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

NEW APPLICATION

RECEIVED
AZ CORP COMMISSION

May 31, 2001
Overnight Delivery

JUN 1 12 17 PM '01

DOCUMENT CONTROL

T-04007A-01-0454

RE: **Application of Ciera Network Systems, Inc.** for a Certificate of Convenience and Necessity to Provide Competitive Intrastate Telecommunications Services as a Facilities-based Interexchange Carrier.

Dear Sir/Madam:

Enclosed for filing are the original and ten (10) copies of the above-referenced application of Ciera Network Systems, Inc. for authority to Provide Competitive Intrastate Telecommunications Services in Arizona. The company presently has a application pending before the Commission to provide Resold Interexchange Telecommunications Services in Arizona.

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

Any questions you may have regarding this filing may be directed to me at (407) 740-8575.

Sincerely,

Thomas M. Forte
Consultant to Ciera Network Systems, Inc.

Enclosures

TMF/ks

cc: Bob Livingston - Ciera
file: Ciera - AZ Local
tms: AZI0100

FORM A

ARIZONA CORPORATION COMMISSION

Application and Petition for Certificate of Convenience and Necessity to Provide
Local Exchange Services as a Reseller

Mail original plus 10 copies of completed application to:

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

For Docket Control Only:
(Please Stamp Here)

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. _____

Docket No.: _____ Date: _____

Type of Service: _____

Docket No. _____

Docket No.: _____ Date: _____

A. Company and Telecommunications Service Information

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

Ciera Network Systems, Inc.
1250 Wood Branch Park Drive, 6th Floor
Houston, Texas 77079-1212
Phone: 713-914-3850
Fax: 713-914-3870
Toll Free: 888-467-1844

(A-2) If doing business (d/b/a) under a name other than the applicant (company) name listed above, specify:

Not applicable.

(A-3) The name, address, telephone number, facsimile number and Email address of the management contact.

Robert W. Livingston, CEO / Secretary
Ciera Network Systems, Inc.
1250 Wood Branch Park Drive, 6th Floor
Houston, Texas 77079-1212
Phone: 713-914-3850
Fax: 713-914-3870
Toll Free: 888-467-1844

(A-4) The name, address, telephone number, facsimile number and email address of the Attorney, if any, representing the applicant:
Not applicable

(A-5) What type of legal entity is the applicant?
 Sole proprietorship
 Partnership: _____ limited, _____ general, _____ Arizona, _____ Foreign
 Limited liability company
 Corporation: _____ S, _____ C, _____ non-profit, _____ Arizona, _____ Foreign
 Other, specify:

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

(A-7) 1. Is your company currently offering any telecommunication services in Arizona? If yes, list each service offered and provide the date that you began offering each such service in Arizona.
No, however, Ciera has applied for long distance authority in Arizona.

2. If the answer to 1. is "no", when does your company plan to begin reselling services in Arizona?
As soon as authority is granted.

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

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

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

(A-10) List the states in which you currently offer, or have been approved to offer, services similar to those you intend to resell in Arizona.
Ciera has begun filing applications for authority on a nationwide basis and this process should be completed by 2nd quarter of 2001.

(A-11) List the companies with which you have signed resale agreements, along with the states in which they were approved.
Ciera is in the process of signing an interconnection agreement with US West. Until the terms for carrier-to-carrier interconnection are determined or until an interim agreement can be reached, Ciera cannot accurately set its rates for switched services as required by Rule R14-2-1115.I. Ciera requests that the Commission grant a waiver of Rule R-14-2-1104.A.3. until interconnection and compensation provisions have been established.

(A-12) Include Attachment C. (All Applications must include a resale agreement or contract). Attachment C is a copy of the resale agreement or contract between your company and an applicable local exchange service provider.

Ciera's interconnection agreement will be filed with the Commission as soon as possible.

(A-13) Provide the name, address, and telephone number of the company's complaint contact person.

Robert W. Livingston, CEO / Secretary
Ciera Network Systems, Inc.
1250 Wood Branch Park Drive, 6th Floor
Houston, Texas 77079-1212
Phone: 713-914-3850
Fax: 713-914-3870
Toll Free: 888-467-1844

(A-14) Provide a list of states in which you have sought authority to resell telecommunications services and in which the state granted the authority with major changes and conditions or did not grant your application for those services. For each state listed, provide a copy of the Commission's decision modifying or denying your application for authority to provide telecommunications services.

Not applicable.

(A-15) Has the company been granted authority to provide or resell telecommunications services in any state where subsequently the authority was revoked? If "yes", provide copies of the State Regulatory Commission's decision revoking its authority.

No.

(A-16) Has the company been or is the company currently involved in any formal complaint proceedings before any State or Federal Regulatory Commission? If "yes", in which states is the company involved in such proceedings and what is the substance of these complaints. Also, provide copies of Commission orders that have resolved any of these complaints.

Ciera is not or has ever been involved in formal complaint proceedings.

(A-17) Has the applicant been involved in any civil or criminal investigations related to the delivery of telecommunications services within the last five years? If "yes", in which states has the applicant been involved in investigations and why is the applicant being investigated?

Ciera has never been involved in any civil or criminal investigations.

(A-18) Has the applicant had judgment entered against it in any civil matter or been convicted of criminal acts related to the delivery of telecommunications services within the last five years? If yes, list the states where judgment or conviction was entered and provide a copy of the court order.

Ciera has never had a judgment entered against it in any civil matter or been convicted of criminal acts.

B. Technical Information

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

Include Attachment D. Attachment D should provide the following information: A diagram of the applicants network. This diagram should show how applicants customers are connected to this network and how the net work is interconnected to other carriers networks.

If other carriers facilities are used in conjunction with your own facilities to provide basic exchange service, indicate who owns the facilities that are used (i.e. provide a list of the facilities-based local exchange carriers whose facilities are used to serve the applicants customers).

(B-2) Explain what actions the applicant has taken to ensure that basic exchange service to applicants customers will not be interrupted in the event the applicant ceases to do business.

C. Financial Review Questions For LECS

(C-1) Include "Attachment E". Attachment E must include a copy of your Company's balance sheet, income statement, audit report (if audited) and all related notes to these financial statements for the two most recent years your Company has been in business.
Ciera's balance sheet & income statement are included as Attachment E.

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

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

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

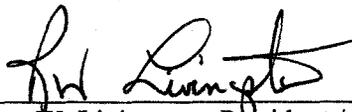
(C-5) If your Company intends to rely on the financial resources of its Parent Company, please provide a written statement from your Parent Company attesting that it will provide complete financial backing if your Company experiences a net loss or a business failure and that it will guarantee re-payment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

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

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

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

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



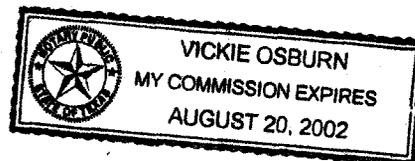
Robert W. Livingston, President / CEO
Ciera Network Systems, Inc.

SUBSCRIBED AND SWORN to before me this 17 day of April, 2001.



NOTARY PUBLIC

My Commission Expires Aug. 20, 2002



Ciera Network Systems, Inc.
1250 Wood Branch Park Drive, 6th Floor
Houston, Texas 77079-1212

LOCAL ILLUSTRATIVE SERVICES TARIFF

Regulations and Schedule of Local Exchange Service Rates
Within the State of Arizona

This tariff includes the rates, charges, terms and conditions of service for the provision of local exchange services by Ciera Network Systems, Inc. ("Ciera") between locations within the State of Arizona. This tariff is available for public inspection during normal business hours at the main office of Ciera located at 1250 Wood Branch Park Drive, Houston, Texas 77079-1212.

Issued: June 1, 2001

Issued by:

Robert W. Livingston, CEO / Secretary
1250 Wood Branch Park Drive, 6th Floor
Houston, Texas 77079-1212

Effective:

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CHECK SHEET

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

SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
Preface	Title	Original *	Section 2	14	Original *
	1	Original *		15	Original *
	2	Original *		16	Original *
	3	Original *		17	Original *
	4	Original *		18	Original *
	5	Original *		19	Original *
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Section 1	1	Original *	22	Original *	
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	10	Original *			
	11	Original *	Section 4	1	Original *
	12	Original *		2	Original *
	13	Original *			

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	18	Original *	Section 8	1	Original *
	19	Original *		2	Original *
				3	Original *
Section 6	1	Original *		4	Original *
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	11	Original *			
	12	Original *			

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SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
Section 9	1	Original *			
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Section 11	1	Original *			
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Section 12	1	Original *			
Section 13	1	Original *			
Section 14	1	Original *			
Section 15	1	Original *			

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS

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

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

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Access Code - Denotes a uniform code or number dialed by the Customer to reach a service provided by the Company (e.g., Casual Calling Service, Travel Card Service)

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

Additional Period - The rate element used to bill chargeable time when a call continues beyond the Initial Period. The Additional Period starts when the Initial Period ends. Additional Period rates apply to any fraction of the time period for chargeable time beyond the Initial Period. Additional Periods vary by rate schedule and are specified in each individual rate table contained in later sections of this tariff.

Aggregator - A Customer of the Company, including any person, firm, corporation, or other legal entity which contracts with for installation of the Company's services and makes such services available for use by guests, patrons, visitors or other transient third parties at the Aggregator's location. The Aggregator is responsible for compliance with the terms and conditions of this tariff.

Answer Supervision - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to a carrier's Point of Presence or customer's terminal equipment as an indication that the called party has answered or disconnected.

Authorization Code - A numerical code, one or more of which are assigned to a Customer to enable access to the Company's network, and which is used by the Company both to prevent unauthorized use of its services and to identify the Customer for billing purposes.

Authorized User - Any person, firm, partnership, corporation or other entity who is authorized by the Customer to be connected to and utilize the Company's services under the terms and regulations of this tariff.

Automatic Number Identification (ANI) - The automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party Customer. The primary purpose of ANI is for billing toll calls.

Bit - The smallest unit of information in a binary system of notation.

Bps - Bits per second. The number of bits transmitted in a one second interval.

Business Customer - For the purposes of this tariff, a Business Customer is a Customer of the Company whose primary use of the Company's service is for business purposes.

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

Casual Calling - Where access to the Company's network and the subsequent use of service by the Customer is initiated through the dialing of a toll-free number or Access Code. Casual Calling allows non-Presubscribed customers to utilize the services of the Company.

Central Office - The premises of the Company or another local exchange carrier containing one or more switches where Customer local exchange access lines are terminated for purposes of interconnection to other station loops, trunks or access facilities. The Company location from which the Customer's Premises would normally obtain local exchange service and dial tone from the Company or other local exchange carrier.

Channel - A communications path between two or more points.

CIC - An interexchange carrier identification code.

Ciera- Used throughout this tariff to refer to Ciera Network Systems, Inc.

Commission - Refers to the Arizona State Corporation Commission, unless otherwise indicated.

Company or Carrier - Used throughout this tariff to indicate Ciera Network Systems, Inc.

CPE - Customer Premises Equipment. All Terminal Equipment or other communications equipment and/or systems provided by the Customer for use with the Company's facilities and services.

Customer - A person, firm, partnership, corporation or other entity which arranges for the Company to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Company's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff. The term Customer includes persons, firms, partnerships, corporations or other legal entities who do not have a pre-existing account or relationship with the Company but use the services of the Company on Casual Calling Basis or on a per call basis from Aggregator locations through equipment provided by an Aggregator.

Dedicated Access Origination/Termination - Where originating or terminating access between an end user and an interexchange carrier are provided via dedicated facilities, circuits or channels. A method of reaching the Company's or other IXC's communication and switching systems whereby the Customer is connected directly to the Company or other IXC's Point of Presence or designate without utilizing the services of the local switched network.

DID - Direct Inward Dialing

DS0 - Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.

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

DS1 - Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats: DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.

DS3 - Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS1 Services.

Dual Tone Multifrequency (DTMF) - Tone signaling, also known as touch tone signaling.

Equal Access - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such End Offices, Customers can presubscribe their telephone line(s) to their preferred interexchange carrier. A form of dialed access provided by local exchange companies whereby telephone calls dialed by the Customer are automatically routed to the Company's network. Customers may also route calls to the Company's network by dialing an access code provided by the Company.

Exchange - A group of lines in a unit generally smaller than a LATA established by the Company or other local exchange carrier for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

Gbps - Gigabits per second; billions of bits per second.

Hunting - The routing a call to an idle station line in a prearranged group when the called station line is busy.

Incumbent Local Exchange Carrier ("ILEC") - A local exchange carrier whose services may be resold by the Company to Customers under the terms and conditions of this tariff.

Individual Case Basis or ICB - A process whereby the terms, conditions, rates and/or charges for a service provided under the general provisions of this tariff are developed or modified based on the unique circumstances in each case. ICB rates are determined using the rules and regulations for Special Service Arrangements as contained in Section 11 of this tariff.

Initial Period - The initial period is the length of a call for minimum billing purposes. Initial Periods vary by rate schedule and are specified in each individual rate table contained in other sections of this tariff.

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

Inward-Only - A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Interexchange Carrier (IXC) - A long distance telecommunications services provider that furnishes services between exchange areas.

Kbps - Kilobits per second; 1000s of bits per second.

LATA - Local Access and Transport Area. A geographic area for the provision and administration of communications services existing on February 8, 1996, as previously established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192; or established by a Bell operating company after February 8, 1996 and approved by the FCC; or any other geographic area designated as a LATA in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

LEC - Local Exchange Carrier.

Local Calling Area - A geographical area, as defined in the Company's local or general exchange service tariff in which a party may complete a call without incurring toll usage charges.

Marks - A collective term to mean such items as trademarks, service marks, trade names and logos; copyrighted words, artwork, designs, pictures or images; or any other device or merchandise to which legal rights or ownership are held or reserved by an entity.

Mbps - Megabits per second; millions of bits per second.

N/A - Not Applicable.

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

NPA - Numbering Plan Area or area code.

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

OC-12 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.

OC-3 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 155.52 Mbps.

OC-48 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 2.4 Gbps

One-Way - A service attribute that permits either outward dial capabilities for outbound calls or call termination for inbound calls.

Outward-Only - A service attribute that restricts inward calls to a Customer's line and permits only origination of calls.

Pay Telephone - Telephone instruments provided by the Company, Customer or other third party for use by the transient general public. Pay Telephones permit the user to place local and long distance calls and bill such calls on a non sent-paid or sent paid-basis. To facilitate sent-paid calling, Pay Telephones can be equipped with a credit card reader, coin box, or similar device that allows charges to be collected for each call at the instrument.

PBX - Private Branch Exchange

PIC Authorization - A Customer's or End User's selection of a PIC that meets the requirements of federal and state law.

PIC - Primary Interexchange Carrier.

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Houston, Texas 77079-1212

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

Point of Presence or POP - The physical location associated with an Interexchange Carrier's communication and switching systems.

Premises - A building, portion of a building in a multi-tenant building, or buildings on continuous property not separated by a highway.

Presubscription - An arrangement whereby a Customer selects and designate to the Company or other LEC a carrier he or she wishes to access, without an access code, for completing intraLATA and/or interLATA toll calls. The selected carrier is referred to as the Primary Interexchange Carrier.

Primary Interexchange Carrier - The IXC designated by the Customer as its first routing choice and primary overflow carrier for routing of 1+ direct dialed and operator assisted non-local calls.

Private Line - A service which provides dedicated path between one or more Customer Premises.

Recurring Charge - The charges to the Customer for services, facilities or equipment, which continue for the agreed upon duration of the service. Recurring charges do not vary based on Customer usage of the services, facilities or equipment provided.

Residence Customer - For the purposes of this tariff, a Residential Customer is a Customer of the Company whose primary use of the Company's service is for personal use in a home, apartment or other residential dwelling unit.

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards in the service order or this tariff, in which case the service commencement date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute service commencement date.

Service Order - A written request for network services executed by the Customer and the Company. The signing of a Service Order by the Customer and acceptance by the Company begins the respective obligations of the parties in that order services offered under this tariff. At the Company's discretion, a verbal request for service may also be accepted by the Company as a means of initiating a Service Order.

Serving Wire Center - See Central Office.

Issued: June 1, 2001

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Robert W. Livingston, CEO / Secretary
1250 Wood Branch Park Drive, 6th Floor
Houston, Texas 77079-1212

Effective:

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

Special Access - See Dedicated Access.

Station - Refers to telephone equipment or an exchange access line or trunk from or to which calls are placed.

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

Telecommunications Device for the Deaf (TDD) - A machine that uses the transmission of coded signals instead of verbal communications to enable hearing impaired users to communicate with each other and with non-hearing impaired individuals.

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

Trunk - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Two-Way - A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

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

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Ciera Network Systems, Inc.

- 2.1.1 The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way communications originating and terminating between points within the state of Arizona.
- 2.1.2 The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.3 The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.
- 2.1.4 Ciera arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.

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

2.2 Use of the Company's Service

- 2.2.1** Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.2.2** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.3** Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.2.4** Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service. The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Limitations**

- 2.3.1** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.2** The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and equipment and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.
- 2.3.3** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2.3.4** Service may be limited or discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Account Codes or Authorization Codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. Service will be restored service as soon as it can be provided without undue risk.
- 2.3.5** The Company may block any signals being transmitted over its network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.3.6** The Company reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.7** The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 2.3.8** Local exchange services provided by the Company are offered for use by Customers of the Company's Digital Subscriber Line Service or other advanced data services which Ciera may offer from time to time. At the Company's discretion, service may also be offered to non-DSL or non-advanced data customers.

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

2.4 Assignment and Transfer

- 2.4.1** Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any subsidiary, parent Company or affiliate of the Company; b) under any sale or transfer of substantially all the assets of the Company within the state; or c) under any financing, merger or reorganization of the Company.
- 2.4.2** The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Transfer of service is subject to credit validation of the transfer-to entity and that entity's providing any necessary deposits or advance payments.
- 2.4.3** No minimum or termination charge will apply (unless otherwise stated specifically in this tariff) where a new Customer takes over contract services subscribed to by a former Customer, provided the service is to be furnished at the same location without interruption and that the new Customer assumes all unpaid charges and termination liabilities of the original contract. Minimum and termination charges will apply for any new service furnished under contract which are not retained by the new Customer.
- 2.4.4** All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Application or Service**

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

2.6 Ownership of Facilities

2.6.1 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code.

2.6.2 Title to all facilities utilized by the Company to provide service under the provisions of this tariff shall remain with the Company, its partners, agents, contractors or suppliers. Such facilities shall be returned to the Company, its partners, agents, contractors or suppliers by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

2.6.3 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Liability of the Company**

- 2.7.1** In view of the fact that the Customer has exclusive control of his communications over the facilities furnished him by the Company, and other uses for which facilities may be furnished him by the Company, and because of the unavailability of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the regulations and limitations specified herein.
- 2.7.2** The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a Customer or any others, for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, the Company's liability, if any, shall not exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. This liability shall be in addition to any amounts that may otherwise be due to the Customer under this tariff as an allowance for interruptions. However, any such mistakes, omission, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of the Customer, or authorized user, or joint user, or which arise from the use of Customer provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- 2.7.3** Indemnification - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit by a Customer or by any others, the Customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence of the Company's equipment, facilities and associated wiring of the Customer's premise and further the Customer indemnifies and saves harmless the Company against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company and apparatus, equipment and systems provided by the Customer; and against all other claims arising out of any act or omission of the Customer in connection with the services or facilities provided by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.
- 2.7.4** The Company's failure to provide or maintain facilities under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Company's reasonable control, subject to the interruption allowance provisions under this tariff.

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

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

- 2.7.5** No liability shall attach to the Company by reason of any defacement or damage to the Customer's premise resulting from the existence of the Company's equipment or facilities on such premise, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.
- 2.7.6** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- 2.7.7** The Company makes no warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.7.8** Failure by the Company to assert its rights under a provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- 2.7.9** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.7.10 With Respect to Directory Listings:**

The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a Customer or any others, for damages arising from errors or omissions in the making up or printing of its directories or in accepting listings as presented by Customers or prospective Customers, the Company's liability, if any, shall not exceed the amount paid for local exchange service during the period covered by the directory in which the error or omission occurred.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Liability of the Company, (Cont'd.)****2.7.11 With respect to Emergency Number 911 Service:**

- (A) This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits, or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by : (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- (B) Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies, or municipalities, or the employees or agents of any one of them.
- (C) When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this tariff, the Customer acknowledges and agrees with the release of information as described above.

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

2.8 Liability of the Customer

- 2.8.1** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.8.2** To the extent caused by any negligent or intentional act of the Customer as described in 2.8.1, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- 2.8.3** The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Liability of the Customer, (Cont'd.)**

2.8.4 The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of services provide to a Customer. Unauthorized use occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff. The unauthorized use of the Company's services includes, but is not limited to, the placement of calls from the Customer's premise, and the placement of calls through equipment controlled and/or provided by the Customer, that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges. The following also apply to unauthorized use of company services:

- (A) The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company Travel/Calling Card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- (B) A Company Travel/Calling Card is a billing mechanism issued by the Company at the Customer's request, which enables the Customer or authorized user to place calls over the network and to have the charges for such calls billed to the Customer's account. An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as an renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.
- (C) The Customer must give the Company written or oral notice that an unauthorized use of a Company Travel/Calling Card or an accepted credit card has occurred or may occur as a result of loss or theft.
- (D) The Customer is responsible for payment of all charges for Travel/Calling Card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Obligations of the Customer**

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

- (A) reimbursing the Company for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the non-compliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer premise, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (B) providing at no charge, as specified from time to time by the Company, any needed equipment, secured space, power, supporting structures, and conduit to operate Company facilities and equipment installed on the premise of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premise;
- (C) obtaining, maintaining and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide communications services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.9.1(B). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer; the Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- (D) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premise at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment; the Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company; the Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Obligations of the Customer, (Cont'd.)****2.9.1 (cont'd.)**

- (E) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premise or the rights-of-way for which Customer is responsible under Section 2.9 (c); and granting or obtaining permission for Company agents or employees to enter the premise of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (F) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- (G) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes;
- (H) taking all steps necessary to cancel or otherwise discontinue any service(s) to be replaced by any of the Company's service(s) as described herein; and
- (I) ensuring that any Customer provided equipment and/or systems are properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.10 Billing and Payment For Service****2.10.1 Responsibility for Charges**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- (1) any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company;
- (2) any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;
- (3) any calls placed by or through the Customer's equipment via any remote access feature(s);
- (4) any calls placed via the Company's Travel Service as a result of the Customer's intentional or negligent disclosure of Authorization Codes or PIN numbers assigned to the Customer; and
- (5) any and all calls placed to an toll-free (e.g., 800, 888) service number provided to the Customer by the Company.

2.10.2 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.10 Billing and Payment For Service, (Cont'd.)****2.10.3 Payment for Service**

- (A) All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. The billing agent may be the Company, a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction.
- (B) Non-recurring charges for installations, service connections, moves or rearrangements are due and payable upon receipt of the Company's invoice by the Customer. At the Company's discretion, payment of all or a portion of any non-recurring charges may be required prior to commencement of facility or equipment installation or construction required to provide the services requested by the Customer.
- (C) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided.
- (D) When billing is based upon Customer usage, usage charges will be billed monthly in arrears for service provided in the preceding billing period.
- (E) Customer billing will begin on the service commencement date, which is the day the Company notifies the Customer that the service or facility is available for use, except that the service commencement date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards under this tariff or the service order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (F) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- (G) Payment shall not be considered past due prior to fifteen (15) days after the mailing of an invoice by the Company requesting said payment.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.10 Billing and Payment For Service, (Cont'd.)****2.10.4 Disputed Charges**

- (A) Any objections to billed charges must be reported to the Company or its billing agent within ninety (90) days of the mailing of the bill issued to the Customer. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- (B) In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within ninety (90) days of mailing date of the bill for the disputed services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- (C) If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- (D) If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late payment penalty as set forth in 2.10.5.
- (E) If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in 2.10.5.
- (F) If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.

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

2.10 Billing and Payment For Service, (Cont'd.)

2.10.5 Late Payment Fees

A late payment charge of 1.5% per month shall be due to the Company for any billed amount for which payment has not been received by the Company within fifteen (15) days of the mailing date of the Company's invoice for service or by the due date printed on the invoice, whichever is later, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. If the last calendar day for remittance falls on a Sunday, legal holiday or other day when the offices of the Company are closed, the date for acceptance of payments prior to assessment of any late payment fees shall be extended through to the next business day.

2.10.6 Return Check Charge

A service charge equal to \$25.00 will be assessed under Arizona law for all checks returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

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

2.11 Taxes, Surcharges and Fees

- 2.11.1** All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, sales tax, occupation tax, license tax, permit fee, franchise fee, or other regulatory fee or tax, such and fees and taxes shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.
- 2.11.2** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), compensation to pay telephone service providers, E911 Assessments and Relay Services. Fees or surcharges for such programs will be included in this section of the Tariff.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.11 Taxes, Surcharges and Fees, (Cont'd.)****2.11.3 Pay Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call \$0.30

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.12 Deposits and Advanced Payments****2.12.1 General**

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures. Where a Customer's creditworthiness is unacceptable to the Company, Ciera may refuse to provide service, require a deposit or advance payment, or otherwise restrict or interrupt service to a Customer.

2.12.2 Deposits

- (A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges under Commission rules. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment.
- (B) The maximum amount of any deposit shall not exceed the equivalent of the customer's estimated liability for two months service.
- (C) The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate prescribed by the Commission.
- (D) If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.
- (E) Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- (F) The Company shall annually credit all accrued interest to the customer's account.

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

2.12 Deposits and Advanced Payments, (Cont'd.)

2.12.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to one (1) month's estimated billing. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.13 Cancellation by Customer****2.13.1 General**

Customers of the Company's service may cancel service by providing the Company with verbal or written notification thirty (30) days prior to the requested cancellation date. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until thirty (30) days after the date that the cancellation notice is received, whichever is later.

2.13.2 Cancellation of Contract Services

- (A) If a Customer cancels a service order or terminates services before the completion of the term or where the Customer breaches the terms in the service contract, the Customer may be requested by the Company to pay to Company termination liability charges. These charges shall become due and owing as of the effective date of the cancellation or termination. Unless otherwise specified in this tariff, the termination liability shall be equal to:
- (1) all unpaid nonrecurring charges reasonably expended by the Company to establish service to Customer, plus;
 - (2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus;
 - (3) all recurring charges specified in the applicable service order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
 - (4) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

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

2.13 Cancellation by Customer, (Cont'd.)

2.13.3 Cancellation of Application for Service

- (A) Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- (D) The charges described above will be calculated and applied on a case-by-case basis.

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

2.14 Cancellation by Company

2.14.1 Service continues to be provided until canceled by the Customer pursuant to Section 2.13 or until discontinued by the Company. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Customer shall pay such bills in full in accordance with the payment terms of this tariff.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.14 Cancellation by Company, (Cont'd.)**

2.14.2 Ciera may refuse or discontinue service to a Customer without notice under the following conditions:

- (A) For violation of law or this tariff: Except as provided elsewhere in this tariff, the Company may refuse, suspend or cancel service, without notice, for any violation of terms of this tariff, for any violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service or prohibits Customer from subscribing to, using, or paying for such service.
- (B) For the Company to comply with any order or request of any governmental authority having jurisdiction: The Company may refuse, suspend or cancel service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.
- (C) In the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- (D) In the event of tampering with the equipment or services owned by the Company or its agents.
- (E) In the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- (F) Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- (G) If any of the facilities, appliances, or apparatus on Customer's premise are found to be unsafe or causing harm to the Company's facilities, and may refuse to furnish service until the applicant or Customer shall have remedied the condition.

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

2.14 Cancellation by Company, (Cont'd.)

2.14.3 Ciera may refuse or discontinue service provided that, unless otherwise stated, the Customer shall be given five (5) days written notice to comply with any rule or remedy any deficiency:

- (A) For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is past due.
- (B) For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.
- (C) For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- (D) For Customer use or Customer's permitting use of obscene, profane or grossly abusive language over the Company's facilities, and who, after five (5) days notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premise of such person.
- (E) For failure of the Customer to make proper application for service or for use of telephone service for any other property or purpose than that described in the application.
- (F) For Customer's breach of contract for service between the Company and the Customer.
- (G) For periods of inactivity over sixty (60) days.

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

2.15 Restoration of Service

- 2.15.1** If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes service continued, service shall be restored at the Company's discretion, when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Customers whose service was disconnect for non-payment may be required to pay a deposit or advance payment prior to service restoration.
- 2.15.2** A restoration fee as specified in Section 4.3 applies to Customers whose service is restored following disconnection by the Company.
- 2.15.3** Restoration of disrupted services shall be in accordance with applicable Commission and/or Federal Communications Commission Rules and Regulations specified in Part 64, Subpart D, which specify the priority system for such activities.

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

2.16 Provision of Company Equipment and Facilities

- 2.16.1** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.16.2** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- 2.16.3** Equipment the Company provides or installs at the Customer premise shall not be used for any purpose other than that for which the equipment is provided.
- 2.16.4** The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished under this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- (A) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - (B) the reception of signals by Customer-provided equipment; or
 - (C) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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

2.17 Interconnection

- 2.17.1** Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.17.2** Connection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting his Customer-provided terminal equipment or communications systems with Company's facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- 2.17.3** The Customer shall ensure that the facilities or equipment provided by another carrier are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon five (5) days written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.
- 2.17.4** If harm to the Company's network, personnel or services is imminent due to interconnection with another carrier's services, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.18 Customer-Provided Equipment**

- 2.18.1** The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.
- 2.18.2** The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, or single line telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service.
- 2.18.3** Terminal equipment on the user's premise and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.
- 2.18.4** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.
- 2.18.5** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements under this Section 2.18 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

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

2.18 Customer-Provided Equipment, (Cont'd.)

- 2.18.6** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company may, upon five (5) days written notice, require the use of additional protective equipment at the Customer's expense. If this written notice fails to remedy any protective deficiencies or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.
- 2.18.7** If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.19 Inspection, Testing and Adjustments**

- 2.19.1** The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.19.2** Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.
- 2.19.3** The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period applies to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.20 Allowances for Interruptions in Service****2.20.1 General**

- (A) A credit allowance will be given when service is interrupted, except as specified in Section 2.20.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- (B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- (C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, refuses access to its premise for test and repair by the Company, or continues to make voluntary use of the service, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- (D) The Customer shall be responsible for the payment of Premises Visit and Trouble Isolation Service Charges as specified in Sections 4.1 and 4.2 of this Tariff for visits by the Company's agents or employees to the premise of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.20.2 Limitations of Allowances

- (A) No credit allowances will be provided for monthly recurring surcharges, taxes or fees including, but not limited, to the following:
 - (1) End User Common Line Surcharge
 - (2) Primary Interexchange Carrier Charge
 - (3) Local Number Portability Surcharge

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.20 Allowances for Interruptions in Service, (Cont'd.)****2.20.2 Limitations of Allowances**

- (B) No credit allowance will be made for any interruption in service:
- (1) due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
 - (2) due to the failure of power, equipment, systems, connections or services not provided by the Company;
 - (3) due to circumstances or causes beyond the reasonable control of the Company;
 - (4) during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
 - (5) during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
 - (6) that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
 - (7) that was not reported to the Company within 30 days of the date that service was affected.
 - (8) Cellular (wireless) transmission is subject to interruptions including but not limited to, dropped calls, interrupted calls, unintelligible calls, one way audio and other problems created by factors beyond Ciera's ability to control. Therefore, under no circumstances will Ciera provide credit or payment of any kind for calls which experience problems related to cellular (wireless) transmissions.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.20 Allowances for Interruptions in Service, (Cont'd.)****2.20.3 Use of Another Means of Communications**

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

2.20.4 Application of Credits for Interruptions in Service

- (A) If a Customer's service is interrupted other than by the negligence or willful act of the Customer, and it remains out of order for eight normal working hours or longer after access to the premise is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the Customer, when such adjustment exceeds \$1.00.
- (B) The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the Customer shall be a pro rata part of the month's flat rate charges for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.
- (C) For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than eight (8) hours. The Customer shall be credited for an interruption of eight (8) or more hours at the rate of 1/720th of the monthly charge for the services affected for each day that the interruption continues. The formula used for computation of credits is as follows:
- $$\text{Credit} = A/720 \times B$$
- A = outage time in hours (must be 8 or more)
B = total monthly recurring charge for affected service.
- (D) For usage sensitive services, credits will be limited to, at maximum, the price of the initial period of the individual call that was interrupted plus any per call service charges or surcharges required to reconnect the caller.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.21 Notices and Communications**

- 2.21.1** The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.21.2** The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on bills for service to which the Customer shall mail payment on that bill.
- 2.21.3** Notice of a pending disconnection of a Customer's service shall be delivered by U.S. Postal First Class Mail and shall contain the reason for the notice, the date of the notice, a description of any remedies the Customer may make, the time allotted for the Customer to make remedies (if any), and a toll free customer service number the Customer may call to obtain additional information.
- 2.21.4** Except as otherwise stated in this tariff, all other notices or communications required to be given under this tariff will be in writing.
- 2.21.5** Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the second business day following placement of the notice, communication or bill with the U.S. mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.21.5** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.22 Other Rules and Regulations**2.22.1 Listing and Billing Name Rule**

When the Customer provides a listing name or a name that will appear in Caller ID systems, the Company reserves the right to suppress names that are intentionally misleading or offensive. The Company will notify the Customer before suppressing the name or prior to initiating service to make alternative arrangements. If the Customer is dissatisfied with the Company's determination, the Customer has the right to appeal to the Arizona Commission for a decision.

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SECTION 3.0 - SERVICE AREAS

3.1 Exchange Service Areas

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

3.2 Rate Groups

Charges for local services provided by the Company may be based, in part, on the Rate Group associated with the Customers End Office. The Rate Group is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office.

In the event that an Incumbent LEC or the Georgia Public Service Commission reclassifies an exchange or End Office from one Rate Group to another, the reclassification will also apply to One Source Customers who purchase services under this tariff. Local calling areas and Rate Group assignments are equivalent to those areas and groups specified in US West Communications Arizona Exchange and Network Services Tariff.

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SECTION 4.0 - SERVICE CHARGES AND SURCHARGES**4.1 Service Order and Change Charges**

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's primary interexchange carrier (PIC) code.

	Business	Residence
Primary Line	\$50.40	\$41.85
Secondary Line	\$50.40	\$41.85
Customer Requested Service Charge	\$24.75	\$9.00
PBX Change Charge	\$29.25	

4.2 Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

	Business	Residence
Premises Visit Charge - per visit	\$22.50	\$22.50
Premises Work Charge - initial 30 min.	\$54.00	\$54.00
Premises Work Charge - add'l 15 min.	\$22.50	\$22.50
Trouble Isolation Charge	\$72.00	\$72.00

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SECTION 4.0 - SERVICE CHARGES AND SURCHARGES

4.3 Restoration of Service

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

	Business	Residence
Restoral of Service	\$14.40	\$14.40

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS**5.1 General****5.1.1 Services Offered**

The following Network Services are available to residence/business Customers and for resale by other carriers certificated by the Georgia Public Service Commission:

- * Standard Residence Line Service
- * Standard Business Line Service
- * PBX Trunk Service
- * Digital Voice Grade DS-1 Trunk Service
- * Direct Inward Dial (DID) Service
- * Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI)
- * Optional Calling Features
- * IntraLATA Toll Services (see Business Telecom, Inc. d/b/a BTI GA Tariff No. (1))
- * Private Line Services
- * Carrier Access Services

The following services are available to residence/business Customers and are not offered on a resale basis as of the effective date of this page:

- * Listing Services (including Non Published and Non-Listed Services)
- * Directory Assistance
- * Operator Services
- * Miscellaneous Services (including Vanity Numbers and Number Portability)

5.1.2 Application of Rates and Charges

All services offered in this tariff are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for local calling services may be assessed on a measured rate basis and are additional to monthly recurring charges shown for Business or Residence lines, PBX Trunks, DID Trunks, Digital/DS1 service, and ISDN PRI.

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.1 General (Cont'd.)

5.1.3 Emergency Services Calling Plan

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

Message toll telephone calls, to governmental emergency service agencies as set forth in (A) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (B) following are offered at no charge to Customers:

- (A) Governmental fire fighting, Georgia State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.
- (B) An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.2 Call Timing for Usage Sensitive Services

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 5.2.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 5.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 5.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 5.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 5.2.5 All times refer to local time.

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)**5.3 Distance Calculations**

Where charges for a service are specified based upon distance, the following rules apply:

5.3.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by BellCore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

5.3.2 The airline distance between any two rate centers is determined as follows:

Step 1: Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced BellCore document.

Step 2: Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.

Step 3: Square each difference obtained in step (b) above.

Step 4: Add the square of the "V" difference and the square of the "H" difference obtained in step C) above.

Step 5: Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

Step 6: Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

5.3.3 The formula for distance calculations is:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.4 Rate Periods for Time of Day Sensitive Services

5.4.1 For time of day, usage sensitive services, the following rate periods apply unless otherwise specified in this tariff:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD						EVE
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

* Up to but not including.

5.4.2 Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)**5.5 Standard Residence Line**

A Standard Residence Line provides the Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Standard Residence Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

5.6 Standard Business Line

The Standard Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

5.7 PBX Trunk Service

Basic PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic PBX Trunk is provided with touch tone signaling and may be configured into a hunt group at no additional charge with other Company-provided Basic PBX Trunks. The signal is an analog signal at the DS0 level.

Basic Trunks provided via On-Network services may be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges. DID service in an Off-Network arrangement requires special DID capable trunks plus additional DID number blocks.

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)**5.8 Digital Voice Grade DS-1 Trunk Service**

Digital Voice Grade DS-1 Trunk Service provides business Customers with PBX or PBX-like equipment or other telephonic equipment with access to switch ports. Customers can purchase this capability for both primary service (listed directory number) and diversity purposes. Customers must have the ability to terminate a DS1 signal. The signal is delivered as a digital signal at the DS1 level. The connection to the Customer's equipment is accomplished using a DS1 for digital connectivity.

5.9 Direct Inward Dialing (DID) Service

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)**5.10 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI)**

Integrated Services Digital Network (ISDN) is a set of transmission protocols that provides end-to-end digital connectivity and integration of voice, data and video, on a single Customer loop to support a wide variety of services via the public switched network. The Primary Rate Interface (PRI) consists of a 23B+D configuration with 23 64Kbps Bearer (B) digital channels and 1 64Kbps Data (D) digital channel. The B channels are designed for voice, data, image and sound transmissions. B channels can support synchronous, asynchronous or isochronous services at rates up to 64Kbps. B channels can be aggregated for higher bandwidth applications. The D channel PRI provides the out of band signaling, call control and messaging.

PRI is provided through standard four wire DS-1 (1.544Mbps) point to point, private line facilities that enables Customer control of the 24 individual channels. PRI supports 1+, 0+, 7 digit, and 10 digit Local, IntraLATA and InterLATA services, as well as 01+ and 011+ international calling. PRI allows Customers to direct voice, data and video over the Public Switched Telephone Network. Channels may be pre-subscribed to an IXC carrier of their Customer's choice or used with 10XXX casual dialing. PRI also allows access to Public Switched Network services, such as Two-Way, Incoming Only, Outgoing Only and DID.

Multiple PRI interfaces can be combined to function as one group. Utilizing a Backup D Channel arrangement, Customers are able to link up to 20 DS-1s together, providing a maximum of 479 64Kbps B channels controlled by a single D (signaling) channel.

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)**5.11 Optional Calling Features**

The features listed in below are offered by the Company to Residential and Business Customers. Service availability may vary between On-Net and Off-Net Customers. Refer to Price Lists in Sections 6 and 7 of this tariff for specific features offered with each type of local exchange service.

5.11.1 Feature Descriptions

- (A) **Enhanced Call Forwarding:** Provides end-user control for call forwarding capabilities via dial-accessed voice prompt menus. Customers may forward calls to a primary local or long distance. The end-user may specify a secondary location for routing of go unanswered at the forward-to location or reach a busy signal. This secondary location may be another telephone number, pager or voice messaging service. Other Capabilities included with this feature include:

- * Speed Forwarding
- * Priority Screening
- * Ring Control
- * Timed Forwarding.

It is the responsibility of the Customer to subscribe to the telephone number, pager or voice messaging service used as the secondary location.

- (B) **Enhanced Call Forwarding with Audio Calling Name:** Provides all of the functionality of Enhanced Call Forwarding. Also permits the end-user to receive the Directory Name of the party's whose call was forwarded to primary number. In some situations, the end-user may hear the calling party's city and state or telephone number, depending on available call data.
- (C) **Enhanced Call Forwarding Plus:** Provides all of the functionality of Enhanced Call Forwarding. Also includes an additional telephone number with directory listing and distinctive ringing for calls placed to the additional number. Enhanced Call Forwarding Plus allows parties to reach the end-user's location when FCF is active and all calls to the end-users main telephone number would normally forward. Calls to the additional number do not forward even when Enhanced Call Forwarding is active.

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)**5.11 Optional Calling Features, (Cont'd.)****5.11.1 Feature Descriptions, (cont'd.)**

- (D) **Enhanced Call Forwarding Plus with Audio Calling Name** - Provides all of the functionality of Enhanced Call Forwarding Plus including the additional telephone number with listing and distinctive ringing. Also permits the end-user to receive the Directory Name of the party's whose call was forwarded to primary number. In some situations, the end-user may hear the calling party's city and state or telephone number, depending on available call data.
- (E) **Call Forwarding Variable** - Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.
- (F) **Call Forwarding Variable, Remote Access** - Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to 1) dial a special access number 2) enter their seven-digit telephone number and 3) enter a personal identification number prior to forwarding their calls.
- (G) **Call Forwarding Don't Answer, Basic**: Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- (H) **Call Forwarding Don't Answer w/ Ring Control**: Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The forward-to number is fixed by the service order. However, the end-user has the ability to change the time interval before forwarding occurs at his/her discretion.

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)**5.11 Optional Calling Features, (Cont'd.)****5.11.1 Feature Descriptions, (cont'd.)**

- (I) **Call Forwarding Don't Answer w/ Customer Control:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.
- (J) **Call Forwarding Busy Line, Basic:** Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.
- (K) **Call Forwarding Busy Line w/ Customer Control:** Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.
- (L) **Call Waiting - Basic:** Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)**5.11 Optional Calling Features, (Cont'd.)****5.11.1 Feature Descriptions, (cont'd.)**

(M) **Call Waiting - Deluxe:** Allows the end-user to control the treatment applied to incoming calls while the Customer is off-hook on an existing call. This feature includes the capabilities of Call Waiting Basic plus additional call treatment options. Treatment options offered with Call Waiting Deluxe include:

- * Answer the waiting call and placing the first party on hold;
- * Answer the waiting call and disconnecting from the first party;
- * Direct the waiting caller to hold via a recording
- * Forward the waiting caller to another location (e.g., voice mailbox or telephone answering service)

Full utilization of Call Waiting Deluxe requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE. The end -user must have Caller ID Basic or Deluxe for display of calling party identification information for waiting calls. The end-user must have a Call Forwarding Don't Answer feature active in order to forward a waiting call to another location.

(N) **Call Waiting - Deluxe with Conferencing:** Provides all of the functionality of Call Waiting Deluxe. Also permits the end-user to conference a waiting call with an existing call (first party) and, if desired, subsequently drop either leg of the conferenced call.

(O) **Caller ID - Basic:** Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)**5.11 Optional Calling Features, (Cont'd.)****5.11.1 Feature Descriptions, (cont'd.)**

- (P) **Caller ID - Deluxe:** Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.
- (Q) **Anonymous Call Rejection:** Permits the end-user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand alone feature or as an add-on to Caller ID Deluxe.
- (R) **Call Block:** Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.
- (S) **Call Return:** allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)**5.11 Optional Calling Features, (Cont'd.)****5.11.1 Feature Descriptions, (cont'd.)**

- (T) **Call Selector:** Allows a Customer to assign a maximum of 15 telephone numbers to a special list. The Customer will hear a distinctive ring when calls are received from telephone numbers on that list.
- (U) **Call Tracing:** Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.
- (V) **Calling Number Delivery Blocking:** Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per call or per line basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call. With the per line version of the feature, all calls are placed with the end-user's number blocked. Per line end-users must dial an activation code prior to utilization.
- (W) **Message Waiting Indication:** Provides the end-user with an audible (stutter dial tone) or visual (lamp or other CPE display) indication that messages are waiting to be retrieved. Message Waiting Indication can only be activated/deactivated by a voice mailbox or other voice messaging service provided by the Company or third party. It is the responsibility of the Customer to subscribe to a compatible voice messaging service. Visual Message Waiting Indication requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE.

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)**5.11 Optional Calling Features, (Cont'd.)****5.11.1 Feature Descriptions, (cont'd.)**

- (X) **Multiple Directory Number Distinctive Ringing:** This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing - First Number and Distinctive Ringing - Second Number). The designated primary number will receive a normal ringing pattern, other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.
- (Y) **Preferred Call Forwarding:** Permits the end-user to automatically forward to another number calls received from up to six end-user pre-selected telephone numbers programmed into the features screening list. The end-user controls when the feature is active, the forward-to number and can add or remove calling numbers from the feature's screening list.
- (Z) **Repeat Dialing:** Permits the end-user to have calls automatically re-dialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:
- * Calls to 800 Service numbers
 - * Calls to 900 Service numbers
 - * Calls preceded by an interexchange carrier access code
 - * International Direct Distance Dialed calls
 - * Calls to Directory Assistance
 - * Calls to 911

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.11 Optional Calling Features, (Cont'd.)

5.11.1 Feature Descriptions, (cont'd.)

- (AA) Speed Calling:** Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the a speed calling list without assistance from the Company.
- (AB) Three Way Calling:** Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.12 Listing Services

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

5.12.1 Non-Published Service

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

5.12.2 Non-Listed Service

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

5.13 Directory Assistance

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.14 Operator Services

Provides for live or automated operator treatment when a Customer dials "0". Operator Services can be used to assist the Customer in routing or billing for a call. Billing options include, but are not limited to, bill to originating telephone number, calling card, collect or to a third party.

5.15 IntraLATA Long Distance Services

Long Distance Services are available from the Company pursuant to terms, conditions, regulations and rates as provided for in its Georgia Tariff No. 2. service is available for use by Customers twenty-four (24) hours a day. BTI Long Distance Service enables a User of an exchange access line to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside the Customer's Local Calling Area. BTI Long Distance Service is offered for both interLATA and interLATA calling. Customers must arrange for intraLATA and interLATA service from the interexchange carriers of their choice. Customers may choose the Company as their carrier for intraLATA calls and interLATA calls.

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)**5.16 Miscellaneous Services****5.16.1 Main Number Retention**

Main Number Retention is an optional feature by which a Customer, who was formally a customer of another certified local exchange carrier at the same premises location, may retain its main telephone numbers and main fax numbers for use with the Company-provided Exchange Services. Main Number Retention service is only available in areas where the Company maintains some form of number retention arrangement with the Customer's former local exchange carrier.

5.16.2 Pay Per Call Blocking/Unblocking

This service provides the option of blocking, or subsequent unblocking, all 900 and 976 calls on a per line basis. The Company will provide for per-line blocking where the Company's switching facilities permit.

5.16.3 Vanity Number Service

This service provides for the reservation of special or unique telephone number and fax number for use with the Company-provided exchange services.

5.16.4 Presubscription Services

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer.

5.17 Private Line Services

Refer to Section 12 of this tariff for descriptions of Private Line Services offered by the Company.

5.18 Carrier Access Services

Refer to Section 13 of this tariff for descriptions of Carrier Access Services offered by the Company.

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SECTION 6.0 - DIGITAL SUBSCRIBER LINE SERVICES

6.1 ISDN Services

6.1.1 Primary Rate ISDN

(A) General

Ciera Primary Rate ISDN is an intraLATA offering supported by the Integrated Services Digital Network (ISDN) architecture.

- (1) Ciera Primary Rate ISDN provides an ISDN based, DS-1 access to the telecommunications network and includes the flexibility of integration of multiple voice and/or data transmission channels on the same line. The service will provide connectivity between ISDN compatible CPE and a serving central office. The basic channel structure for Ciera Primary Rate ISDN is twenty-three 64 Kbps B-Channels and one 64 Kbps D-Channel. The 23 B-Channels can be used to connect the customer's CPE to the Public Circuit Switched Network, e.g., outward, inward and 2-way network access. Calling Number Delivery, Called Number Delivery, and Hunting functionality are inherent to this service. Telephone numbers for use on Ciera Primary Rate ISDN are available in this Price list.
- (2) Ciera Primary Rate ISDN provides capability for the transmission of digital signals only. Clear Channel Capability and Extended Superframe Format are inherent to the service.
- (3) Ciera Primary Rate ISDN is provided within a LATA from wire centers where appropriate ISDN facilities are available as determined by the Company.

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SECTION 6.0 - DIGITAL SUBSCRIBER LINE SERVICES, (CONT'D.)

6.1 ISDN Services, (Cont'd.)

6.1.1 Primary Rate ISDN, (cont'd.)

(A) General, (continued)

- (4)** Ciera Primary Rate ISDN Access Lines furnished between a serving wire center and a customer's premises will be offered at a non-distance sensitive rate per Ciera Primary Rate ISDN Access Line.
- (5)** Voice calls on the B-Channel may be completed to both ISDN and non-ISDN lines.
- (6)** Digital Data Transmission on the B-Channel will be circuit switched at 64 Kbps within the switch and between ISDN compatible central offices. ISDN interconnection to non-ISDN equipped central offices may be subjected to analog transmission or sub-rated to 56 Kbps.

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SECTION 6.0 - DIGITAL SUBSCRIBER LINE SERVICES, (CONT'D.)

6.1 ISDN Services, (Cont'd.)

6.1.1 Primary Rate ISDN, (cont'd.)

(B) Regulations - Primary Rate ISDN

- (1) Ciera Primary Rate ISDN is available on a month-to-month basis.
- (2) The minimum subscription period for which month-to-month Ciera Primary Rate ISDN is furnished and for which charges are applicable is one month.
- (3) Unless otherwise specified, the regulations for Ciera Primary Rate ISDN stated herein apply in addition to the regulations set forth in Section 2 of this Price list.
- (4) Customer Premises Equipment (CPE) that is compatible with the Ciera Primary Rate ISDN interface is the responsibility of the customer.
- (5) The Company shall not be responsible if changes in any of the equipment, operations, or procedures of the Company utilized in the provisioning of Ciera Primary Rate ISDN render any facilities provided by the customer obsolete, or require modification or alteration of such equipment or system, or otherwise affect its use or performance. Digital transmission rates at speeds less than those indicated may be accomplished as a function of the particular CPE furnished by the customer.

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SECTION 6.0 - DIGITAL SUBSCRIBER LINE SERVICES, (CONT'D.)

6.1 ISDN Services, (Cont'd.)

6.1.1 Primary Rate ISDN, (cont'd.)

(B) Regulations - Primary Rate ISDN, (continued)

- (6) Suspension of service is not allowed.
- (7) Regulations for Allowance of Interruptions apply as specified in Section 2. of this Price List.
- (8) Service Charges in Section 6 of this price list do not apply
- (9) Hunting rates, Direct Inward Dialing (DID) rates, Customized Code Restriction rates, Selective Class of Call Screening, and Foreign Exchange rates, do not apply.
- (10) Verification and Emergency Interrupt service is not available.
- (11) Calling telephone numbers transmitted via the Ciera Primary Rate ISDN are intended solely for the use of the Ciera Primary Rate ISDN subscriber. Resale of this information is prohibited by this Price list except the caller's telephone numbers may be provided to the subscriber's client for those calls sponsored or provided by that client where the client's identity is disclosed to the caller and the client agrees not to distribute such information to others.

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SECTION 6.0 - DIGITAL SUBSCRIBER LINE SERVICES, (CONT'D.)

6.1 ISDN Services, (Cont'd.)

6.1.1 Primary Rate ISDN, (cont'd.)

(B) Regulations - Primary Rate ISDN, (continued)

- (12) No usage charges apply for Ciera Primary Rate ISDN calls within the local calling area. Long Distance Message Telecommunications Service rates as specified in this price list apply for intraLATA calls terminated beyond the local calling area.
- (13) Ciera Primary Rate ISDN Digital Data Only Signaling Groups may be configured in one the following arrangement:

2-Way calls: The number of 2-Way calls accommodated by the Signaling Group will be equal to the number of activated B-Channels.
- (14) The Company reserves the right to audit the customer's traffic usage for the Incoming Call Extension feature to insure that simultaneous calls are not occurring on the low use option. If such calls are occurring, the customer will be required to subscribe to the high use option
- (15) The Service Installation Guarantee as set forth in B2.4.17 of the Private Line Service Tariff applies for Ciera Primary Rate ISDN.

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SECTION 6.0 - DIGITAL SUBSCRIBER LINE SERVICES, (CONT'D.)**6.1 ISDN Services, (Cont'd.)****6.1.1 Primary Rate ISDN, (cont'd.)****(C) Rates - Primary Rate Interface - Monthly Recurring Charges**

Service Type	Month-to-Month	3 Year Term	5 Year Term	7 Year Term	10 Year Term
Primary Rate Access Facility	\$342.00	\$120.56	\$104.48	\$103.14	\$100.46
PRI Arrangements					
23 B & D	\$380.00	\$323.00	\$277.40	\$266.00	\$266.00
24 B	\$380.00	\$323.00	\$277.40	\$266.00	\$266.00
23 B & Back-up D	\$380.00	\$323.00	\$277.40	\$266.00	\$266.00

(D) Rates - Primary Rate Interface - Non-recurring Charges

Service Type	Month-to-Month	3 Year Term	5 Year Term	7 Year Term	10 Year Term
Primary Rate Access Facility	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00
PRI Arrangements					
23 B & D	\$1,025	\$1,025	\$1,025	\$1,025	\$1,025
24 B	\$1,025	\$1,025	\$1,025	\$1,025	\$1,025
23 B & Back-up D	\$1,025	\$1,025	\$1,025	\$1,025	\$1,025

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SECTION 6.0 - DIGITAL SUBSCRIBER LINE SERVICES, (CONT'D.)**6.1 ISDN Services, (Cont'd.)****6.1.1 Primary Rate ISDN, (cont'd.)****(E) Trunk Connection**

Service Type	Month-to-Month	3 Year Term *	5 Year Term *
Call - by - Call	\$28.50	\$55.86	\$51.87
Dedicated Service			
In - Only	\$28.50	\$55.86	\$51.87
Out - Only	\$28.50	\$55.86	\$51.87
Two - Way	\$28.50	\$55.86	\$51.87

* - Separate DID Trunk Termination charges do not apply to the term plans.

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SECTION 6.0 - DIGITAL SUBSCRIBER LINE SERVICES, (CONT'D.)**6.1 ISDN Services, (Cont'd.)****6.1.2 Basic Rate ISDN****(A) General**

ISDN Basic Rate Service is an integrated voice/data communications service. It is offered as a stand-alone digital exchange service and is furnished from specially equipped digital switching equipment located in the Company's central offices, subject to the availability of facilities.

Customer provided terminal equipment which is National ISDN compliant is required to utilize the capabilities of this service. The Subscriber is responsible for the installation, operation and maintenance of any customer-provided terminal equipment, communication system and software. The Company does not guarantee end-to-end capability of customer premises equipment.

ISDN Basic Service provides unlimited voice usage to all other exchange service lines in the extended local calling area of the exchange in which it is furnished. When service is provided to a Subscriber's location that must be served from a specially equipped distant central office and the extended local calling area is different from the exchange in which the subscriber is located, the local calling area will be that of the distant central office.

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SECTION 6.0 - DIGITAL SUBSCRIBER LINE SERVICES, (CONT'D.)**6.1 ISDN Services, (Cont'd.)****6.1.2 Basic Rate ISDN, (cont'd.)****(B) Description**

ISDN Basic Rate service provides for simultaneous digital voice and data capabilities over a single access line. The service allows for two 64 kbps switched digital channel ("B Channels") and one 16 kbps packet service channel ("D Channel"). These B channels will be configured with Alternate Data/Voice capabilities and the D channel will be for signaling.

- (1) Alternate Data/Voice - provides the capability to originate and receive circuit-switched voice or data calls sequentially on the same b channel. Switched data calls may be transmitted at speeds up to 64 kbps. Usage rates for circuit-switched data calls placed outside of the extended local area will be rated according to the toll schedule found in Section 9 of this tariff. Usage rates for calls placed within the extended calling area are included in this section.
- (2) Circuit Switched Data - This type of channel provides the capability to originate and receive circuit-switched data calls at speeds up to 65 kbps. Usage rates for circuit switched data calls placed beyond the extended local calling area will be rated according to the rate schedule found in Section 7 of this tariff. Usage rates for calls placed within the extended calling area are included in this section.
- (3) Electronic Key Enhancer - provides the capability for digital voice transmission and electronic key features to a specially equipped Customer provided terminal equipment.
- (4) Call Appearance and Feature Enhancer - provides central office features defined by software to terminate on particular specified button assignments to a specially equipped Customer provided terminal equipment.

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SECTION 6.0 - DIGITAL SUBSCRIBER LINE SERVICES, (CONT'D.)**6.1 ISDN Services, (Cont'd.)****6.1.2 Basic Rate ISDN, (cont'd.)****(B) Description, (continued)**

- (5) Packet Enhancer - provides the capability to originate and receive X.25 packet calls. Packet Enhancers can be provided as High Speed (up to 127 simultaneous X.25 packet calls at speeds up to 19.2 kbps) or Low Speed (up to 15 simultaneous X.25 packet calls at speeds up to 9.6 kbps). Usage rates for packet switched data are rated according to the rate schedule for Packet Data Service. Service is subject to availability.
- (6) Line Sharing - allows the user to activate an additional voice bearer capability on the line or to share the ISDN line with multiple addressable devices. One line sharing charge per additional device or voice capability applies.
- (7) Secondary Directory Number - each ISDN subscriber is provided one directory number. A secondary number will provide a different number terminating on the same device for use with electronic key telephone sets.
- (8) Integration Access Links - Integration Access Links provide the capability to connect a Customer's premises-based equipment to their servicing central office for the collection and transmission of central office signaling data in support of Simplified Message Service Interface. Other applications requiring Integration Access Links will be handled on an individual case basis.
- (9) Feature Change Charge - a charge will apply per service order with the addition and/or deletion of a feature.

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SECTION 6.0 - DIGITAL SUBSCRIBER LINE SERVICES, (CONT'D.)

6.1 ISDN Services, (Cont'd.)

6.1.2 Basic Rate ISDN, (cont'd.)

(C) Termination Liability

Rates and charges for ISDN Basic Rate Service are based on a month-to-month service period.

The Customer will be allowed to increase and/or decrease the line size of the system at any time with a two (2) line minimum and with no maximum line size limitation.

(D) Cancellation

If a Customer should cancel service prior to the completion of installation of service, the Customer shall be liable for payment of all non-recoverable costs incurred by the Company up to the point of cancellation but not to exceed the total of the Nonrecurring Charges for all installation and those Nonrecurring charges that would be applicable to the completed installation as ordered.

If Service is canceled prior to complete installation, or start of service, the Customer is responsible for payment of the actual non-recoverable expenses incurred by the Company in connection with the order. Such payment shall not exceed the total of one half of the monthly rate of ISDN Basic service as well as all installation and Nonrecurring charges that would be applicable to the completed installation as ordered.

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SECTION 6.0 - DIGITAL SUBSCRIBER LINE SERVICES, (CONT'D.)**6.1 ISDN Services, (Cont'd.)****6.1.2 Basic Rate ISDN, (cont'd.)****(E) Rates - Basic Rate Interface**

Service Type	Month-to-Month	3 Year Term	5 Year Term	7 Year Term	10 Year Term
Per Line Charge	\$65.55	\$64.24	\$62.93	\$61.62	\$59.00
Non-Recurring Charges (per line)	\$110.00	\$93.50	\$82.50	\$55.00	\$0.00

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SECTION 7.0 - LOCAL SERVICES PRICE LIST

7.1 General

Services provided in this tariff section are available on a both Facilities-based and Resale Service basis. Local Resale Services are provided through the use of resold switching and transport facilities obtained from Other Telephone Companies. Facilities-based services are provided through a combination of Company owned or leased facilities as well as facilities obtained from Other Telephone Companies.

The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services to Customers through resale of BellSouth local exchange services. The rates, terms and conditions set forth in this are not applicable to the Company's provision of service within the service area of any other incumbent local exchange carrier or where the Company provides service, in whole or in part, over its own facilities (On-Net). The rates, terms and conditions set forth in this are available on a retail basis only and will not be provided for resale to any other carrier.

All rates set forth in this are subject to change and may be changed by the Company pursuant to notice requirements established by the Georgia Public Service Commission. The rates, terms and conditions set forth in this are applicable as of the effective date hereof and will not apply to any Customer whose services may have been provisioned through resale of US West Communications' local exchange services, in whole or in part, prior to the effective date hereof.

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SECTION 7.0 - LOCAL SERVICES PRICE LIST, (CONT'D.)**7.2 Standard Residence Local Exchange Service**

Standard Residence Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Standard Residence Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Standard Residence Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

7.2.1 Monthly Recurring Charges

The following charges apply to Standard Residential Local Exchange Service lines per month. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis.

	Flat Rate	Message Rate
Initial Line	\$11.86	\$7.65
Additional Line	\$12.76	\$8.55

Message Rate Service Usage Charge

\$0.20 per message charge

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SECTION 7.0 - LOCAL SERVICES PRICE LIST, (CONT'D.)**7.2 Standard Residence Local Exchange Service (Cont'd.)****7.2.2 Other Charges****(A) End-User Common Line (EUCL) Recovery Charge**

The following charge applies to recovery of End User Common Line charges billed to the Company by the Incumbent LEC.

Single Line Customer, Per Line	\$3.50
Multiline Customer, Per Line	\$6.07

(B) Hunting (a.k.a. Rotary or Grouping)

The following charges apply to Standard Residence Local Exchange lines equipped with Hunting. Rates vary based on Rate Group.

	Nonrecurring	Monthly
Series Hunting, per access line	\$11.70	\$7.20
Circular Hunting, per hunt group	\$11.70	\$2.70

7.2.3 Usage Sensitive Charges and Allowances**(A) Flat Rate Service**

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

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SECTION 7.0 - LOCAL SERVICES PRICE LIST, (CONT'D.)

7.3 Standard Business Local Exchange Service

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Standard Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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SECTION 7.0 - LOCAL SERVICES PRICE LIST, (CONT'D.)**7.3 Standard Business Local Exchange Service, (Cont'd)****7.3.1 Monthly Recurring Charges**

The following charges apply to Standard Business Local Exchange Service lines per month. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis.

	Flat Rate
Initial Line	\$29.50
Additional Line	\$29.50

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SECTION 7.0 - LOCAL SERVICES PRICE LIST, (CONT'D.)**7.3 Standard Business Local Exchange Service, (Cont'd)****7.3.2 Other Charges****(A) End-User Common Line (EUCL) Recovery Charge**

The following charge applies to recovery of End User Common Line charges billed to the Company by the Incumbent LEC.

Single Line Customer, Per Line	\$3.50
Multiline Customer, Per Line	\$7.85

(B) Hunting (a.k.a. Rotary or Grouping)

The following charges apply to Standard Business Local Exchange lines equipped with Hunting. Rates vary based on Rate Group.

	Nonrecurring	Monthly
Series Hunting, per access line	\$11.70	\$7.20
Circular Hunting, per hunt group	\$11.70	\$2.70
Preferential Hunting, per access line	\$11.70	\$0.90

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SECTION 7.0 - LOCAL SERVICES PRICE LIST, (CONT'D.)**7.4 PBX Trunk Service**

PBX Trunk service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network. PBX Trunks are available to Business Customers as Inward, Outward or Two-Way combination trunks where services and facilities permit.

Each PBX Trunk is provided with touch tone signaling at no additional charge. An optional per trunk Hunting feature is available for Customers which routes a call to the next idle trunk in a prearranged group. PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges.

7.4.1 Flat Rate Service

	Nonrecurring	Monthly
2-Way	\$50.40	\$34.66
2-Way, 4-wire with E+M signaling, DID & hunting	\$59.40	\$69.76
1-Way outgoing only	\$50.40	\$34.66
1-Way ingoing only	\$50.40	\$34.66
1-Way ingoing with hunting for DID	\$59.40	\$41.86
TTT-LD terminal	\$114.30	\$15.44

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SECTION 7.0 - LOCAL SERVICES PRICE LIST, (CONT'D.)**7.5 Direct Inward Dialing (DID) Service**

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and non-recurring charges for PBX Trunks. The Customer will be charged for the number of DID Number Blocks (20 numbers per block) regardless of the number of DID numbers utilized out of the available 20 numbers.

	Nonrecurring	Monthly
Each DID Nonsequential number	\$0.90	\$0.14
Each DID block of 20 sequential numbers	\$18.00	\$2.70
DID Block Compromise Charge		
Removal of number from sequential block	\$405.00	N/A
Temporary removal of number from block	\$45.00	N/A
DID Change Charge		
Per Change of number of digits outpulsed	\$45.00	N/A
Per Change of signaling from DTMF to DP	\$45.00	N/A
DID Trunk Termination		
Each in-only analog trunk termination	\$51.30	\$40.50
Each 2-Way, 4-wire analog trunk termination	\$51.30	\$40.50

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SECTION 7.0 - LOCAL SERVICES PRICE LIST, (CONT'D.)

7.6 Access Lines for Customer Provided Pay Telephones

7.6.1 General

The Company provides access lines ("CPPT Lines") for connection of Aggregator-provided Pay Telephone equipment to the public switched network. CPPT Lines provide the Aggregator with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. CPPT Lines are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for CPPT lines are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the CPPT Line subscribed to by the Aggregator. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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SECTION 7.0 - LOCAL SERVICES PRICE LIST, (CONT'D.)

7.6 Access Lines for Customer Provided Pay Telephones, (Cont'd.)

7.6.2 Regulations

- (A) CPPT Lines will be provided only to Aggregators certificated by the Georgia Public Service Commission. Proof of certification is required prior to installation of service. Service will be disconnected should the Company determine that the Aggregator is no longer certified or has had certification revoked for any reason.
- (B) The Aggregator is responsible for all local and long distance usage charges billed to the CPPT Line. These charges included, but are not limited to, any operator charges for calls billed to the line on a collect or third party basis in the event that the Aggregator does not subscribe to blocking and screening features offered in Section 5.10.4 of this tariff.
- (C) Unless otherwise permitted by Commission rule or order, only one Pay Telephone instrument may be connected to each CPPT line.
- (D) Unless otherwise permitted by Commission rule or order, 0- local operator assisted calls must be routed to the Company's operators.
- (E) Aggregators subscribing to the Company's CPPT Lines are responsible for compliance with the Commission's "Regulations for Operator and Pay Telephone Services" as adopted in Docket No. U-213322 and any other rules or regulations the Commission may require.

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SECTION 7.0 - LOCAL SERVICES PRICE LIST, (CONT'D.)

7.6 Access Lines for Customer Provided Pay Telephones, (Cont'd.)

7.6.3 Rates and Charges

Service is provide at Business Flat Rate Local Exchange Service rates and charges as specified below of this tariff. Each Access Line is provided with touch-tone signaling at no additional charge. Calls placed to Directory Assistance from CPPT Lines will be billed to the Customer at rates and charges found in Section 8.4 of the tariff.

7.6.4 Per Line Rates

The following optional features are provided with One Source Access Line service:

(A) Unrestricted Service: No blocking or screening provided.

Unrestricted, Per Outward Line or Two-Way Line \$33.80

(B) Screening Option A: With this option, an Access Line is equipped with operator screening. In addition, calls to 011+ international direct distance dialed numbers outside the North American Numbering Plan are blocked.

Screening Option A, Per Outward Line or Two-Way Line \$33.80

(C) Screening Option B: With this option, an Access Line is equipped with operator screening, blocking of calls to 011+ international direct distance dialed numbers outside the North American Numbering Plan are blocked, and blocking of calls to 1+900, seven digit local, 1+ Expanded Local Calling Area, 1+ DDD and 976 calls.

Screening Option B, Per Outward Line or Two-Way Line \$33.80

(D) Screening Option C: With this option, an Access Line is equipped with operator screening, blocking of calls to 011+ international direct distance dialed numbers outside the North American Numbering Plan are blocked, and blocking of calls to 1+900, 1+ Expanded Local Calling Area, and 976 calls.

Screening Option C, Per Outward Line or Two-Way Line \$33.80

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SECTION 7.0 - LOCAL SERVICES PRICE LIST, (CONT'D.)**7.7 Optional Calling Features**

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

7.7.1 Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Business and Residence line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

Optional Calling Features	Business	Residence
Continuous Redial	\$0.75	\$0.75
Last Call Return	\$0.75	\$0.75
Three-Way Calling	\$0.75	\$0.75

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SECTION 7.0 - LOCAL SERVICES PRICE LIST, (CONT'D.)**7.7 Optional Calling Features, (Cont'd.)****7.7.2 Features Offered on Monthly Basis**

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature.

Optional Calling Feature	Business	Residence
Call Forwarding Busy Line	\$7.20	\$1.67
Call Forwarding Don't Answer	\$3.60	\$0.81
Call Forwarding Variable	\$4.32	\$2.70
Call Rejection	\$4.05	\$4.05
Call Transfer	\$5.40	\$5.40
Call Waiting	\$6.75	\$4.50
Caller ID with Name & Number	\$7.16	\$5.36
Caller ID with Number	\$6.75	\$4.95
Continuous Redial	\$3.15	\$2.25
Last Call Return	\$2.70	\$2.66
Remote Access to Call Forwarding	\$6.98	\$3.56
Speed Calling (8 code)	\$2.70	\$1.80
Speed Calling (30 code)	\$4.05	\$3.15
Three-Way Calling	\$3.60	\$3.15
Custom Ringing Service - one number	\$6.71	\$4.50
Custom Ringing Service - two number	\$4.73	\$2.52

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SECTION 7.0 - LOCAL SERVICES PRICE LIST, (CONT'D.)

7.8 Prepaid Local Exchange Service

Prepaid Local Exchange Service is provided to business and residential customers for inbound and outbound calling within a local exchange calling area. Service is offered on a prepaid basis only. All charges must be paid prior to activation. Monthly charges must be paid in order for service to continue uninterrupted.

This service allows Customers unlimited calling each month within the local exchange calling area. All access lines are toll restricted. In addition, lines are blocked from originating 411, 700, 900, 950, 976, 10XXX/101XXXX and all 0-, 0+ and 00++ operator assisted calling. Call completion for Directory Assistance (411) is blocked.

The minimum service period for this service is one (1) month.

Customers are billed a one-time activation charge for each Prepaid Account and a monthly recurring charge for usage. A monthly Reminder Notice will be sent advising Customers that the next month's payment for Prepaid Local Exchange Service is due. This notice will be sent ten (10) days prior to the end of the current month, fifteen (15) days after the Reminder Notice date.

Monthly Service Fee includes all taxes and surcharges.

Activation fee	\$25.00
Monthly Usage Charge	\$49.00

A separate charge of \$25.00 is assessed for Customers who want to re-establish their account five (5) days after the bill is due.

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SECTION 7.0 - LOCAL SERVICES PRICE LIST, (CONT'D.)**7.8 Prepaid Local Exchange Service, (Cont'd.)****7.8.1 Custom Calling Features**

Any Customer subscribing to Prepaid Local Exchange Service may obtain Custom Calling Features, as listed below, where technically available.

- A. Call Forwarding:** Permits the Customer to automatically transfer all incoming calls to another telephone number of their choice and restore it to normal operation at their discretion. Calls may only be forwarded to other telephone numbers within the same local exchange calling area.
- B. Call Waiting:** Notifies the Customer, engaged in a call, of an incoming call through a tone signal. Customers may place the first call on hold and answer the waiting call by operation of the switchhook, and may alternate between the two calls. A three-way conference cannot be established through this service.
- C. Caller ID:** Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.
- D. Three-Way Calling:** Permits the Customer to add a third party to an established connection. The third party must be within the same local exchange calling area.
- E. Speed Calling:** This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available in either an 8 number or a 30 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

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SECTION 7.0 - LOCAL SERVICES PRICE LIST, (CONT'D.)**7.8 Prepaid Local Exchange Service, (Cont'd.)****7.8.1 Custom Calling Features, (contd.)**

- F. Call Return:** Permits the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

7.8.2 Custom Calling Rates and Charges

	Monthly Charge	Activation Charge
Call Forwarding:	\$5.00	\$5.00
Caller ID (per month fee)	\$10.00	\$10.00
Call Waiting	\$5.00	\$5.00
Three-Way Calling	\$5.00	\$5.00
Speed Calling	\$5.00	\$5.00
Call Return	\$5.00	\$5.00

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SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

8.1 Directory Listings

8.1.1 General

The following rules apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Only information necessary to identify the Customer is included in these listings. The Company use abbreviations in listings. The Company may reject a residence listing which is judged to be advertising. It may also reject a listing it judges to be objectionable. A name made up by adding a term such as Company, Shop, Agency, Works, etc. to the name of a commodity or service will not be accepted as a listing unless the subscriber is legally doing business under that name.

A name may be repeated in the white pages only when only when a different address or telephone number is used.

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SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT'D.)

8.1 Directory Listings, (Cont'd.)

8.1.2 Composition of Listings

(A) Names

The following names may be included in business service listings:

- (1) The name of subscriber or joint user.
- (2) The name of each business enterprise which the subscriber or joint user conducts.
- (3) The name by which the business of a subscriber or joint user is known to the public. Only one such name representing the same general line of business will be accepted.
- (4) The name of any person associated with the subscriber or joint user in the same business.
- (5) The name of any person, firm or organization which subscriber or joint user is authorized to represent, or the name of an authorized representative of the subscriber or joint user.
- (6) Alternative spelling of an individual name or alternative arrangement of a business name, provided the listing in the judgment of the Company, is not for advertising purposes.
The name of a publication issued periodically by the subscriber or joint user.
- (7) The name of an inactive business organization in a cross-reference listing when authorized by such business or organization.
- (8) The name of a member of subscriber's domestic establishment when business service is furnished in the subscriber's residence.
- (9) The name of a corporation which is the parent or a subsidiary of the subscriber.
- (10) The name of a resident of a hotel, apartment house, boarding house or club which is furnished PBX service, may be included in a residence type listing with the telephone number of the PBX service.
- (11) The name of the subscriber to a sharing arrangement.

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SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT'D.)**8.1 Directory Listings, (Cont'd.)****8.1.2 Composition of Listings, (cont'd.)****(B) Designation**

The purpose of a business designation is to identify the listed party and not to advertise the business. No designation of the nature of the business is included if this is sufficiently indicated by the name. Where a listed party is engaged in more than one general line of business, one additional business designation may be included in the listing when necessary to identify the listed party. When a listed party has two or more listed telephone numbers or two or more business addresses, designations indicating the branches of the organization may be included where necessary to assist the public in calling.

A designation may include a title to indicate a listed party's official position, but not the name of the firm or corporation with which the individual is connected. Individual names or titles are not shown following the name of a firm or corporation. A term such as "renting agent" may be included in a listing indented under the name of a building, provided the agent maintains a renting office in such a building.

A designation is not ordinarily provided in a residence type listing except for residential service as permitted under the terms of this tariff. A professional designation is permitted on residence service in the case of a physician, surgeon, dentist, osteopath, chiropract, podiatrist, optometrist, chiropractor, physiotherapist, Christian Science practitioner, veterinary surgeon, registered nurse or licensed practical nurse, provided that the same name and designation is also listed on business service of that subscriber or another subscriber in the same or different directory.

The listing of service in the residence of a clergyman may include the designation "parsonage," "rectory," "parish house," or "manse," and any such listing may be indented under a listing in the name of the church. Where residence service is furnished in a church study, the listing may include the designation "study."

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SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT'D.)

8.1 Directory Listings, (Cont'd.)

8.1.2 Composition of Listings, (cont'd.)

(C) Address

Each residence or non-profit listing may, but does not have to, include the house number and street name of the residence where the telephone service is provided. Other information, such as a building name or a locality designation, may be included to help identify the Customer.

(D) Telephone Number

Each listing may include only one telephone number, except in an alternate telephone number listing where each number listed is considered a line for rate purposes.

A listing may include only the telephone number of the first line of a PBX system or incoming service group, except that a trunk not included in the incoming service group of a PBX system, or the first trunk of a separate incoming service group of a PBX system may be listed to meet special conditions where a corporation and its subsidiaries use the same PBX system.

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT'D.)

8.1 Directory Listings, (Cont'd.)

8.1.3 Types of Listings

(A) Standard Listing

A standard listing includes a name, designation, address and telephone number of the Customer. It appears in the White Pages of the telephone directory and in the Company's Directory Assistance records. The designation in the listing will be provided according to the rules in paragraph 5.13.2.2 above.

(B) Indented Listing

An indented listing appears under a standard listing and may include only a designation, address and telephone number. An indented listing is allowed only when a Customer is entitled to two or more listings of the same name with different addresses or different telephone numbers. For example:

Smith, John MD
Office 125 Portland 555-4180
Residence 9 Glenway 555-8345

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT'D.)**8.1 Directory Listings, (Cont'd.)****8.1.3 Types of Listings, (cont'd.)****(C) Alternate Telephone Number Listing and Night Listing**

Any listed party who has made the necessary arrangements for receiving telephone calls during his or her absence may have an alternate telephone number listing or a night listing, such as the following:

- * If no answer call (telephone number)
- * Night calls (telephone number)
- * Night calls after __PM (telephone number)
- * Nights, Sundays and holidays (telephone number)
- * 5PM to 9AM weekdays, Saturday until 9AM, Monday and holidays (telephone number)

Such listing may be furnished as an indented listing or as a sub-caption. The telephone number in such a listing may be that of another service furnished the same subscriber or one of the subscriber's PBX trunks not included in the incoming service group, or the service furnished a different subscriber.

(D) Duplicate Listing

Any listing may be duplicated in a different directory or under a separate geographical heading in the same directory. Such listing may be duplicated in indented form.

(E) Reference Listing

A subscriber having exchange services listed under different geographical headings may have an indented listing in reference form in lieu of a duplicate listing.

(F) Cross Reference Listing

A cross reference listing may be furnished in the same alphabetical group with the related listing when required for identification of the listed party and not designated for advertising purposes.

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SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT'D.)

8.1 Directory Listings, (Cont'd.)

8.1.4 Free Listings

The following listings are provided at no additional charge to the Customer:

- * one listing for each individual line service, auxiliary line or PBX system.

8.1.5 Rates for Additional Listings - Business Customers

The following rates and charges apply to additional listings requested by the Customer over and above those free listings provided for in Section 8.1.4

	Business	Residence
Additional Listings	\$2.70	\$1.35
Foreign Listings	\$2.70	\$1.35

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SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT'D.)**8.2 Non-Published Service****8.2.1 General**

Non-published service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records.

8.2.2 Regulations

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

8.2.3 Rates and Charges

There is a monthly charge for each non-published service. This charges does not apply if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

	Business	Residence
Non Published Listing	\$1.62	\$1.71

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SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT'D.)**8.3 Non-Listed Service****8.3.1 General**

Non-listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records.

8.3.2 Regulations

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-listed service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

8.3.3 Rates and Charges

There is a monthly charge for each non-listed service. This charges applies if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

	Business	Residence
Non Listed Listing	\$1.31	\$1.40

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SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT'D.)

8.4 Directory Assistance Services

8.4.1 Directory Assistance

A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number. No charge applies for the first call per month per residence line.

Each Local Directory Assistance Call \$0.47

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SECTION 9.0 - OPERATOR SERVICES

9.1 General

Customers may subscribe to intraLATA and interLATA operator services offered by the Company. Customers have the option of selecting another carrier as their primary intraLATA and/or interLATA long distance carrier if requested.

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SECTION 10.0 - LONG DISTANCE SERVICES

10.1 General

Rates and regulations for the Company's Long Distance Services may be found in the Company's Arizona Tariff No. 2.

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SECTION 11.0 - MISCELLANEOUS SERVICES**11.1 Carrier Presubscription****11.1.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

11.1.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

- Option A:** Customer select the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription
- Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option F:** Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

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SECTION 11.0 - MISCELLANEOUS SERVICES, (CONT'D.)**11.1 Carrier Presubscription, (Cont'd.)****11.1.3 Rules and Regulations**

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 11.4.5 below:

11.1.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 11.4.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

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SECTION 11.0 - MISCELLANEOUS SERVICES, (CONT'D.)**11.1 Carrier Presubscription, (Cont'd.)****11.1.5 Presubscription Charges****(A) Application of Charges**

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 11.4.4 above, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

(B) Nonrecurring Charges**Per business or residence line, trunk, or port**

Initial Line, or Trunk or Port	\$1.49
Additional Line, Trunk or Port	\$1.49

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SECTION 12.0 - PRIVATE LINE SERVICES

12.1 [Reserved for Future Use]

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SECTION 13.0 - CARRIER ACCESS SERVICE

13.1 [Reserved for Future Use]

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SECTION 14.0 - SPECIAL ARRANGEMENTS

14.1 [Reserved for Future Use]

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SECTION 15.0 - PROMOTIONAL OFFERINGS

15.1 Special Promotions

The Carrier may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Carrier's tariff as an addendum to the Carrier's price lists.

15.2 Discounts

The Company may, from time to time as reflected in the price list, offer discounts based on monthly volume (or, when appropriate, "monthly revenue commitment" and/or "time of day" may also be included in the tariff).

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