: MUST BE SIGNED BY AT LEAST ONE DULY AUTHORIZED OFFICER OF THE CORPORATION.

**Application and Petition for  
Certificate of Convenience and Necessity to Provide  
Intrastate Telecommunications Services**

**Business Productivity Solutions, Inc.**

Attachment to A-8.2. Officers and Directors

Name:	Richard A. Smith	Title: President
Bus. Address:	730 Second Avenue South Minneapolis, MN 55402	
Name:	J. Jeffrey Oxley	Title: Secretary
Bus. Address:	730 Second Avenue South Minneapolis, MN 55402	
Name:	Michael A. Donahue	Title: VP & Treasurer
Bus. Address:	730 Second Avenue South Minneapolis, MN 55402	
Name:	Clifford D. Williams	Title: Chief Executive Officer
Bus. Address:	730 Second Avenue South Minneapolis, MN 55402	
Name:	Geoffrey M. Boyd	Title: Chief Financial Officer
Bus. Address:	730 Second Avenue South Minneapolis, MN 55402	
Name:	Dennis D. Ahlers	Title: Asst. Secretary
Bus. Address:	730 Second Avenue South Minneapolis, MN 55402	
Name:	Clifford D. Williams	Title: Director
Bus. Address:	730 Second Avenue South Minneapolis, MN 55402	Term: October 7, 2005
Name:	Richard A. Smith	Title: Director
Bus. Address:	730 Second Avenue South Minneapolis, MN 55402	Term: October 7, 2005
Name:	Geoffrey M. Boyd	Title: Director
Bus. Address:	730 Second Avenue South Minneapolis, MN 55402	Term: October 7, 2005

Attachment to A-8.3. Shareholders

BPS is wholly-owned subsidiary of Eschelon Operating Company, which is wholly-owned by Eschelon Telecom, Inc.

**ATTACHMENT B**

Business Productivity Solutions, Inc.

A.C.C. Tariff No. 1  
Original Page 1

730 2nd Avenue South, Suite 900  
Minneapolis, MN 55402  
Issued: November , 2004

Effective: January 1, 2005

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INTEREXCHANGE SERVICES TARIFF

**Business Productivity Solutions, Inc.**

With Principal Offices At  
730 2<sup>nd</sup> Avenue South, Suite 900  
Minneapolis, MN 55402

REGULATIONS AND SCHEDULE OF CHARGES FOR  
RESALE OF INTEREXCHANGE  
TELECOMMUNICATION SERVICES  
WITHIN THE STATE OF ARIZONA

Business Productivity Solutions, Inc.

A.C.C. Tariff No. 1

730 2nd Avenue South, Suite 900

Original Page 2

Minneapolis, MN 55402

Issued: November , 2004

Effective: January 1, 2005

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INTEREXCHANGE SERVICES TARIFF

**Check Page**

All the 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.

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16	Original Page
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18	Original Page
19	Original Page
20	Original Page

\*New or Revised Pages

Business Productivity Solutions, Inc.

A.C.C. Tariff No. 1

730 2nd Avenue South, Suite 900

Minneapolis, MN 55402

Original Page 3

Issued: November , 2004

Effective: January 1, 2005

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INTEREXCHANGE SERVICES TARIFF

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**CONCURRING, CONNECTING OR  
OTHER PARTICIPATING CARRIERS**

None

**SYMBOLS**

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

- D - Delete or Discontinue
- I - Change Resulting in an Increase to a Customer's Bill
- M - Moved to or from Another Tariff Location
- N - New
- R - Change Resulting in a Reduction to a Customer's Bill
- T - Change in Text or Regulation but no Change in Rate or Charge

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**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, Page 14, 1st Revised Cancels Page 14, Original.
- C. Paragraph Numbering Sequence - There are five 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
- D. Check Page - When a filing is made with the Commission, an updated Check Page accompanies the filing. The Check Page lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the Check Page is changed to reflect the revision.

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## INTEREXCHANGE SERVICES TARIFF

### **SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**ANI:** ANI is an acronym for Automatic Number Identification.

**Access Line:** An Access Line is a transmission line from either the LEC's or the Underlying Carrier's Point-of-Presence (POP) to the Customer's premises. An Access Line is used to process voice and limited speed data calls.

**AT&T:** AT&T refers to AT&T Communications, Inc.

**Business Customer:** A Business Customer is a Customer who subscribes to the Company's service(s) and whose primary use of the service is of a business nature.

**Commission:** Commission refers to the Arizona Corporation Commission.

**Company:** Company refers to Business Productivity Solutions, Inc.

**Customer:** The Customer is a person or legal entity which subscribes to service(s) from the Company and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

**Dedicated Access:** If a Customer's location has a direct path to the network of the Underlying Carrier, it is considered Dedicated Access. When Dedicated Access is required to access the Company's services, the Customer is responsible for obtaining access. In telecommunications terminology, this is also referred to as special access.

**DUC:** DUC is an acronym for Designated Underlying Carrier.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Employees:** The term employees refers to the employees of Business Productivity Solutions, Inc., and all subsidiaries, affiliates, agents, and any other groups designated by the Company.

**InterLATA Call:** An InterLATA call is any call that originates and terminates in a different LATA.

**IntraLATA Call:** An IntraLATA call is any call that originates and terminates within the same LATA.

**LATA:** LATA stands for Local Access and Transport Area which is a geographic boundary, within which the LEC provides communications services.

**LEC:** LEC is an acronym for Local Exchange Carrier which is the serving telephone company providing local services to subscribers.

**MATR:** MATR stands for Minimum Average Time Requirement.

**Multi-Dwelling Unit:** A single building or a complex of buildings with two or more separate living units located on a continuous property, or sharing common management or control.

**NPA:** NPA literally stands for Numbering Plan Area but is more commonly referred to as an area code.

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## INTEREXCHANGE SERVICES TARIFF

### **SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**NXX:** NXX is the first three digits of the Customer's telephone number. N is a number between 2 and 9. X is a number between 0 and 9.

**PBX:** PBX is an acronym for Private Branch Exchange.

**Plan S:** Plan S is a provisioning option and means the Customer is provisioned utilizing the facilities of Underlying Carrier 2.

**POP:** POP is an acronym for Point-of-Presence and is the central office of the Underlying Carrier where the LEC hands off the traffic of the Company's Customers or where the T-1.5 digital facility interconnects with the Underlying Carrier.

**Residential Customer:** A Residential Customer is a Customer who subscribes to the Company's service(s) in a non-business, trade, or professional name, for personal use only.

**Shared Tenant Service:** ("STS") is a class of local exchange service furnished by the telephone company through common switching or billing arrangements to a provider who either resells the service or enters into non-profit cost sharing arrangements with end users.

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## INTEREXCHANGE SERVICES TARIFF

### **SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Subscriber:** The Subscriber is a person or legal entity which subscribes to service(s) from the Company and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

**Switched Access:** If the Customer's location has a transmission line that is switched through the LEC to reach the network of the Underlying Carrier, the access is switched.

**T-1 Digital Service:** T-1 Digital Service, also called T-1, is a digital link between two points. This link typically transmits at speeds of 1.544 megabits per second. In most cases, this service allows twenty-four access paths between any two points.

**Underlying Carrier:** Underlying Carrier refers to the interexchange carrier that provides the long distance services the Company resells.

INTEREXCHANGE SERVICES TARIFF

**SECTION 2 - RULES AND REGULATIONS**

2.1 Undertaking of the Company

The Company's services are offered for intrastate InterLATA and IntraLATA telecommunication services originating and terminating within the State of Arizona under terms of this Tariff. Services are offered subject to the availability of facilities and the terms and conditions of this Tariff. The Company resells the services of facility based carriers subject to the terms of any applicable interstate offering or arrangement between the DUC and the Company.

This Tariff is on file with the Commission and copies may be inspected during normal business hours at the Company's principal place of business which is located at 730 2<sup>nd</sup> Avenue South, Suite 900, Minneapolis, MN 55402.

2.2 Limitations

2.2.1 Service is offered subject to the availability of facilities and the provisions of this Tariff.

2.2.2 The Company reserves the right to discontinue furnishing service, or limit the use of service without liability when necessitated by conditions beyond its control, or when the Customer is using service in violation of the law or the provisions of this Tariff.

2.2.3 Prior written permission from the Company is required before any assignment or transfer of service which consent cannot be unreasonably withheld. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

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INTEREXCHANGE SERVICES TARIFF

**SECTION 2 - RULES AND REGULATIONS**

2.3 Liabilities of the Company

2.3.1 Conditions under which the Company may refuse or terminate service without liability include:

- For non-payment of any sum owing to the Company in accordance with Paragraph 2.12.2.; or
- For insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, or pre-arranged account code numbers; or
- For any violation by a Customer related to the request for such service of either the provisions of this Tariff or any laws, rules, regulations, or policies; or
- By reason of any order or decision of a court or other governmental authority which prohibits the Company from furnishing such service; or
- If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, or services; or
- Failure to meet specific program provisions; or
- Any reasonable business reason; or
- Failure to meet the Company's credit extension policy; or
- The Company is selling, transferring, or ending the business.

INTEREXCHANGE SERVICES TARIFF

**SECTION 2 - RULES AND REGULATIONS**

2.3 Liabilities of The Company (continued)

2.3.2 The Company's liability for any failure of performance hereunder due to causes beyond its control, including, but not limited to:

- unavoidable interruption in the working of transmission facilities;
- acts of God such as storms, fire, flood, or other catastrophes;
- any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority;
- national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or,
- notwithstanding anything in this tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment

shall in no event exceed the proportionate charge of the Company billing to the Customer for the period of service during which the impairment existed.

---

INTEREXCHANGE SERVICES TARIFF

**SECTION 2 - RULES AND REGULATIONS**

2.3 Liabilities of The Company (continued)

2.3.3 The liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of furnishing service hereunder and not caused by the negligence or intentional acts of the Customer shall in no event exceed an amount equivalent to the initial period charge to the Customer according to this Tariff for the call during which such mistake, omission, interruption, delay, error or defect in the course of furnishing service hereunder occurs, except in cases of willful misconduct by the Company.

2.3.4 The Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.

2.3.5 The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence. The Subscriber shall indemnify and hold harmless the Company from any claim of the owner of the Subscriber's premises or other third party claims for such damages.

2.3.6 No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization. The Subscriber will indemnify and hold harmless the Company from any claims of the owner of the Subscriber's premises or other third party claims for such damages.

2.3.7 The Company is not liable for any damages the Subscriber may incur as a result of the unlawful use or use by an unauthorized person.

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INTEREXCHANGE SERVICES TARIFF

**SECTION 2 - RULES AND REGULATIONS**

2.3 Liabilities of The Company (continued)

2.3.8 This service is furnished subject to the conditions that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes:

- The use of the service of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for service;
- The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain service by rearranging, tampering with, or making connection with any service components of the DUC, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service;
- The use of the service of the Company for a message or messages, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another;
- The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

INTEREXCHANGE SERVICES TARIFF

**SECTION 2 - RULES AND REGULATIONS**

2.3 Liabilities of The Company (continued)

2.3.9 Consequential And Other Damages

The Company's liability shall be limited to that expressly assumed in Paragraph 2.3 hereof. The Company shall not be liable for any other direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, service provided hereunder, absent a determination of willful misconduct by judicial or administrative proceedings. With respect to any services provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and fitness for a particular purpose.

2.3.10 With respect to Prepaid Calling Card Services, the company makes no warranty, guarantee, representation, either express or implied, regarding the merchantability, accuracy, reliability, condition, or fitness of the information provided in connection with the use of the Services.

2.4 Use of Service

The Customer may not use any of the services offered by the Company under this Tariff for any unlawful purpose.

---

INTEREXCHANGE SERVICES TARIFF

**SECTION 2 - RULES AND REGULATIONS**

2.5 Obligations of the Customer

2.5.1 The Company shall be indemnified and held harmless by the Customer against:

- Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted by the Company;
- Violation of any other literary, intellectual, artistic, dramatic, or musical right;
- Violations of the right to privacy;
- Claims of patent infringement arising from combining or connecting Company's facilities or the facilities of the DUC with apparatus and systems of the Customer;
- All lost or stolen calling cards;
- Any other rights whatsoever relating to or arising from message content or the transmission thereof;
- All other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.

---

INTEREXCHANGE SERVICES TARIFF

**SECTION 2 - RULES AND REGULATIONS**

2.5 Obligations of the Customer (continued)

2.5.2 The Customer shall be responsible for the payment of all charges for services provided under this Tariff and for the payment of all excise, sales, use or other similar taxes that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this Tariff.

2.5.3 The Company shall not be liable by the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. In the event that the Customer is not satisfied with the Company's resolution of any dispute, the Customer may make application to the Commission for review and disposition of the matter.

2.5.4 The Company's failure to provide or maintain service under this tariff shall be excused by the Customer for all circumstances beyond the Company's reasonable control.

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INTEREXCHANGE SERVICES TARIFF

**SECTION 2 - RULES AND REGULATIONS**

2.5 Obligations of the Customer (continued)

2.5.5 The Customer shall indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in Paragraph 2.3 and arising in connection with the provision of service to the Customer, and shall protect and defend the Company from any suits or claims alleging such liability, and shall pay all expenses (including attorneys' fees) and satisfy all judgements which may be incurred by or rendered against the Company in connection therewith.

2.5.6 The calling party is responsible for establishing its identity as often as necessary during the course of a call. The calling party assumes full responsibility for identifying the station, party, or person with whom connection is made at the called number or numbers.

2.6 Restoration of Service

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

2.7 Customer Service

Customer Service may be contacted in writing to the Company at P.O. Box 12039, Salem, Oregon or via a toll free 800 number. The Company offers its Customers several toll free 800 numbers depending on the Customer's program. Service representatives are available to assist with service complaints Monday through Friday from 8:00 AM to 8:00 PM Pacific Time. If a Customer calls Customer Service after hours, the call goes to an answering machine. If the call is not an emergency, the answering machine takes a message for a return call the next business day.

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INTEREXCHANGE SERVICES TARIFF

**SECTION 2 - RULES AND REGULATIONS**

2.8 Interruption of Service

- 2.8.1 Credit allowances for the interruption of service are subject to the general liability provisions set forth in Paragraph 2.3.2 preceding. It shall be the obligation of the Customer to notify the Company of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the interruption is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer.
- 2.8.2 For usage sensitive Services, the credit allowance for interruption of Service is limited to the charge for the initial period.
- 2.8.3 For private line Services, no credit for monthly recurring charges shall be issued for outages less than thirty minutes in duration. When service is interrupted for thirty (30) continuous minutes or more, credit is allowed on demand to the Company, computed as set forth below, provided such interruption is not shown by the Company to have been caused by the negligence or willful action of the Customer, or any other persons at a Customer's terminal location, or is not caused by the failure of the Customer's equipment or power supply. Credit is computed by multiplying the monthly rate for the service by the ratio that the number of hours of interruption bears to 720 hours. (For the purpose of this computation each month shall be considered to have 720 hours.) The monthly bill on which the credit will be based shall be the non-usage sensitive charges for the month during which the interruption occurred, not including access and equipment charges. An interruption is measured from the time the Company detects trouble, or the Customer notifies the Company of the interruption by an expeditious means, until the trouble is cleared. Each interruption is considered separately for purposes of establishing credit allowance. Interruptions shall be accumulated to the nearest half hour period. The credit for a monthly billing period shall not exceed the monthly rate. The Customer shall not receive a credit if an interruption is (i) caused by the negligence or willful misconduct of Customer or others authorized by Customer to use the services provided by the Company; (ii) due to a failure of power, facilities, equipment, systems or connections not provided by the Company; (iii) caused by the failure of access to Customer's network; (iv) a result of scheduled maintenance; or (v) due to any cause beyond the Company's control.

---

INTEREXCHANGE SERVICES TARIFF

**SECTION 2 - RULES AND REGULATIONS**

2.9 Obtaining Service

2.9.1 Application for Service

To obtain service, the Company requires the Customer to complete a letter of agency or other authorization it deems appropriate.

2.9.2 Establishment of Credit

The Company reserves the right to examine the credit record and check the references of all applicants and Customers. The Company may examine the credit profile/record of any applicant prior to accepting the service order or Customer's deposit. These shall not in themselves obligate the Company to provide services or to continue to provide services, if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interests of the Company.

2.9.3 Deposits

(A) General

Any applicant whose credit has not otherwise been duly established as provided in Section 2.9.2 hereof may be required to make a deposit to be held as a guarantee of payment of charges. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held in the event that the conditions of service or basis on which credit was originally established have materially changed.

INTEREXCHANGE SERVICES TARIFF

**SECTION 2 - RULES AND REGULATIONS**

2.9 Obtaining Service (continued)

2.9.3 Deposits (continued)

(B) Amount of Deposit

The amount of any deposit shall not exceed the estimated charges for two months' service. The Company shall determine the amount of the deposit.

(C) Return of Deposit

A deposit will be returned:

- When an application for service has been canceled prior to the establishment of service. The deposit will be applied to any charges applicable in accordance with the Tariff and the excess portion of the deposit will be returned.
- At the end of one year of satisfactory credit history.
- Upon discontinuance of service. The Company will refund the Customer's deposit or the balance in excess of unpaid bills.

(D) Interest on Deposits

The Company will pay interest on deposits in accordance with Commission rules.

(E) Escrow of Deposit

The Customer's deposit will be held by the Company.

---

INTEREXCHANGE SERVICES TARIFF

**SECTION 2 - RULES AND REGULATIONS**

2.10 Rendering and Payment of Bill

2.10.1 Billing Period

The billing period is a month.

2.10.2 Rendering Bill

(A) Business Customers

Bills will be sent to the current billing address no later than forty five (45) days following the close of billing.

(B) Residential Customers

A Residential Customer's bill for the Company's services will be rendered by the Company. Usage charges and taxes will be billed monthly. The customer shall be responsible for payment to the Company of all excise, sales, use or other similar taxes which may be levied by a governing body or bodies for service rendered.

(C) Employees

Employees have a choice of direct billing by the Company or a payroll deduction plan.

2.10.3 Private Line Services

Monthly recurring charges will begin to accrue on the date of installation and turnover of circuit for the customer's use. All recurring charges which are determinable in advance, including minimum charges, may be billed a month in advance of service (e.g., bills generated in January will cover the month of February) or in the current month and reflect the rates in effect as of the date of the invoice. Installation and other non-recurring charges will be billed on or after service installation. Termination charges will be billed at the time of termination.

---

INTEREXCHANGE SERVICES TARIFF

**SECTION 2 - RULES AND REGULATIONS**

2.10 Rendering and Payment of Bill (continued)

2.10.4 Payment

(A) Business Customers

Payment is due within twenty two (22) days of the invoice date. Payments will be made directly to the Payment Center at the address indicated on the bill.

(B) Residential Customers

Payment is due within twenty (20) days of the invoice date. Bills are delinquent thirty (30) days after the invoice date.

(C) Employees

For employees that choose direct billing, payment is due within twenty two (22) days of the invoice date.

2.10.5 Billing Disputes

Billing disputes are handled by the Company's Customer Service organization. See Paragraph 2.8.

INTEREXCHANGE SERVICES TARIFF

**SECTION 2 - RULES AND REGULATIONS**

2.11 Cancellation of Service By Customer

2.11.1 General

Customers may cancel service only by giving a thirty (30) day written notice to the Company. Written notice should be directed to Business Productivity Solutions, Inc., P.O. Box 12039, Salem, Oregon or via a toll free 800 number, (800) 775-4322. Upon receipt of the written notice, the Company places an order with the DUC to cancel service. If the Customer is moving to another Interexchange Carrier, the DUC advises the LEC to cancel service. The Customer may also directly contact the LEC and advise the LEC to change the Customer's Primary Interexchange Carrier Code (PIC).

2.11.2 Customers With Switched Access

The Customer's service is canceled when the LEC changes the Primary Interexchange Carrier (PIC) code or when the DUC cancels the service offered by the Company.

2.11.3 Customers With Dedicated Access

The Customer's service is canceled when the DUC cancels the service offered by the Company or when the Dedicated Access is moved to another DUC.

2.11.4 Customers with Private Line Service

Customers must provide written notification of Service termination at least 30 days in advance of the requested termination date. In the event of early termination of Service, the Customer will be obligated as set forth in Section 3.15.2 of this Tariff.

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**SECTION 2 - RULES AND REGULATIONS**

2.12 Termination of Service By Company

2.12.1 Notice of Service Termination

Every effort will be made to provide a Customer five (5) days written notice of termination of service. However, in the event of emergency or threatened or actual disruption of service to other Customers, the Company may terminate service without notice. See Paragraph 2.3 for other conditions which the Company may refuse or terminate service.

2.12.2 Non-Payment

If payment is not received within forty five (45) days from the billing date, a termination notice is sent to the Customer.

2.12.3 Termination of Service

Service will not be terminated if the Company receives payment prior to the termination date listed on the termination notice or if the Company and the Customer are negotiating a payment arrangement.

2.12.4 Those customers who are billed for long distance charges through their Local Exchange Company will be subject to the policies of the Local Exchange Company in lieu of the provisions of 2.12.1 through 2.12.3 herein.

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INTEREXCHANGE SERVICES TARIFF

**SECTION 2 - RULES AND REGULATIONS**

2.13 Taxes

In addition to the charges specifically pertaining to the Company's services, certain federal, state, and local surcharges, taxes and fees will be applied. These taxes, surcharges, and fees are calculated based upon the amount billed to the end user for the Company's intrastate services. All state and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.14 Transfer or Assignment

The Company's intrastate services may not be transferred or assigned to a new Customer unless the new Customer's credit is approved. Paragraph 2.3.1 covers additional conditions under which the Company reserves the right to refuse service to Customers.

2.15 Installation and Connection Charges

The Company does not assess charges for installation and connection of intrastate long distance services. If installation and/or connection charges are assessed, these charges are billed directly by the DUC, LEC, or private carrier.

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**SECTION 2 - RULES AND REGULATIONS**

2.16 Timing of Calls

2.16.1 General

Calls are timed and measured by the DUC whose services are resold by the Company in accordance with its own Tariff.

2.16.2 Calls Billed to the Exchange Card

Calls will be timed by the interexchange carrier that carries the call billed to the calling card.

2.16.3 All Calls

Usage begins when the called party picks up the receiver and the local telephone company sends a signal to the switch which utilizes hardware answer supervision or software tone detection. A call is terminated when the calling or called party hangs up.

INTEREXCHANGE SERVICES TARIFF

**SECTION 2 - RULES AND REGULATIONS**

2.17 Rate Period

2.17.1 General

Different rates may be applicable to an intrastate call at a different time of the day and on certain days of the week as specified in the appropriate rate schedule for that call. The rate periods shown below apply. All times shown are local time at the calling station in case of an outbound call and at the called station in case of an inbound call. Peak period is the same as Day and Off-Peak period is all other times.

2.17.2 All Other Rate Schedules and All Services and All Time Sensitive Services

For Business Customers, the peak rate period is 8:00 AM to but not including 5:00 PM, Monday through Friday. For Residential Customers, the peak rate period is 7:00 AM to but not including 7:00 PM, Monday through Friday. The off-peak rate period is all other times. The day, evening, and night rate periods are as follows:

Rate Period	Times Applicable		Days Applicable
	From	To But Not Including	
Day	8:00 AM	5:00 PM	Mon - Fri
Evening	5:00 PM	11:00 PM	Sun - Fri
Night	11:00 PM	8:00 AM	All days
	8:00 AM	11:00 PM	Saturday
	8:00 AM	5:00 PM	Sunday

INTEREXCHANGE SERVICES TARIFF

**SECTION 2 - RULES AND REGULATIONS**

2.18 Mileage Measurements

2.18.1 General

Each rate center or POP has a unique set of assigned vertical and horizontal (V&H) coordinates which are used by the DUC for calculating mileage. Calculation of mileage is in accordance with the V&H coordinate system. Mileage measurements for calls billed to one of the Company's calling card services will be determined by the interexchange carrier that carries the call billed to the calling card.

2.18.2 Other Mileage Sensitive Services

The distance is measured using the V&H coordinates associated with either the rate centers of the originating and terminating stations or the V&H coordinates associated with the originating and terminating POP of the DUC. The type of access determines which V&H coordinates are used. For Private Line Services, mileage measurements are calculated by the DUC whose services the Company resells. These measurements are used by the Company in the calculation of its charges.

If a call is originated or terminated via switched access, the distance is measured using the V&H coordinates associated with the rate centers of the originating or terminating station. If the call is originated or terminated via dedicated access, the distance is measured using the V&H coordinates associated with the originating or terminating POP of the DUC.

The rate for a call between access lines associated with stations that use the same central office is the rate for zero miles.

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INTEREXCHANGE SERVICES TARIFF

**SECTION 2 - RULES AND REGULATIONS**

2.19 Determination of Airline Mileage

2.19.1 Calls Mileaged by DUC 1

For the purpose of determining airline mileage, vertical and horizontal grid lines have been established across the state. The spacing between adjacent vertical grid lines and between horizontal grid lines represents a distance of one coordinate unit. The unit is the square root of 0.1, expressed in airline miles. A vertical (V) and a horizontal (H) coordinate is computed for each rate center from its latitude and longitude location by use of appropriate map-projection equations. A pair of V&H coordinates locates a rate center, for determining airline mileage, at a particular intersection of an established vertical grid line with an established horizontal grid line. The distance between any two rate centers is the airline mileage computed as explained as follows.

To determine the rate distance between any two rate centers proceed as follows:

- (A) Obtain the "V" and "H" coordinates for each rate center.
- (B) Obtain the difference between the "V" coordinates of the two rate centers. Obtain the difference between the "H" coordinates. The difference is always obtained by subtracting the smaller coordinate from the large coordinate.
- (C) Divide each of the differences in B preceding by three, rounding each quotient to the nearer integer.

INTEREXCHANGE SERVICES TARIFF

**SECTION 2 - RULES AND REGULATIONS**

2.19 Determination of Airline Mileage (continued)

2.19.1 Calls Mileaged by DUC 1 (continued)

(D) Square these two integers and add the two squares. If the sum of the squares is greater than 1777, divide the integers obtained in C preceding by three and repeat Step D. Repeat this process until the sum of the squares obtained in Step D is less than 1778.

(E) The number of successive division by three in Steps C and D determines the value of "N". Multiply the final sum of the two squares obtained in Step D by the multiplier specified in the following table for the value of "N" preceding.

N	Multiplier	Minimum Rate Mileage
1	0.9	-
2	8.1	41
3	72.9	121
4	656.1	361
5	5,904.9	1,081
6	53,144.1	3,241

INTEREXCHANGE SERVICES TARIFF

**SECTION 2 - RULES AND REGULATIONS**

2.19 Determination of Airline Mileage (continued)

2.19.1 Calls Mileaged by DUC 1 (continued)

- (F) Obtain square root of product in E preceding and with any resulting fraction, round up to the next higher integer. This is the message rate mileage except that when the mileage so obtained is less than the minimum rate mileage show in E preceding, the minimum rate mileage corresponding to the "N" value is applicable.

2.19.2 Calls Mileaged By DUC 2

Calculation of distance is in accordance with the V&H coordinate system. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal (V&H) coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in its NPA-NXX V & H Coordinates Tape and in NECA Tariff No. 4.

FORMULA:

$$\sqrt{\frac{[(V1 - V2)^2 + (H1 - H2)^2]}{10}}$$

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INTEREXCHANGE SERVICES TARIFF

**SECTION 2 - RULES AND REGULATIONS**

2.20 Holiday Rates

Holiday rates do not apply.

2.21 Rounding

2.21.1 General

Usage charges apply to all completed calls. The usage charges for each completed call during a billing month will be computed.

2.21.2 All Services

If the total charge includes a fraction of a cent, the fraction is rounded up to the next whole cent. If the payphone surcharge includes a fraction of a cent, the fraction is rounded up to the next higher whole cent.

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INTEREXCHANGE SERVICES TARIFF

**SECTION 2 - RULES AND REGULATIONS**

2.22 Determining Rate In Effect

2.22.1 General

For outbound services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the calling station determines the rate in effect. For inbound services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the called station determines the rate in effect.

2.22.2 All Calls Originating Via Switched Access

When a unit of time is split between two rate periods, each rate period applies to the portion of the call that occurred during that rate period.

2.22.3 Calls Originating Via Dedicated Access

When a unit of time is split between two rate periods, the rate is based on the rate period in which it began.

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**SECTION 2 - RULES AND REGULATIONS**

2.23 Changes to Service Offerings

The Company reserves the right to add, change, or delete services and/or DUCs at any time.

2.24 Application of Rates and Charges

Rates and charges specified for services offered under this Tariff are maximums. Any change to a rate or charge at or below the maximum level shall not be construed as an application to increase rates. The rates and charges applicable at any given time are covered in a price list furnished to the Commission by the Company.

Not less than fourteen (14) days prior to the effective date of any changes in the rates and charges, the Company will furnish the Commission a new price list reflecting the changed rates and charges. New Tariff pages would be filed with the Commission for approval only when increasing maximum levels.

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INTEREXCHANGE SERVICES TARIFF

**SECTION 3 – DESCRIPTION OF SERVICES**

3.1 Service Offerings

3.1.1 All Services are interstate Services with the Customer having the option of using the Service to place intrastate calls. The intrastate Services are available only if the Customer subscribes to the companion interstate Service. The Company determines the DUC for all Services.

3.1.2 Toll Free Services permit calls to be completed to the Customer's location without charge to the calling party. Access to the Service is gained by dialing a ten digit telephone number (8XX) NXX-XXXX or other TFN which terminates at the subscriber's location. Calls are originated from any point in the state on any type of access.

3.2 Long Distance

Long Distance is an inbound and outbound customized business telecommunication Service designed to provide a unified Service for single or multi-location Business Customers. This Service offers the Business Customer various combinations of direct dial long distance, TFS, calling card, and directory assistance Services. The Company determines the DUC. This Service is limited to those Business Customers who subscribe to the companion interstate Service. Except for the intrastate usage rates set forth in Section 4 herein, this Service is subject to the rates, terms, and conditions for interstate Service including any minimum revenue and term plan requirements. All calls, excluding calling card calls, for Option 1 are billed in six (6) second increments subject to a minimum connect time of eighteen (18) seconds, and all calls are rounded up to the next highest six (6) second increment. For example, a twelve (12) second Call would be billed as eighteen (18) seconds while a twenty (20) second Call would be billed as twenty-four (24) seconds. All calls, excluding calling card calls, for Option 2 are billed in six (6) second increments subject to a minimum connect time of thirty seconds, and all calls are rounded up to the next highest six (6) second increments. For example, a twelve (12) second Call would be billed as thirty seconds while a forty (40) second Call would be billed as forty-two (42) seconds. Calling Card calls are billed in one (1) minute increments subject to a minimum connect time of one (1) minute, and all calls are rounded up to the next highest minute.

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INTEREXCHANGE SERVICES TARIFF

**SECTION 3 – DESCRIPTION OF SERVICES**

3.3 Dedicated Plus Services

Dedicated Plus Services are inbound and outbound customized telecommunications Service designed to provide a unified Service for single or multi-location companies utilizing dedicated access between the Customer's premise and the DUC's network. Calling card and directory assistance as well as other switched Services are available to subscribers of this Service through NetValue Services with direct billing from the Company. The Company determines the DUC. This Service is limited to those Customers who subscribe to the companion interstate Service. Except for the intrastate usage rates set forth in Section 4 herein, this Service is subject to the rates, terms, and conditions for the companion interstate Service. All calls are billed in six (6) second increments subject to a minimum connect time of eighteen (18) seconds, and all calls are rounded up to the next highest six (6) second increment. For example, a twelve (12) second call would be billed as eighteen (18) seconds while a twenty (20) second call would be billed as twenty-four (24) seconds.

3.4 Business Services

Business Services are inbound and outbound customized telecommunications Services designed to provide a unified Service for single or multi-location companies. These Services offer the Customer various combinations of direct dial long distance, 800 Service, and calling card Service with direct billing from the Company. The Company determines the DUC. These Services are limited to those Customers who subscribe to the companion interstate Service. Except for the intrastate usage rates set forth in Section 4 herein, these Services are subject to the rates, terms, and conditions for the companion interstate Service including minimum revenue and term plan requirements. All calls are billed in six (6) second increments subject to a minimum connect time of eighteen (18) seconds, and all calls are rounded up to the next highest six (6) second increment. For example, a twelve (12) second Call would be billed as eighteen (18) seconds while a twenty (20) second Call would be billed as twenty-four (24) seconds.

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INTEREXCHANGE SERVICES TARIFF

**SECTION 3 – DESCRIPTION OF SERVICES**

3.5 Directory Assistance

3.5.1 Description of Service

Intrastate Directory Assistance involves the supplying of assistance in determining or attempting to determine the telephone number of a party.

3.5.2 Availability of Service

Directory Assistance is available to any Customer that has access to the directory assistance bureau of the DUC. If a Customer with Switched Access calls directory assistance for a call within their area code, the call is handled by the LEC. If a Customer with Switched Access calls directory assistance for a call within the state but outside of their area code, the call is routed to the DUC for handling. Customers with Dedicated Access must program their PBX to route directory assistance calls over their Switched Access lines.

3.6 Calling Card

Calling Card allows the Customer or end user to bill a call to their primary service location when the caller is away from their established service location. Customers access the network from anywhere in the state by dialing a universal "800" number plus a calling card code and the called telephone number.

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INTEREXCHANGE SERVICES TARIFF

**SECTION 3 – DESCRIPTION OF SERVICES**

3.7 Ultimate Affinity Calling Card

The Ultimate Affinity Calling Card allows the Customer or end-user to bill the charges for a call to a new or existing credit card of the Customer approved by the Company when the caller is away from their established Service location. Customers access the network from anywhere in the state by dialing a universal "800" number plus a calling card code and the called telephone number. This Service is limited to those Customers who subscribe to the companion interstate Service. Except for the intrastate usage rates set forth in Section 4 herein, these Services are subject to the rates, terms, and conditions for interstate Service. Calls are billed in initial and additional one minute increments, with a minimum duration of one minute. Any fractional portion of a call is rounded up to the next highest billing increment. For example, a twelve (12) second call would be billed as one (1) minute, while a ninety (90) second call would be billed as two (2) minutes. There are three options. Option 1 has a rate and a card fee per call. Option 2 has a usage rate and an interstate minimum monthly usage charge for the companion interstate Service. Option 3 is only available to Customers who subscribed to this Service before August 1, 1996.

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INTEREXCHANGE SERVICES TARIFF

**SECTION 3 – DESCRIPTION OF SERVICES**

3.8 Prepaid Calling Card Services

Prepaid Calling Cards allow Customers to originate outbound dial 1 calls via Company-provided TFNs. The Company offers retail and promotional Prepaid Calling Cards. Intrastate Service is only available as an adjunct to interstate/international Service.

Retail Prepaid Calling Cards are available to end-users through purchase from either the Company or agents of the Company. Promotional Prepaid Calling Cards are available to Customers who intend to give the prepaid calling cards away to the end-users as either a premium or promotional item. Prepaid Calling Cards may be obtained in various unit denominations with a per unit value.

All calls are billed in 1 minute (unit) increments and rounded to the next highest minute (unit). One unit equals one minute or fraction thereof. The rates charged to a Customer are those specified and in effect at the time the Prepaid Calling Card is sold to the Customer.

Calls to 700, 800, 888, 900, and 950 numbers and Directory Assistance are not permitted with this Service. Calls may only be charged against the Prepaid Calling Card if there is a sufficient balance available to cover the cost of the call. Card balances will be depleted and reduced based upon Customer usage. Customers will be given notice at the beginning of the call regarding the remaining balance on the card and a warning one minute before the available card balance is depleted. When the balance of available time is depleted the call will be terminated. Cards are nonrefundable and will expire on the date specified on the card or the carrier or package in which the card is included. Cards that have expired will be deactivated. Any remaining units that have been deactivated may be reactivated by calling Customer Service within 30 days to reclaim the credit. Upon request, a statement of account can be provided for each month up to 90 days from the date of the request.

Prepaid Calling Cards may be renewable, in that the Company may establish relationships with commercial credit cards which permit a Customer holding both a Prepaid Calling Card number and the commercial credit card may add additional units to his Prepaid Calling Card and charge the fee for such units to his commercial credit card. In such event, the Company may choose to permit creditworthy commercial credit card holders to charge for such units at the time calls are made rather than in advance. The ability to charge for calls at the time made will be subject to reasonable limits establish from time to time by the Company to reduce the likelihood of fraud.

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INTEREXCHANGE SERVICES TARIFF

**SECTION 3 – DESCRIPTION OF SERVICES**

3.9 Long Distance

Long Distance is a customized switched telecommunications Service designed to provide a unified Service for single or multi-location companies. This Service offers the Customer direct dial long distance, 800 Service, and calling card Service at postalized rates with direct billing by the Company. The Company determines the DUC. This Service is limited to those Customers who subscribe to the companion interstate Service. Except for the intrastate usage rates set forth in Section 4 herein, this Service is subject to the rates, terms, and conditions, for the companion interstate Service. All calls are billed in one (1) minute increments subject to a minimum connect time of one (1) minute, and all calls are rounded up to the next highest minute. For example, a twelve (12) second call would be billed as one (1) minute while a ninety (90) second call would be billed as two (2) minutes. This Service is no longer available to new subscribers as of March 31, 1997.

3.10 NetValue Services

NetValue Services are inbound and outbound customized telecommunications Service designed to provide a unified Service for single or multi-location companies. This Service offers the Customer direct dial long distance, 800 Service, and calling card Service with direct billing from the Company. The Company determines the DUC. This Service is limited to those Customers who subscribe to the companion interstate Service. Except for the intrastate usage rates set forth in Section 4 herein, this Service is subject to the rates, terms, and conditions, for the companion interstate Service. All calls are billed in six (6) second increments subject to a minimum connect time of eighteen (18) seconds, and all calls are rounded up to the next highest six (6) second increment. For example, a twelve (12) second call would be billed as eighteen (18) seconds while a twenty (20) second call would be billed as twenty-four (24) seconds.

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INTEREXCHANGE SERVICES TARIFF

**SECTION 3 – DESCRIPTION OF SERVICES**

3.11 Residential Services

Residential Services is a long distance Service offered to Residential Customers and includes direct dial long distance, TFS, calling card, and directory assistance. This Service is limited to those Customers who subscribe to the companion interstate Service. Except for the intrastate usage rates set forth in Section 4 herein, these Services are subject to the rates, terms, and conditions for interstate Service. Calls are billed in initial and additional one minute increments. Option 1 is available only to Customers who subscribe to this Service via the Internet. Payment via a Company approved Credit Card is required. Call detail is provided to the Customer monthly. Option 2 is limited to those Residential Customers who subscribe to the companion interstate Service and bill a minimum of \$10.00 in long distance usage each month excluding monthly recurring charges. If a Customer bills less than the minimum in any month, a monthly fee will be charged. Payment via a Company approved credit card is required. The Customer has the option of receiving a paper or an electronic bill.

3.12 Reserved for Future Use

INTEREXCHANGE SERVICES TARIFF

**SECTION 3 – DESCRIPTION OF SERVICES**

3.13 Private Line 1.5

Private Line 1.5 Service is a dedicated high speed digital transmission service at speeds of 1.544 Mbps which is being offered to new and existing Business Customers who subscribe to a minimum Service period. This promotion expires October 31, 1999 unless sooner canceled or revised. The minimum Service period is dependent upon the length of Service commitment period selected by the Customer with month-to-month Service subject to a minimum Service commitment period of 90 days. Non-recurring and monthly recurring circuit charges and T-1 access charges apply as set forth below. Mileage measurements are calculated by the DUC whose services the Company resells. These measurements are used by the Company in the calculation of its charges. Customers must provide written notification of Service termination at least 30 days in advance of the requested termination date. In the event of early termination of Service, the Customer will be obligated as follows:

3.13.1 Termination of Term Plan

Under the intercity circuit pricing plan the Customer shall pay a lump sum equal to 100 percent of the current monthly charges for the unexpired portion of a Service commitment's first year plus fifty (50) percent of the same monthly rate for the remainder of the term. A customer will not be penalized for discontinuing a Private Line 1.5 Service commitment if:

- (A) A revision in Private Line 1.5 Service pricing provision results in higher plan rates for the plan to which the Customer has committed and to which the customer has not given written consent.
- (B) The Customer selects and commits to a new plan having a longer term. The Customer enters into a new Service commitment plan with a longer term than the existing plan for the same circuit. The pricing change will be effective at the start of the next billing cycle following the completion of the processing of the request.

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INTEREXCHANGE SERVICES TARIFF

**SECTION 3 – DESCRIPTION OF SERVICES**

3.13 Private Line 1.5 (Con't)

3.13.2 Interruption of Service

No credit for monthly recurring charges shall be issued for outages less than thirty minutes in duration. When service is interrupted for thirty (30) continuous minutes or more, credit is allowed on demand to the Company, computed as set forth below, provided such interruption is not shown by the Company to have been caused by the negligence or willful action of the Customer, or any other persons at a Customer's terminal location, or is not caused by the failure of the Customer's equipment or power supply. Credit is computed by multiplying the monthly rate for the service by the ratio that the number of hours of interruption bears to 720 hours. (For the purpose of this computation each month shall be considered to have 720 hours). The monthly bill on which the credit will be based shall be the non-usage sensitive charges for the month during which the interruption occurred, not including access and equipment charges. An interruption is measured from the time the Company detects trouble, or the Customer notifies the Company of the interruption by an expeditious means, until the trouble is cleared. Each interruption is considered separately for purposes of establishing credit allowance. Interruptions shall be accumulated to the nearest half hour period. The credit for a monthly billing period shall not exceed the monthly rate. The Customer shall not receive a credit if an interruption is (i) caused by the negligence or willful misconduct of Customer or others authorized by Customer to use the services provided by the Company; (ii) due to a failure of power, facilities, equipment, systems or connections not provided by the Company; (iii) caused by the failure of access to Customer's network; (iv) a result of scheduled maintenance; or (v) due to any cause beyond the Company's control.

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INTEREXCHANGE SERVICES TARIFF

**SECTION 3 – DESCRIPTION OF SERVICES**

3.13 Private Line 1.5 (Con't)

3.13.3 T-1 Access Charges

Access facilities from the Customer's premises to the POP are required at both ends of the Exchange Private Line 1.5 Service. Access can be either by leased LEC T-1 Access Lines or by other access arrangement. If the Company obtains the T-1 Access Lines for the Customer from the LEC, the Customer's monthly recurring charge for the access portion of the Service will be the LEC's charge for providing the Access Lines. The Special Access Surcharge is applied in accordance with LECs' intrastate access tariffs. The Company will cease billing the special access surcharge upon receipt of the Exemption Certificate. Any special construction or non-standard charges assessed by the LEC supplying the T-1 access will also be the responsibility of the Customer. If the Customer cancels Service within the first three months, the Customer will be liable for the remainder of the three month T-1 access charge or the LEC minimum, whichever is greater.

INTEREXCHANGE SERVICES TARIFF

**SECTION 4 – MAXIMUM RATES AND CHARGES**

4.1 Long Distance

	<u>Service</u>	<u>Rate Per Minute</u>	
		<u>Switched Access</u>	<u>Dedicated Access</u>
(A)	Outbound 1+	\$0.5500	\$0.5500
(B)	Toll Free Service	\$0.5500	\$0.5500
(C)	Calling Card	\$0.6000	
(D)	Calling Card Fee	<u>Fee Per Call</u>	
		\$1.25	

4.2 Dedicated Plus

4.2.1 Dedicated Plus

<u>Service</u>	<u>Month to Month Per Minute Rate</u>
Outbound 1+	\$0.3260
800/888	\$0.3660

4.2.2 Option A Rates

<u>Service</u>	<u>Month to Month Per Minute Rate</u>
Outbound 1+	\$0.5000
800/888	\$0.4500

4.2.3 Option B Rates

<u>Service</u>	<u>Month to Month Per Minute Rate</u>
Outbound 1+	\$0.5000
800/888	\$0.4500

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**SECTION 4 – MAXIMUM RATES AND CHARGES**

4.3 Directory Assistance Service

4.3.1 Application of Charges

(A) The Directory Assistance charge applies to calls made using the services of the DUC.

(B) The Directory Assistance charge applies whether or not the directory assistance bureau furnished the requested telephone number(s) (e.g., where the requested telephone number is unlisted, non-published or no record can be found).

4.3.2 Rates

Charge per call: \$2.00

INTEREXCHANGE SERVICES TARIFF

**SECTION 4 – MAXIMUM RATES AND CHARGES**

4.4 Prepaid Calling Card

4.4.1 Retail Card

Rate Per Minute
\$1.60

4.4.2 Promotional Card

Rate Per Minute
\$1.00

4.4.3 Program Cards

Rate Per Minute	
Initial Minute	Each Additional Minute
\$2.75	\$1.00

INTEREXCHANGE SERVICES TARIFF

**SECTION 4 – MAXIMUM RATES AND CHARGES**

4.5 Calling Card Service

Rate Per Minute			
Rate Mileage	Day	Evening	Night
All	\$.4240	\$.2680	\$.2680
Card Fee Per Call	\$.75		

4.6 Long Distance

4.6.1 Rates

Rate Per Minute
\$.3980

INTEREXCHANGE SERVICES TARIFF

**SECTION 4 – MAXIMUM RATES AND CHARGES**

4.7 NetValue Services

4.7.1 NetValue One Rates

Rate Per Minute		
Service	Peak	Off-Peak
Outbound Switched	\$0.6840	\$0.4320
800 Switched	\$0.7580	\$0.6900
Calling Card	\$0.6840	\$0.4320
Card Fee Per Call	\$0.50	

4.7.2 NetValue

Rate Per Minute		
Service	Peak	Off-Peak
Outbound Switched	\$0.4240	\$0.2680
800 Switched	\$0.4700	\$0.4280
Calling Card	\$0.4240	\$0.2680
Card Fee Per Call	\$0.50	

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**SECTION 4 – MAXIMUM RATES AND CHARGES**

4.8 Ultimate Affinity Calling Card

4.8.1 Rates

(1)	Option 1 Rates	
	Per Minute Rate	\$1.00
	Card Fee Per Call	\$1.00
(2)	Option 2 Rates	
	Per Minute Rate	\$1.00
(3)	Option 3 Rates	
	Per Minute Rate	\$1.00

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**SECTION 4 – MAXIMUM RATES AND CHARGES**

## 4.9 Business Services

		<u>Outbound 1+</u>	<u>800/888</u>	<u>Rate Per Minute Calling Card</u>	<u>Card Fee Per Call</u>
4.9.1	Switched Access Service	\$ .6000	\$ .6000	\$0.75	\$1.00
4.9.2	Business II				
	Switched Service	\$ .7000	\$ .7000	\$0.75	\$1.00
	Dedicated Service	\$ .7000	\$ .7000	\$0.75	\$1.00
4.9.3	Option 1*				
	InterLATA	\$ .7000	\$ .7000	\$0.75	\$1.00
	IntraLATA	\$ .7000	\$ .7000	\$0.75	\$1.00
4.9.4	Option 2				
	InterLATA	\$ .7000	\$ .7000	\$0.75	\$1.00
	IntraLATA	\$ .7000	\$ .7000	\$0.75	\$1.00
4.9.5	Option 3				
	Switched Service	\$ .6000	\$ .6000	\$0.75	\$1.00
	Dedicated Service	\$ .6000	\$ .6000	\$0.75	\$1.00
4.9.6	Option B				
	Switched Service	\$ .6000	\$ .6000	\$0.75	\$1.00
	Dedicated Service	\$ .6000	\$ .6000	\$0.75	\$1.00
4.9.7	Option C				
	Plan 1 Switched Service	\$ .6000	\$ .6000	\$0.75	\$1.00
	Plan 2 Switched Service	\$ .6000	\$ .6000	\$0.75	\$1.00
4.9.8	Business Plus				
	Switched Service	\$ .7000	\$ .7000	\$0.75	\$1.00
	Dedicated Service	\$ .7000	\$ .7000	\$0.75	\$1.00

INTEREXCHANGE SERVICES TARIFF

**SECTION 4 – MAXIMUM RATES AND CHARGES**

4.10 Residential Services

<u>Service</u>	<u>Maximum Per Minute Rate</u>
Outbound 1+	\$0.5500
Calling Card	\$0.5500
Calling Card Fee Per Call	\$1.00

4.11 Miscellaneous Charges

4.11.1 Payphone Surcharge

Pursuant to the FCC's Order in CC Docket 96-128, this surcharge applies only to dial-around calls, i.e., calls originating using a carrier's access code, a Customer's 800 and other toll-free numbers, calling card calls, and prepaid card calls, from payphone instruments. This surcharge does not apply for 0+ call for which the payphone provider would otherwise receive compensation. The maximum charge the Customer shall pay the Company is a per call surcharge of \$1.50 for all such prepaid calling cards, \$1.30 for all such Ultimate Affinity Card calls, and \$1.50 for calls made via all other Services.

INTEREXCHANGE SERVICES TARIFF

**SECTION 4 – MAXIMUM RATES AND CHARGES**

4.12 Private Line 1.5

4.12.1 Monthly Recurring Charges

<u>Service Term Commitment</u>	<u>Monthly Rate</u>	
	<u>Fixed Charge</u>	<u>Per Circuit</u>
Monthly	\$3750.00	Monthly Rate Per Mile Charge or Fraction Thereof
1 Year	\$3325.00	\$29.70
2 Year	\$3175.00	\$26.70
3 Year	\$3160.00	\$27.60
4 Year	\$3095.00	\$23.60
5 Year	\$3090.00	\$22.50
		\$22.40

4.12.2 T-1 Access Charges

	<u>Monthly Recurring Charge</u>	<u>One Time Charge</u>
Local T-1 Access	Local Exchange Carrier Cost	\$1,500.00
Co-located T-1 Access Fee (Minimum 15 active circuits required)	\$600.00	\$600.00
Central Office Connection per end	\$250.00	\$580.00
Local Access Coordination per end	\$200.00	\$450.00
Special Access Surcharge	\$1100.00	N/A

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## INTEREXCHANGE SERVICES TARIFF

### **SECTION 5 - PROMOTIONS**

#### 5.1 Promotional Offerings

The Company may from time to time engage in Special Promotional Offerings or trial Service offerings limited to certain dates, times, or locations designed to attract new subscribers or to increase subscriber awareness of a particular Tariff offering. Such Offerings will be submitted to the Commission via letter for approval prior to their effectiveness.

Business Productivity Solutions, Inc.

A.C.C. Tariff No. 1  
Original Page 1

730 2nd Avenue South, Suite 900  
Minneapolis, MN 55402  
Issued: November , 2004

Effective: January 1, 2005

INTEREXCHANGE SERVICES TARIFF

**PRICE LIST**

1.1 Long Distance

1.1.1 Option 1

	<u>Service</u>	<u>Rate Per Minute</u>	
		<u>Switched Access</u>	<u>Dedicated Access</u>
(A)	Outbound 1+	\$0.0950	\$0.0780
(B)	Toll Free Service	\$0.0950	\$0.0780
(C)	Calling Card	\$0.1500	
(D)	Calling Card Fee Per Call	\$0.25	

1.1.2 Option 2

	<u>Service</u>	<u>Rate Per Minute</u>
		<u>Switched Access</u>
(A)	Outbound 1+	\$0.0950
(B)	Toll Free Service	\$0.0950
(C)	Calling Card	\$0.1500
(D)	Calling Card Fee Per Call	\$0.25

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INTEREXCHANGE SERVICES TARIFF

**PRICE LIST**

1.2 Dedicated Plus

1.2.1 Dedicated Plus Rates

<u>Service</u>	<u>Month to Month Per Minute Rate</u>
Outbound 1+	\$0.1340
800/888	\$0.1510

1.2.2 Option A Rates

<u>Service</u>	<u>Month to Month Per Minute Rate</u>
Outbound 1	\$0.1240
800/888	\$0.1390

1.2.3 Option B Rates

<u>Service</u>	<u>Month to Month Per Minute Rate</u>
Outbound 1+	\$0.1240
800/888	\$0.1390

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INTEREXCHANGE SERVICES TARIFF

**PRICE LIST**

1.3 Directory Assistance Service

1.3.1 Application of Charges

(A) The Directory Assistance charge applies to calls made using the services of the DUC.

(B) The Directory Assistance charge applies whether or not the directory assistance bureau furnished the requested telephone number(s) (e.g., where the requested telephone number is unlisted, non-published or no record can be found).

1.3.2 Rates

Charge per call: \$0.95

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**PRICE LIST**

1.4 Prepaid Calling Card Services

1.4.1 Basic Card Price Per Unit \$0.40

1.4.2 Promotional Card Price Per Unit \$0.25

1.4.3 Program Cards

Rate Per Minute

		<u>Initial</u>	<u>Add'l</u>
.1	Program 1	\$0.459	\$0.169
.2	Program 2	\$0.529	\$0.139
.3	Program 3	\$0.340	\$0.170
.4	Program 4	\$0.380	\$0.190
.5	Program 5	\$0.589	\$0.089
.6	Program 6	\$0.619	\$0.119
.7	Program 7	\$0.669	\$0.079
.8	Program 8	\$0.549	\$0.149
.9	Program 9	\$0.739	\$.0490
.10	Program 10	\$0.749	\$0.059
.11	Program 11	\$0.659	\$0.069
.12	Program 12	\$0.489	\$0.099
.16	Program13	\$0.449	\$0.199
.17	Program 14	\$0.429	\$0.179
.18	Program 15	\$0.409	\$0.159
.19	Program 16	\$0.379	\$0.129
.20	Program 17	\$0.100	\$0.100
.21	Program 18	\$0.719	\$0.029
.22	Program 19	\$0.109	\$0.109
.23	Program 20	\$0.709	\$0.019
.24	Program A	\$0.850	\$0.110

INTEREXCHANGE SERVICES TARIFF

**PRICE LIST**

1.5 Long Distance

1.5.1 Rates

Rate Per Minute
\$0.1990

1.6 NetValue Services

1.6.1 NetValue One

Rate Per Minute		
Service	Peak	Off-Peak
Outbound Switched	\$0.2120	\$0.1340
800 Switched	\$0.2350	\$0.2140
Calling Card	\$0.2120	\$0.1340
Card Fee Per Call	\$0.25	

1.6.2 NetValue

Rate Per Minute		
Service	Peak	Off-Peak
Outbound Switched	\$0.2120	\$0.1340
800 Switched	\$0.2350	\$0.2140
Calling Card	\$0.2120	\$0.1340
Card Fee Per Call	\$0.25	

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INTEREXCHANGE SERVICES TARIFF

**PRICE LIST**

1.7 Ultimate Affinity Card

1.7.1 Rates

(1)	Option 1 Rates	
	Per Minute Rate	\$0.25
	Card Fee Per Call	\$0.25
(2)	Option 2 Rates	
	Per Minute Rate	\$0.25
(3)	Option 3 Rates	
	Per Minute Rate	\$0.25

## INTEREXCHANGE SERVICES TARIFF

**PRICE LIST**

## 1.8 Business Services

		<u>Outbound 1+</u>	<u>800/888</u>	<u>Rate Per Minute Calling Card</u>	<u>Card Fee Per Call</u>
1.8.1	Switched Access Service	\$0.1450	\$0.1450	\$0.1450	\$0.25
1.8.2	Business II				
	Switched Service	\$ .1360	\$ .1360	\$0.15	\$0.25
	Dedicated Service	\$ .0780	\$ .0780	\$0.15	\$0.25
1.8.3	Option 1*				
	InterLATA	\$ .0990	\$ .0590	\$0.15	\$0.25
	IntraLATA	\$ .0990	\$ .0590	\$0.15	\$0.25
1.8.4	Option 2*				
	InterLATA	\$ .0590	\$ .0640	\$0.15	\$0.25
	IntraLATA	\$ .0590	\$ .0640	\$0.15	\$0.25
1.8.5	Option 3				
	Switched Service	\$ .0990	\$ .0990	\$0.15	\$0.25
	Dedicated Service	\$ .0590	\$ .0590	\$0.15	\$0.25
1.8.6	Option B				
	Switched Service	\$ .0860	\$ .0860	\$0.15	\$0.25
	Dedicated Service	\$ .0500	\$ .0500	\$0.15	\$0.25
1.8.7	Option C				
	Plan 1 Switched Service	\$ .1090	\$ .1090	\$0.15	\$0.25
	Plan 2 Switched Service	\$ .0990	\$ .0990	\$0.15	\$0.25
1.8.8	Business Plus				
	Switched Service	\$ .0800	\$ .0800	\$0.15	\$0.25
	Dedicated Service	\$ .0720	\$ .0720	\$0.15	\$0.25

\*Directory Assistance for this Service is \$.85 per call.

INTEREXCHANGE SERVICES TARIFF

**PRICE LIST**

1.9 Residential Services

1.9.1 Option 1

Per Minute Rate

	<u>Peak</u>	<u>Off-Peak</u>
Outbound Switched	\$.0950	\$.0950
TFS	\$.0950	\$.0950
Calling Card	\$.1500	\$.1500
Calling Card Surcharge	\$.25	

1.9.2 Option 2

Per Minute Rate

	<u>Peak</u>	<u>Off-Peak</u>
Outbound Switched	\$.0950	\$.0950
TFS	\$.0950	\$.0950
Calling Card	\$.1500	\$.1500
Calling Card Surcharge	\$.25	
Payphone Surcharge Fee Per Call	\$.25	
Minimum Monthly Usage	\$10.00*	
Monthly Fee	\$2.95*	

\*These are interstate charges provided here for informational purposes only.

1.10 Miscellaneous Charges

1.10.1 Payphone Surcharge

Customers for all Services shall pay the Company a per call surcharge of \$0.60 per call.

INTEREXCHANGE SERVICES TARIFF

**PRICE LIST**

1.11 Private Line 1.5

1.11.1 Monthly Recurring Charges

<u>Service Term Commitment</u>	<u>Monthly Rate Fixed Charge Per Circuit</u>	<u>Monthly Rate Per Mile Charge or Fraction Thereof</u>
Monthly	\$2750.00	\$14.85
1 Year	\$2325.00	\$13.35
2 Year	\$2175.00	\$11.90
3 Year	\$2160.00	\$11.80
4 Year	\$2095.00	\$11.25
5 Year	\$2090.00	\$11.20

1.11.2 T-1 Access Charges

	<u>Monthly Recurring Charge</u>	<u>One Time Charge</u>
Local T-1 Access	Local Exchange Carrier Cost	\$1,165.00
Co-located T-1 Access Fee (Minimum 15 active circuits required)	\$300.00	\$300.00
Central Office Connection per end	\$ 62.00	\$279.00
Local Access Coordination per end	\$ 22.00	\$186.00
Special Access Surcharge	\$600.00	N/A

**ATTACHMENT C**

# THE ARIZONA REPUBLIC

STATE OF ARIZONA }  
COUNTY OF MARICOPA } SS.

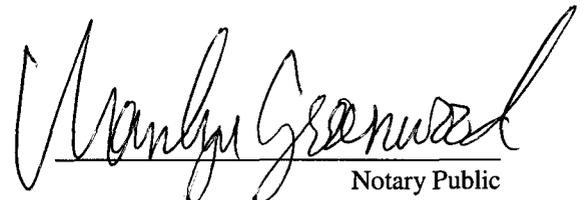
Tabitha Antoniadis, being first duly sworn, upon oath deposes and says: That she is a legal advertising representative of the Arizona Business Gazette, a newspaper of general circulation in the county of Maricopa, State of Arizona, published at Phoenix, Arizona, by Phoenix Newspapers Inc., which also publishes The Arizona Republic, and that the copy hereto attached is a true copy of the advertisement published in the said paper on the dates as indicated.

The Arizona Republic

November 5, 2004



Sworn to before me this  
5<sup>TH</sup> day of  
November A.D. 2004

  
Notary Public

**PUBLIC NOTICE OF THE APPLICATION FOR A TRANSFER OF A CERTIFICATE OF CONVENIENCE AND NECESSITY FROM GE BUSINESS PRODUCTIVITY SOLUTIONS, INC. TO BUSINESS PRODUCTIVITY SOLUTIONS, INC. TO PROVIDE COMPETITIVE RESOLD INTEREXCHANGE TELECOMMUNICATIONS SERVICES**  
Docket Nos. T-02719A-04-0760 and T-04280A-04-0760  
GE Business Productivity Solutions, Inc. ("GEBPS") and Business Productivity Solutions, Inc. ("BPS") (jointly the "Applicants") have filed with the Arizona Corporation Commission ("Commission") an application for transfer of GEBPS' Certificate of Convenience and Necessity ("Certificate") to provide competitive resold interexchange telecommunications services in the State of Arizona to BPS. BPS will be required by the Commission to provide this service under the rates and charges and terms and conditions established by the Commission. State law and Commission regulations provide that the Commission may act on this Application without a hearing, or with a hearing, if one is requested by any party. A party must request a hearing within thirty (30) days of the date of this notice, or the Commission will rule on the Application without a hearing. The Application, report of the Commission's Utilities Division Staff, and any written exceptions to the Staff report prepared by the Applicants are available for inspection during regular business hours at the offices of the Commission located at 1200 West Washington Street, Phoenix, Arizona, 85007, and BPS' offices at 730 Second Avenue South, Suite 900, Minneapolis, MN 55402. Under appropriate circumstances, interested parties may intervene in the proceedings and participate as a party. Intervention shall be in accordance with the A.A.C. R14-3-105, except that all motions to intervene must be filed on or within thirty (30) days of the date of this notice. You may have the right to intervene in the proceedings, or you may make a statement for the record, if you have any comments, mail them to: The Arizona Corporation Commission Attention: Docket Control Re: GE Business Productivity Solutions, Inc./Business Productivity Solutions, Inc. Docket Nos. T-02719A-04-0760; T-04280A-04-0760, 1200 West Washington Street, Phoenix, Arizona 85007. All comments should be received within thirty (30) days of the date of this notice. If you have any questions about this Application or have any objections to its approval, you may contact Consumer Services Section of the Commission at 1200 West Washington Street, Phoenix, Arizona 85007, or call 1-800-222-7000. The Commission does not discriminate on the basis of disability in admission to its public meetings. Persons with a disability may request a reasonable accommodation such as a sign language interpreter, as well as request this document in an alternative format, by contacting Yvonne McFarlin, ADA Coordinator, voice phone number 602-542-3931, e-mail YMcFarlin@cc.state.az.us. Requests should be made as early as possible to allow time to arrange the accommodation.  
04545-November 5, 2004