

ORIGINAL NEW APPLICATION



0000067305

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February 19, 2007

Via Overnight Courier

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

T-20514A-07-0113

AZ CORP COMMISSION
DOCUMENT CONTROL

2007 FEB 21 P 3:40

RECEIVED

*Re: Broadweave Networks of Arizona, LLC
Application and Petition for Certificate of Convenience and Necessity
to Provide Intrastate Telecommunications Services*

Ladies and Gentlemen:

On behalf of Broadweave Networks of Arizona, LLC ("Broadweave"), transmitted herewith is an original plus thirteen (13) copies of its Application and Petition for Certificate of Convenience and Necessity to Provide Intrastate Telecommunications Services.

Broadweave respectfully requests the Commission grant confidential treatment to Attachment E of its Application containing financial statements which is submitted herewith in a sealed envelope marked, "CONFIDENTIAL AND PROPRIETARY INFORMATION - Submitted Under Seal."

An additional copy of this letter is enclosed, to be date-stamped and returned in the postage-prepaid envelope provided.

Should there be any questions regarding this filing, kindly contact the undersigned.

Respectfully submitted,

Jonathan S. Marashlian
Regulatory Counsel

Arizona Corporation Commission

DOCKETED

FEB 21 2007

DOCKETED BY	<i>MM</i>
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ARIZONA CORPORATION COMMISSION

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

Mail original plus 13 copies of completed application to:

For Docket Control Only:
(Please Stamp Here)

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

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

Type of Service: _____

Docket No.: _____ Date: _____ Date Docketed: _____

Type of Service: _____

Docket No.: _____ Date: _____ Date Docketed: _____

A. COMPANY AND TELECOMMUNICATION SERVICE INFORMATION

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

- Resold Long Distance Telecommunications Services (Answer Sections A, B).
- Resold Local Exchange Telecommunications Services (Answer Sections A, B, C).
- Facilities-Based Long Distance Telecommunications Services (Answer Sections A, B, D).
- Facilities-Based Local Exchange Telecommunications Services (Answer Sections A, B, C, D, E)
- Alternative Operator Services Telecommunications Services (Answer Sections A, B)
- Other _____ (Please attach complete description)

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

Broadweave Networks of Arizona, LLC
3940 North Traverse Mountain Boulevard, Suite 100
Lehi, Utah 84043
Tel: (801) 407-6000
Fax: (801) 407-6005
Email: kipc@broadweave.com
Web Address: www.broadweave.com

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

N/A

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

Kip Carman
3940 North Traverse Mountain Boulevard, Suite 100
Lehi, Utah 84043
Tel: (801) 407-6000
Fax: (801) 407-6005
Email: kipc@broadweave.com

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

Jonathan S. Marashlian, Esq., Regulatory Counsel
Helein & Marashlian, LLC, The CommLaw Group
1483 Chain Bridge Road, Suite 301
McLean, Virginia 22101
Tel: (703) 714-1313
Fax: (703) 714-1330
Email: jsm@commlawgroup.com

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

Kip Carman
3940 North Traverse Mountain Boulevard, Suite 100
Lehi, Utah 84043
Tel: (801) 407-6000
Fax: (801) 407-6005
Email: kipc@broadweave.com

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

- Sole proprietorship
- Partnership: ___ Limited, ___ General, ___ Arizona, ___ Foreign
- Limited Liability Company: ___ X ___ Arizona, ___ Foreign
- Corporation: ___ "S", ___ "C", ___ Non-profit
- Other, specify: _____

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

Attachment "A" must include the following information:

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

3. Indicate percentages of ownership of each person listed in A-8.2.

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

Your Tariff must include the following information:

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

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



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



Other. Describe and provide a detailed map depicting the area.

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

Describe in detail any such involvement. Please make sure you provide the following information:

1. States in which the Applicant has been or is involved in proceedings.
2. Detailed explanations of the Substance of the Complaints.
3. Commission Orders that resolved any and all Complaints.
4. Actions taken by the Applicant to remedy and/or prevent the Complaints from re-occurring.

Neither Applicant nor any affiliate, officer, director or manager has been or currently is involved in any formal or informal complaint proceeding.

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

Describe in detail any such judgments or convictions. Please make sure you provide the following information:

1. States involved in the judgments and/or convictions.
2. Reasons for the investigation and/or judgment.
3. Copy of the Court order, if applicable.

None.

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



Yes



No

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

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

Yes

No

If "No", continue to question (A-15).

For Local Exchange Resellers, a \$25,000 bond will be recommended.

Yes

No

If "No", continue to question (A-15).

For Facilities-Based Providers of Long Distance, a \$100,000 bond will be recommended.

Yes

No

If "No", continue to question (A-15).

For Facilities-Based Providers of Local Exchange, a \$100,000 bond will be recommended.

Yes

No

If "No", continue to question (A-15).

Note: Amounts are cumulative if the Applicant is applying for more than one type of service.

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

Applicant does not collect deposits from its customers. Furthermore, Applicant's superior financial position makes a bond unnecessary to protect Arizona consumers. Broadweave has substantial financial wherewithal and access to ample capital, as demonstrated in the Financial Statements filed in this proceeding under seal and pursuant to request for confidential treatment. These financial documents demonstrate that Applicant has access to sufficient cash and more than adequate financial resources to provide the requested services to Arizona consumers without the need for a bond, particularly in light of the fact that Applicant will not be collecting deposits from its customers. Wherefore, Broadweave respectfully requests waiver of the surety bond requirement. In lieu of waiver, Broadweave requests a reasonable reduction in the surety bond amount consistent with similar reductions granted by the Commission in the past.

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

Note: For Resellers, the Applicant must complete and submit an Affidavit of Publication Form as Attachment "C" before Staff prepares and issues its report. Refer to the Commission's website for Legal Notice Material (Newspaper Information, Sample Legal Notice and Affidavit of Publication). For Facilities-Based Service Providers, the Hearing Division will advise the Applicant of the date of the hearing and the publication of legal notice. Do not publish legal notice or file affidavits of publication until you are advised to do so by the Hearing Division.

Applicant will provide resold and facilities-based services. Therefore, it will await advisement from the Hearing Division prior to publishing legal notice.

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

Yes No

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

Applicant intends to provide local and long distance services in the state of Arizona through a combination of its wholly-owned facilities, facilities leased from incumbent local exchange carriers, and through the resale of services of incumbent and competitive local exchange carriers and interexchange carriers.

To the extent Applicant resells interexchange services, it may do so as a switchless reseller, thereby relying on the underlying facilities of its interexchange services wholesale supplier(s). Applicant may purchase interexchange wholesale services from any one of a number of providers, including, but not limited to, Qwest, Level3, Electric Lightwave (nka Integra), Global Crossing, XO Communications and Broadwing.

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

Note: If the Applicant is currently approved to provide telecommunications services that the Applicant intends to provide in Arizona in less than six states, excluding Arizona, list the Public Utility Commission ("PUC") of each state that granted the authorization. For each PUC listed provide the name of the contact person, their phone number, mailing address including zip code, and e-mail address.

Applicant is currently authorized to provide resold interexchange and resold and facilities-based local exchange services in Utah and Texas. Applicant is in the process of applying for authority to provide resold interexchange and facilities-based and resold local exchange services in the states of California, Nevada and New Mexico.

Applicant has not been denied certification in any state.

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

Note: If the Applicant currently provides telecommunication services that the Applicant intends to provide in Arizona in six or more states, excluding Arizona, list the states. If the Applicant does not currently provide telecommunications services that the Applicant intends to provide in Arizona in five or less states, list the key personnel employed by the Applicant. Indicate each employee's name, title, position, description of their work experience, and years of service in the telecommunications services industry.

See Exhibit 1.

(A-20) List the names and addresses of any alternative providers of the service that are also affiliates of the telecommunications company, as defined in R14-2-801.

N/A

B. FINANCIAL INFORMATION

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

Yes No

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

(B-2) Include "Attachment E".

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

1. A copy of the Applicant's balance sheet.

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

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

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

Yes. Applicant is a domestic limited liability corporation organized under the laws of the state of Arizona. Applicant is the wholly-owned subsidiary of Broadweave Networks, Inc., a Utah corporation. Applicant will rely on the financial resources of its parent, Broadweave Networks, Inc.

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

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

Response: 500 units at \$100 a unit = \$50,000

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

Response: \$40,000

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

Response: \$1,085,000

4. If the projected value of all assets is zero, please specifically state this in your response. N/A
5. If the projected fair value of the assets is different than the projected net book value, also provide the corresponding projected fair value amounts. N/A

C. RESOLD AND/OR FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(C-1) Indicate if the Applicant has a resale agreement in operation,

Yes No

If "Yes", please reference the resale agreement by Commission Docket Number or Commission Decision Number.

Applicant intends to provide local and long distance services in the state of Arizona through a combination of its wholly-owned facilities, facilities leased from incumbent local exchange carriers, and through the resale of services of incumbent and competitive local exchange carriers and interexchange carriers.

To the extent Applicant resells local exchange services, Applicant may purchase wholesale services from any one of a number of providers, including, but not limited to, Qwest, Level3 and Broadwing.

Applicant does not currently have an effective resale agreement with any local exchange carriers in Arizona. However, upon reaching a resale agreement, Applicant will submit the agreement for Commission approval, to the extent required by law.

D. FACILITIES-BASED LONG DISTANCE AND/OR FACILITIES BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(D-1) Indicate if the Applicant is currently selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in the State of Arizona. This item applies to an Applicant requesting a geographic expansion of their CC&N:

Yes No

If "Yes," provide the following information:

1. The date or approximate date that the Applicant began selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services for the State of Arizona.
2. Identify the types of facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services that the Applicant sells in the State of Arizona.

If "No," indicate the date when the Applicant will begin to sell facilities-based long distance telecommunications AND/OR facilities-based local exchange telecommunications services in the State of Arizona:

(D-2) Check here if you wish to adopt as your petition a statement that the service has already been classified as competitive by Commission Decision:

- Decision # 64178 Resold Long Distance
 Decision # 64178 Resold LEC
 Decision # 64178 Facilities Based Long Distance
 Decision # 64178 Facilities Based LEC

E. FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(E-1) Indicate whether the Applicant will abide by the quality of service standards that were approved by the Commission in Commission Decision Number 59421:

Yes No

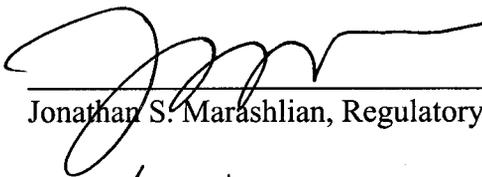
(E-2) Indicate whether the Applicant will provide all customers with 911 and E911 service, where available, and will coordinate with incumbent local exchange carriers ("ILECs") and emergency service providers to provide this service:

Yes No

(E-3) Indicate that the Applicant's switch is "fully equal access capable" (i.e., would provide equal access to facilities-based long distance companies) pursuant to A.A.C. R14-2-1111 (A):

Yes No

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



Jonathan S. Marashlian, Regulatory Counsel

02/17/2007

(Date)

SUBSCRIBED AND SWORN to before me this 17th day of February, 2007


NOTARY PUBLIC

My Commission Expires 8-31-08

INDEX OF ATTACHMENTS

Attachment A-1	Certificate of Good Standing
Attachment A-2	LLC Member and Manager Information
Attachment A-3	Percentages of Ownership
Attachment B	Proposed Tariff
Attachment C	Legal Notice for Publication - Sample
Attachment E	Financials
Exhibit 1	Key Management and Professional Bios
Exhibit 2	Description of Company and Proposed Services

Attachment A-1

Certificate of Good Standing

STATE OF ARIZONA



Office of the
CORPORATION COMMISSION
CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Brian C. McNeil, Executive Director of the Arizona Corporation Commission, do hereby certify that

*****BROADWEAVE NETWORKS OF ARIZONA, LLC*****

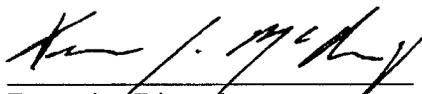
a domestic limited liability company organized under the laws of the State of Arizona, did organize on the 18th day of August 2006.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said limited liability company is not administratively dissolved for failure to comply with the provisions of A.R.S. section 29-601 et seq., the Arizona Limited Liability Company Act; and that the said limited liability company has not filed Articles of Termination as of the date of this certificate.

This certificate relates only to the legal existence of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 1st Day of September, 2006, A. D.




Executive Director

Order Number: 87648

Attachment A-2

LLC Member & Manager Information

Member Information:

Broadweave Networks, Inc.
3940 North Traverse Mountain Boulevard, Suite 100
Lehi, Utah 84043

Manager Information:

Broadweave Professional Services, LLC
3940 North Traverse Mountain Boulevard, Suite 100
Lehi, Utah 84043

Attachment A-3

Percentages of Ownership

The following individuals and entities hold ownership interests in Broadweave Networks, Inc., which is the sole parent company of Broadweave Networks of Arizona, LLC.

Broadweave Networks, Inc. holds a 100% ownership interest in Broadweave Networks of Arizona, LLC.

<u>Name of Owner</u>	<u>Percentage Owned</u>
Steve and Katherine Christensen c/o Steve Christensen 3940 N. Traverse Mountain Blvd., 100 Lehi, UT 84043	40.09%
Market Capital Group Teleckom, LLC c/o Steve Christensen 3940 N. Traverse Mountain Blvd., 100 Lehi, UT 84043	22.27%
E-Net Three, LLC c/o David Moon 5255 W. Edgewood Drive Provo, UT 84604	10.44%
Frankenberg Family Trust c/o Robert J. Frankenberg 701 Sunburst Lane Alpine, UT 84004	2.45%
Fraser Bullock 3098 W. Executive Parkway, 200 Lehi, UT 84043	2.45%
Gary Arnold 13940 Atlanta National Drive Alpharetta, GA 30004	2.34%
Ty Mattingly 22 W 620 S. Orem, UT 84058	1.34%
Ron Mika 1020 N. Sunbrook Circle Alpine, UT 84004	1.11%

Banyan Investment Company c/o V. Mark Peterson 1247 Moyle Drive Alpine, UT 84004	1.11%
CM2 Investments, LLC c/o Lane Critchfield 299 S. Main St., #2450 Salt Lake City, UT 84111	1.16%
BSB, Investments, LLC c/o Jonathan W. Bullen 299 S. Main St. #2420 Saltk Lake City, UT 84111	1.16%
Simmons Capital, LLC c/o David E. Simmons 515 S. 700 E#2f Salt Lake City, UT 84102	0.93%
Greg Hill 6316 East Long Circle South Englewood, CO 80112	0.67%
Rodney Christensen 42 S. 300 E., Box 56 Salem, UT 84653	0.70%
Whisper Investment Company c/o Todd Groskreutz 440 E. 400 S. Salt Lake City, UT 84111	0.56%
V. Mark Peterson 1247 Moyle Drive Alpine, UT 84004	0.49%
Todd Fisher 555 E. 2600 N. Provo, UT 84604	0.47%
Silverdove Properties, LLC c/o John Greenbank 14087 S. 40 th Place Phoenix, AZ 85044	0.46%

Liberty Capital
c/o Jeffrey Peterson
11509 S. Summer Stone Dr.
South Jordan, UT 84095

0.33%

Butternut Partners LLC
c/o Reed Jensen
4348 Butternut Rd.
Salt Lake City, UT 84124

0.28%

Steve Magnuson
5714 15th Ave NE #B
Seattle, WA 98105

0.11%

Attachment B

Proposed Tariff

Broadweave Networks of Arizona, LLC
3940 North Traverse Mountain Boulevard, Suite 100, Lehi, Utah 84043

LOCAL SERVICES TARIFF

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

This tariff contains the descriptions, regulations and rates applicable to the provision of local exchange telecommunications services provided by Broadweave Networks of Arizona, LLC, between locations within the State of Arizona. This tariff is available for public inspection during normal business hours at the main office of Broadweave Networks of Arizona, LLC, located at 3940 North Traverse Mountain Boulevard, Suite 100, Lehi, Utah 84043.

Issued:

Effective:

Issued by:

Steve Christensen
CEO
3940 North Traverse Mountain Boulevard, Suite 100
Lehi, Utah 84043

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Regulations.....	Section 2
Service Areas.....	Section 3
Basic Services and Rates.....	Section 4
Miscellaneous Services and Rates.....	Section 5

Issued:

Effective:

Issued by:

Steve Christensen
 CEO
 3940 North Traverse Mountain Boulevard, Suite 100
 Lehi, Utah 84043

CHECK SHEET

Section	Page	Revision	Section	Page	Revision	Section	Page	Revision
Title	Title	Original*	Section 2	32	Original*			
Preface	1	Original*	Section 2	33	Original*			
Preface	2	Original*	Section 3	1	Original*			
Preface	3	Original*	Section 3	2	Original*			
Preface	4	Original*	Section 4	1	Original*			
Preface	5	Original*	Section 4	2	Original*			
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Section 1	2	Original*	Section 4	4	Original*			
Section 1	3	Original*	Section 5	1	Original*			
Section 2	1	Original*	Section 5	2	Original*			
Section 2	2	Original*	Section 5	3	Original*			
Section 2	3	Original*	Section 5	4	Original*			
Section 2	4	Original*	Section 5	5	Original*			
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Section 2	7	Original*	Section 5	8	Original*			
Section 2	8	Original*	Section 5	9	Original*			
Section 2	9	Original*	Section 5	10	Original*			
Section 2	10	Original*	Section 5	11	Original*			
Section 2	11	Original*	Section 5	12	Original*			
Section 2	12	Original*	Section 5	13	Original*			
Section 2	13	Original*	Section 5	14	Original*			
Section 2	14	Original*	Section 5	15	Original*			
Section 2	15	Original*	Section 5	16	Original*			
Section 2	16	Original*	Section 5	17	Original*			
Section 2	17	Original*	Section 5	18	Original*			
Section 2	18	Original*						
Section 2	19	Original*						
Section 2	20	Original*						
Section 2	21	Original*						
Section 2	22	Original*						
Section 2	23	Original*						
Section 2	24	Original*						
Section 2	25	Original*						
Section 2	26	Original*						
Section 2	27	Original*						
Section 2	28	Original*						
Section 2	29	Original*						
Section 2	30	Original*						
Section 2	31	Original*						

*Denotes New or Revised Page.

Issued:

Effective:

Issued by:

Steve Christensen
 CEO
 3940 North Traverse Mountain Boulevard, Suite 100
 Lehi, Utah 84043

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.
- (S) To signify reissued matter
- (T) To signify a change in text but no change in rate or regulation.

Issued:

Effective:

Issued by:

Steve Christensen
CEO
3940 North Traverse Mountain Boulevard, Suite 100
Lehi, Utah 84043

APPLICATION OF TARIFF

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

This tariff is on file with the Arizona Corporation Commission. In addition, this tariff is available for review at the main office of Broadweave Networks of Arizona, LLC, at 3940 North Traverse Mountain Boulevard, Suite 100, Lehi, Utah 84043.

Issued:

Effective:

Issued by:

Steve Christensen
CEO
3940 North Traverse Mountain Boulevard, Suite 100
Lehi, Utah 84043

TARIFF FORMAT

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

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

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

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

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

Issued:

Effective:

Issued by:

Steve Christensen
CEO
3940 North Traverse Mountain Boulevard, Suite 100
Lehi, Utah 84043

SECTION 1 – DEFINITIONS

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

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

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

Advance Payment – Part or all of a payment required before the start of service limited to current months recurring charges in advance.

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

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

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

Commission – Arizona Corporation Commission.

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

Company – Broadweave Networks of Arizona, LLC, the issuer of this tariff.

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

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

Customer Terminal Equipment – Terminal equipment provided by the Customer.

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SECTION 1 – DEFINITIONS (CONT'D)

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

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

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

ICB – Individual Case Basis.

IXC or Interexchange Carrier – A long distance telecommunications service provider.

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

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

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

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

MOU – Minutes of Use.

NECA – National Exchange Carriers Association.

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

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SECTION 1 – DEFINITIONS (CONT'D)

PBX – Private Branch Exchange.

PIN – Personal Identification Number. See Authorization Code.

Point of Presence (“POP”) – Location where the Company maintains a facility for purposes of interconnecting to the Company's Network.

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

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

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

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

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

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

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

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

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

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

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

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

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SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.1 Undertaking of the Company (Cont'd)****2.1.3 Terms and Conditions**

- A. Service is provided on the basis of a minimum period of at least thirty (30) days, 24 hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. Except as otherwise stated in this tariff, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E. Service may be terminated upon written notice to the Customer if:
 - 1. the Customer is using the service in violation of the tariff; or
 - 2. the Customer is using the service in violation of the law.
- F. This tariff shall be interpreted and governed by the laws of the State of Arizona regardless of its choice of laws provision.
- G. Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H. To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.1 Undertaking of the Company (Cont'd)****2.1.4 Limitations on Liability**

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including, but not limited to, mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services; or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that results in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
1. Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 3. Any unlawful or unauthorized use of the Company's facilities and services;
 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
 5. Breach in the privacy or security of communications transmitted over the Company's facilities;

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (Cont'd)

D. (Cont'd)

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A. of this Subsection 2.1.4;
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof not due to negligence;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any acts or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any noncompletion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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

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

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

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.1 Undertaking of the Company (Cont'd)****2.1.4 Limitations on Liability (Cont'd)**

- H. Directory Errors – In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.
- I. With respect to Emergency 911 Service:
1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, of (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
 2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, its users, agencies or municipalities, or the employees or agents of any one of them.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (Cont'd)

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

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

2.1.5 Notification of Service-Affecting Activities

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

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.1 Undertaking of the Company (Cont'd)****2.1.6 Provision of Equipment and Facilities**

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided by the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any other party other than the Company, including, but not limited to, the Customer.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided equipment.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.1 Undertaking of the Company (Cont'd)****2.1.7 Non-routine Installation**

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

2.1.8 Special Construction

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

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

2.1.9 Ownership of Facilities

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

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4 A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owned to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.3 Obligations of the Customer****2.3.1 General**

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

- A. the payment of all applicable charges pursuant to this tariff;
- B. damage to or loss of the Company's facilities or equipment caused by the acts of omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.3 Obligations of the Customer (Cont'd)****2.3.1 General (Cont'd)**

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein removing the facilities or equipment of the Company;
- G. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Liability of the Customer

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

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

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

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

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspections

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

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

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.5 Payment Arrangements

2.5.1. Payment for Service

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

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

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

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

2.5.2 Billing and Collection of Charges

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

- A. Nonrecurring charges are due and payable within thirty (30) days of receipt of bill, unless otherwise agreed to in advance.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days of receipt of bill. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.5 Payment Arrangements (Cont'd)****2.5.2 Billing and Collection of Charges (Cont'd)**

- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within twenty (20) days of the mail date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due, minus any charges billed as local taxes, multiplied by 1.5%. **Late payment charges may only be applied once to a past due balance.**
- F. The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check or other payment type submitted by the Customer to the Company that a bank or other financial institution refuses to honor.
- G. If service is disconnected by the Company in accordance with Section 2.5.6 following and later restored, restoration of service will be subject to all applicable installation charges.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.5 Payment Arrangements (Cont'd)****2.5.3 Disputed Bills**

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 30 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B. Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Arizona Corporation Commission, 1200 W. Washington Street, Phoenix, Arizona 85007.
- C. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

2.5.4 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.5 Payment Arrangements (Cont'd)

2.5.5 Deposits

The Company does not collect Customer deposits.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service

The Company may discontinue service under this section. Customers will be given seven (7) days written notice prior to discontinuance unless otherwise indicated. The seven (7) day notice period excludes Sundays and legal holidays. Service will not be disconnected on any Friday, Saturday, Sunday or legal holiday, or at any time when the Company's business offices are not open to the public, except where an emergency exists.

After discontinuing service, the Company may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable. These remedies are in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

The Company will refrain from suspending or terminating service for nonpayment during the pendency of a complaint before the Company or the Arizona Corporation Commission or its authorized designee, unless otherwise provided by the Commission or its authorized designee, provided, however, that as a condition of continued service during the pendency of such dispute, a customer shall pay the undisputed portions of any bill for service.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

The Company may discontinue service with notice for any of the following:

- A. For failure to pay a bill for service when due;
- B. For failure to meet the Company's deposit and credit requirements;
- C. For failure to make proper application for service;
- D. For violation of any of the Company's rules on file with the Commission;
- E. For failure to provide the Company reasonable access to equipment and property;
- F. For breach of contract for service between the Customer and the Company;
- G. For failure to furnish such service, equipment, and/or rights-of-way necessary to serve the Customer as shall have been specified by the Company as a condition of obtaining service; or
- H. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

The Company may discontinue service without notice for any of the following:

- A. fraudulent use of the provider's service or where it is deemed necessary by the provider to protect itself against the imposition of large indebtedness;
- B. the use of obscene or profane language over lines of the telephone company;
- C. the listening on party line conversations and other similar infractions affecting the quality of telephone service; or
- D. where a safety hazard is found to exist on the customer's premises.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.5 Payment Arrangements (Cont'd)****2.5.7 Cancellation of Application for Service**

- A. Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.5.7.A. through 2.5.7.C. will be calculated and applied on a case-by-case basis.

2.5.8 Changes in Service Requested

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

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.6 Allowances for Interruptions in Service**

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

2.6.1 General

- A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this rate sheet.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including, but not limited to, the Customer.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

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

2.6.2 Limitations of Allowances

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

- A. Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including, but not limited to, the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.6.3), or utilize another service provider;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.6 Allowances for Interruptions in Service (Cont'd)****2.6.3 Use of Another Means of Communication**

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

2.6.4 Application for Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.
- D. Interruptions of 24 Hours or Less

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

E. Interruptions Over 24 Hours and Less Than 72 Hours

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

F. Interruptions Over 72 Hours

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

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.5 Cancellation for Service Interruption

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

2.7 Use of Customer's Service by Others

2.7.1 Joint Use Arrangements

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

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.8 Cancellation of Service/Termination Liability**

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

2.8.1 Termination Liability

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

- A. all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B. any disconnection, early cancellation or termination charges reasonable incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D. minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

2.9 Customer Responsibility**2.9.1 Cancellation by Customer**

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

2.10 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- 2.10.1 to any subsidiary, parent company or affiliate of the Company; or
- 2.10.2 pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.10.3 pursuant to any financing, merger or reorganization of the Company.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.11 Customer Liability for Unauthorized Use of the Network**

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

2.11.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

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

- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss and/or theft.
- D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this rate sheet, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

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

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.12 Notices and Communications**

- 2.12.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.12.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.12.3 Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.12.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.13 Taxes, Fees and Surcharges

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

A. Arizona Universal Service Surcharge

All Customers will be assessed a surcharge to support the Arizona Universal Service ("WUSF") program. The WUSF Surcharge will be based on a percentage of the Customer's total local billing including any nonrecurring, recurring, usage and per call charges. This surcharge will appear as a separate line item on the Customer's bill. The percentage applied to the Customer's local billing will be equal to the assessment percentage paid by the Company as determined by Arizona law or Commission rules rounded up by the nearest whole percent, and may vary from time to time as required by Arizona law or Commission rules.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.14 Telephone Assistance Program****2.14.1 Definition**

The Telephone Assistance Program (TAP) or Lifeline, provides for a discount on the recurring monthly rate for the provision of local residential service for certain Medicaid eligible customers.

2.14.2 Eligibility

The TAP discount is only available to residence customers who meet eligibility requirements established by Senate Enrolled Act No. 45, enacted by the Arizona legislature in 1991. To be considered eligible, the applicant must receive Medicaid benefits under Title XIX of the Social Security Act. Subscription to expanded services will only be allowed at the principal's residence of those recipient physically handicapped customers certified by the Arizona Department of Health and Social Services.

The applicant must provide proof to the Company that he/she is certified as income eligible to receive the above benefits. After initial contact the Customer is sent an application form to be completed by the Customer or authorized representative of the Customer, as designated by the appropriate state agencies and identified as so authorized on the Customer's card for the above benefits.

The monthly discount to eligible customers will be \$4.35 or the same amount as the FCC's end user common line charge, whichever is greater. The discount will be applied to the following local exchange offerings:

1. Individual flat rate residential service.

In no case will the discount exceed the rate charged for the grade of residential service subscribed to be each individual.

2.14.3 Funding

The total cost of providing the TAP shall be funded from a uniform monthly surcharge of \$0.01 to each residential access line and each business access line, not to exceed 100 lines per customer.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.14 Telephone Assistance Program (Cont'd)

2.14.4 Terms and Conditions

- A. The TAP discount will begin with the date the Company receives a valid application from the customer or when new service is established for a qualifying customer. The discount will be prorated on the basis of a 30-day month from the effective date of the customer's application.
- B. The regular nonrecurring charges, terms and conditions applicable to the service offerings specified in 2.14 will apply. The nonrecurring charges to change to or from this program due to eligibility status will be waived.
- C. The discount is applicable only to a single residence line at the principal residence of the eligible customer.

2.14.5 Telephone Assistance Program Monthly Credits

A.	Federal Assistance Program	<u>USOC</u>	<u>Monthly Credit</u>
1.	Federal Credit [1]	ASGFX	\$4.35
2.	Federal Credit [1]	ASGF2	\$3.50
B.	State Telephone Assistance Program Credit		
1.	State Credit [2]	ASGSX	\$4.35

[1] The FCC Lifeline Program consists of a monthly federal baseline support of \$4.35 (ASGFX). An additional \$1.75 in Federal Lifeline support is also provided, plus an additional \$1.75 which is the maximum FCC Lifeline match of the amount of the Arizona Telephone Assistance Program. The additional support totals \$3.50 (ASGF2). The FCC Lifeline support amount cannot exceed \$7.85.

[2] The monthly credit (ASGSX) reflects the \$4.35 credit for the Arizona Telephone Assistance Program.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.15 E911 Service Surcharge**

All Customers will be assessed a per line surcharge to support local E911 Service Program. The E911 Surcharge will be based on a monthly snapshot of lines associated with each Customer's account. No fractional debits or credits will be given. This surcharge will appear as a separate line item on the Customer's bill. The amount of the surcharge will be equal to the per line assessment paid by the Company as determined by local jurisdictional assessments rounded up to the nearest whole cent, and may vary from time to time as required by Arizona law, Commission rules or local jurisdiction requirements.

2.16 Arizona Telecommunications Relay Service Surcharge

All Customers will be assessed a per line surcharge to support the Arizona Telecommunications Relay Service program. The surcharge will be based on a monthly snapshot of lines associated with each Customer's account. No fractional debits or credits will be given. This surcharge will appear as a separate line item on the Customer's bill as the WY Relay System. The amount of the surcharge will be equal to the per line assessment paid by the Company as determined by Arizona law or Commission rules rounded up to the nearest whole cent, and may vary from time to time as required by Arizona law or Commission rules.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.17 Miscellaneous Provisions

2.17.1 Telephone Number Changes

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

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

2.17.2 Maintenance and Operations Records

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

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SECTION 3 – SERVICE AREAS
3.1 Exchange Service Areas

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

3.1.1 Exchange Areas and UNE Zones

Exchange	UNE Zone	Exchange Area/Wire Center Included in the Local Calling Area
Ash Fork	3	Ash Fork, Cameron, Flagstaff, Munds Park and Williams
Benson	3	Benson
Bisbee	3	Bisbee, Douglas, Sierra Vista, Tombstone and Elfrida
Cameron	2	Cameron, Ash Fork, Flagstaff
Camp Verde	3	Camp Verde, Cottonwood and Sedona
Casa Grande	2, 3	Casa Grande, Coolidge, Eloy, Florence and Maricopa
China Valley	3	Chino Valley, Humboldt and Prescott
Coolidge	3	Coolidge, Casa Grande, Eloy, Florence and Maricopa
Coronado	2	Coronado, Green Valley, Marana, Robles, Tubac, Tucson and Vail
Cottonwood	2	Cottonwood, Camp Verde and Sedona
Douglas	3	Douglas, Bisbee, Sierra Vista, Tombstone and Elfrida
Eloy	3	Eloy, Casa Grande, Coolidge, Florence and Maricopa
Flagstaff	2, 3	Flagstaff, Ash Fork, Cameron, Munds Park and Williams
Florence	3	Florence, Casa Grande, Coolidge, Eloy and Maricopa
Globe	2, 3	Globe, Miami and San Carlos
Grand Canyon	3	Grand Canyon
Green Valley	2	Green Valley, Coronado, Marana, Robles, Tubac, Tucson and Vail
Hayden	3	Hayden
Humboldt	3	Humboldt, Chino Valley and Prescott
Joseph City	3	Joseph City and Winslow
Marana	1, 3	Marana, Coronado, Green Valley, Robles, Tubac, Tucson and Vail
Maricopa	3	Maricopa, Casa Grande, Coolidge, Eloy, and Florence
Miami	3	Miami, Globe and San Carlos
Munds Park	3	Munds Park, Ash Fork, Cameron, Flagstaff and Williams

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SECTION 3 – SERVICE AREAS

3.1 Exchange Service Areas (Cont'd)

3.1.1 Exchange Areas and UNE Zones (Cont'd)

Exchange	UNE Zone	Exchange Area/Wire Center Included in the Local Calling Area
Nogales	2, 3	Nogales and Patagonia
Page	2	Page and Glen Canyon City
Patagonia	3	Patagonia and Nogales
Payson	2, 3	Payson
Phoenix Metropolitan	1, 2, 3	Beardsley, Bethany, Black Canyon, Buckeye, Cactus, Cave Creek, Chandler, Circle City, Coldwater, Deer Valley, Foothills, Fort McDowell, Gilbert, Glendale, Greenway, Higley, Laveen, Litchfield Park, Maryvale, McLintock, Mesa, Midrivers, New River, Pecos, Peoria, Phoenix, Pinnacle Superstition, Tempe, Thunderbird, Tolleson, and Whitankes
Pima	3	Pima and Safford
Prescott	2, 3	Prescott, Chino Valley and Humboldt
Safford	3	Safford and Pima
San Manuel	3	San Manuel
Sedona	2, 3	Sedona, Camp Verde and Cottonwood
Sierra Vista	2, 3	Sierra Vista, Bisbee, Douglas, Tombstone and Elfrida
Superior	3	Superior
Tombstone	3	Tombstone, Bisbee, Douglas, Sierra Vista and Elfrida
Tubac	3	Tubac, Coronado, Green Valley, Marana, Robles, Tucson and Vail
Tucson	1,2,3	Tucson, Coronado, Green Valley, Marana, Robles, Tubac and Vail
Vail	3	Vail, Coronado, Green Valley, Marana, Robles, Tubac and Tucson
Wellton	3	Wellton and Yuma
Wickenburg	3	Wickenburg, Yarnell and Aguila
Wilcox	3	Wilcox
Williams	3	Williams, Ash Fork, Cameron, Flagstaff and Munds Park
Winslow	3	Winslow and Joseph City
Yarnell	3	Yarnell, Wickenburg, and Aguila
Yuma	1,2,3	Yuma and Wellton

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SECTION 4 – BASIC SERVICES AND RATES

4.1 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:

- 4.1.1 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.
- 4.1.2 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).
- 4.1.3 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.

4.2 Distance Calculations

The Company does not offer distance sensitive services.

4.3 Rate Periods for Time of Day Sensitive Services

The Company does not offer time of day sensitive services.

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SECTION 4 – BASIC SERVICES AND RATES (Cont'd)

4.4 Local Exchange Service

4.4.1 General

The Company offers Local Service to residential and business customers, predominantly in new developments and planned communities. Voice Mail and other Custom Calling Features are available to Local Service customers by selecting such services in bundled packages or a la carte.

The Company provides Customers with the option of obtaining a Primary Line and Secondary Line per account:

A. Primary Line

The initial local exchange access line per account.

B. Secondary Line

The second or additional local exchange access line, billed to the same address as the Primary Line, the Secondary Line will share the monthly call allowance with the Primary Line. The Secondary Line does not automatically include or share any Custom Calling Features. Feature Packages may be purchased separately.

Should a Customer with both lines opt to disconnect the Primary Line, the remaining Secondary Line will automatically convert to a Primary Line with all features and functionality of such, and at the Primary Line monthly recurring rate.

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SECTION 4 – BASIC SERVICES AND RATES (Cont'd)

4.5 “Value Choice” Package

4.5.1 General

The Value Choice Package is available to residential customers and provides users with a single, primary line connection to the Company’s local exchange network. Included in the Value Choice Package is unlimited calling within their local calling area, as defined by the applicable tariff of the Incumbent Local Exchange Carrier serving the area. The Value Choice Package also allows customers to select three (3) of the following custom calling features:

- Call Waiting
- Caller ID
- Call Transfer
- Voicemail
- 3-Way Calling
- Call Rejection
- Last Call Return
- Distinctive Ring

Additional features may be added at a la carte pricing.

4.5.2 Rate

Monthly Rate	
Primary Line	\$45.00

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SECTION 4 – BASIC SERVICES AND RATES (Cont'd)

4.6 Small Office Package

4.6.1 General

The Small Office Package is available to business customers and provides users with a primary line and the option to add a secondary line connection to the Company's local exchange network. Included in the Small Office Package is unlimited calling within their local calling area, as defined by the applicable tariff of the Incumbent Local Exchange Carrier serving the area. The Small Office Package includes all of the following custom calling features:

- Call Waiting
- Caller ID
- Call Transfer
- Voicemail
- 3-Way Calling
- Call Rejection
- Last Call Return
- Distinctive Ring

Additional features may be added at a la carte pricing.

4.5.2 Rate

Monthly Rate	
Primary Line	\$55.00
Secondary Line	\$65.00

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES**5.1 Service 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.

5.1.1 Service Order Charges

Transfer of Service Charge, Primary Line – applies to the first line of a Transfer of Service Order (TOS), when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

Transfer of Service Charge, Secondary Line – applies to the second, or third, etc., line of a Transfer of Service Order (TOS), when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

Technician Dispatch Charge – A separate Technician Dispatch Charge applies, in addition to all other charges for the visit, when a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to Customer-provided equipment or inside wire. This charge also applies for visits by the Company's agents or employees, at the Customer's request, to the Premises of the Customer, when the Customer fails to meet the Company's agent or employees for the prearranged appointment as requested.

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.1 Service Order and Change Charges (Cont'd)

5.1.2 Change Order Charges

Change Order Charges apply to work associated with providing exchange line service or customer-requested changes to existing services. One charge applies for each change order requested by the customer. If multiple changes listed below are requested by the Customer and occur on the same order/request one charge only applies. A Change Order Service Charge applies to the following customer-initiated changes:

Custom Calling Feature Change Order – applies when a Customer requests a change, adding or removing a custom calling feature.

Toll Restriction Fee Order – applies when a Customer requests a change, adding or removing Toll Restriction Service.

Telephone Number Change Order – applies to each telephone number change request/order.

Listing Change Charge – applies when a Customer requests/orders a change to add or delete a white pages listing or requests a change to add/delete listings. This charge also applies to request for Non-Published or Non-Listed numbers.

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**5.1 Service Order and Change Charges (Cont'd)****5.1.3 Rates**

<u>Service Order Charges</u>	<u>Charge</u>
Primary Service Connection Charge	\$40.00
Secondary Service Connection Charge	\$25.00
Transfer of Service Charge, Primary Line	\$20.00
Transfer of Service Charge, Secondary Line	\$15.00
Technician Dispatch Charge	\$100.00
Service Order Charge	\$10.00
<u>Change Order Service Charges</u>	
Custom Calling Feature Change Order	\$25.00
Toll Restriction Fee Order	\$10.00
Telephone Number Change Order	\$10.00
Listing Change Charge	\$10.00

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.2 Restoration of Service

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

	<u>Rate</u>
Per occasion	\$25.00

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.3 Reserved for Future Use

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**5.4 Public 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 intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

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

Whenever possible, the Public 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 Public 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.

Rate Per Call: \$0.55

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**5.5 Custom Calling Features**

The features in this section are made available to Customers on a per use basis. All features are provided subject to availability. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the per feature activation charge shown in the table below each time a feature is used by the Customer. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all or some uses in some cases.

5.5.1 Feature Descriptions

Call Forwarding – Fixed, Busy Line No Answer – This feature, when activated, redirects attempted terminating calls to another Customer-specified line. Call originating ability is not affected by Call Forwarding – Fixed, Busy Line No Answer. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding – Fixed, Busy Line No Answer is billed for the forwarded leg of the call. Calls cannot be transferred to an International Direct Distance Dialing number.

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.

Caller ID - Allows a Customer to see a caller's telephone number previewed on a display screen before the call is answered. Caller ID requires the use of specialized CPE not provided by the Company

Caller ID with Name – Allows a Customer to see a caller's name and number previewed on a display screen before the call is answered. Caller ID with Name requires the use of specialized CPE not provided by the Company.

Call Forwarding – A Customer activated feature that automatically transfers all incoming calls from the Customer's telephone number to another dialable telephone number until the Customer deactivates the feature. If forwarded to a long distance number the Subscriber will incur the long distance charges.

Call Trace – Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only.

Call Blocking – Allows Customer to block calls from different telephone numbers. A screening list is created by Customer either by adding the last number associated with the line (incoming or outgoing) or by pre-selecting the telephone number to be blocked. Callers from such numbers hear an announcement that the calling party is not accepting calls and Customer's phone will not ring.

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**5.5 Custom Calling Features****5.5.1 Feature Descriptions (Cont'd)**

Call Waiting - 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. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both calls.

Call Waiting with Caller ID with Name – Call Waiting with Caller ID with Name provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in and allows a Customer to see a caller's name and number previewed on a display screen. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both calls.

Three Way Calling – Permits the Customer 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.

Call Return - Allows Customer to automatically dial the number of last incoming call, whether or not Customer answered phone.

Anonymous Call Rejection - Allows you to refuse calls from those who have blocked their numbers.

Selective Call Rejection – Allows you to refuse calls from selected list of numbers.

Repeat/Auto Dial – A feature that, when activated, automatically checks a busy number and when the line is free, rings the Customer back and completes the call.

Caller Identification Blocking: Allows the name and number of the calling party to be blocked from being transmitted when placing outbound calls.

Per Call Blocking: To activate per-call blocking, a Customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per call blocking, and it is provided on an unlimited basis.

Per Line Blocking: When blocking is established on the line, it can be deactivated by dialing a code before each call. This one call unblock allows the name and/or number to be sent for that one call only. There is no charge for per line blocking.

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)
5.5 Custom Calling Features**5.5.2 Rates**

FEATURE	RATE	BILLED
Call Forwarding	\$4.50	MRC
Speed Calling	\$4.50	MRC
Caller ID	\$10.00	MRC
Caller ID with Name	\$14.00	MRC
Call Trace	\$1.00	Per use
Call Blocking	\$5.00	MRC
Call Waiting	\$6.00	MRC
Call Waiting with Caller ID with Name	\$15.00	MRC
Three Way Calling	\$6.00 \$1.00	MRC Per use
Last Call Return (*69)	\$6.00 \$1.00	MRC Per use
Anonymous Call Rejection	\$4.00	MRC
Manual Call Rejection	\$1.00	Per use
Repeat/Auto Dial	\$0.75	Per use
Caller Identification Blocking	\$0.75	Per use
Per Call Blocking	No charge	
Per Line Blocking	No charge	

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.6 Directory Assistance and Operator Services

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service.

5.6.1 Basic Directory Assistance

The rates specified following apply when Customers request Company assistance in determining telephone numbers of Customers who are located within the State.

A maximum of two (2) requested telephone numbers are allowed per call.

A. Exemptions

A business or residence main telephone exchange line may be registered for exemption from Directory Assistance charges where one of the users of the line is considered to be legally blind, visually or physically handicapped, or where the user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0." Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of any agency for the blind.

B. Allowances

There are no call allowances for Directory Assistance Service.

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**5.6 Directory Assistance and Operator Services (Cont'd)****5.6.2 Directory Assistance Rates**

Direct dialed, local	<u>Per Use Charge</u> \$0.85
----------------------	---------------------------------

5.6.3 Operator Service Rates

The Company provides operator services to its customers pursuant to agreement with a third-party operator services provider. The following per call surcharges apply to all calls requesting Company's operator services assistance.

Station-to-station, local	<u>Per Use Surcharge</u> \$0.85
Person-to-person, local	\$2.50

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.7 Busy Line Verification and Emergency Interrupt Service

Upon request of a calling party, the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption and is performed once the line status has been determined through the Busy Line Verification process.

If the Customer has the operator interrupt a call, both the Busy Line Verification and the Emergency Interrupt charge will apply.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

	<u>Per Call</u>
Busy Line Verification, each occasion	\$2.00
Emergency Interruption	\$2.50

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.8 Directory Listing Service

5.8.1 General

The following rates and regulations 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.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Dual name listings are permitted as a regular directory listing for residential service.

Listing services are available with all classes of main telephone exchange service.

5.8.2 Listings

A. Primary Listing

One listing, termed the primary listing, is included with each exchange access line and each joint user.

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.8 Directory Listing Service (Cont'd)

5.8.2 Listings (Cont'd)

B. Additional Listings

Additional listings may be the listings of individual names of the Customer and members of the Customer's household, tenants of residential Customers who lease the Customer's premises for less than one year and do not occupy the premises at the same time as the Customer, members of a firm, officers of a corporation, employees of the Customer or other persons associated in business with the Customer, a business which the Customer owns and cross reference and alternate number listings.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings.

Special Types of Additional Listings include:

Duplicate Listings – A listing of another name by which the customer is known, such as a nickname, abbreviated name, a name commonly spelled in more than one way, and a name consisting of several words which the public commonly rearranges. The listing may be complete or in a cross-reference form.

Alternate Telephone Numbers – A listing which refers calling parties to another telephone number at certain hours or on certain days or in case no answer is received on the call to the primary number.

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.8 Directory Listing Service (Cont'd)

5.8.2 Listings (Cont'd)

C. Nonpublished Service

The telephone numbers of nonpublished service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public.

Incoming calls to nonpublished service will be completed by the Company only when the calling party places the call by number, and no exception will be made, nor will the Customer be called to determine whether he/she wishes to receive the call, even though it appears that the calling party desires the connection because of an emergency.

The Company is not responsible for any claims made or liability arising from failure to receive calls because of this arrangement.

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.

D. Nonlisted Service

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

The Company is not responsible for any claims made or liability arising from failure to receive calls because of this arrangement.

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 nonlisted service.

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.8 Directory Listing Service (Cont'd)

5.8.3 Rates and Charges

	<u>Per Month</u>
Primary Listings	\$0.00
Additional Listings	\$0.75
Nonpublished Service	\$1.50
Nonlisted Service	\$1.00
Alternate Listings	\$0.75

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.9 Carrier Presubscription

5.9.1 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.

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.10 Toll Restriction Service

Provides for Exchange Access lines or trunks to be restricted from dialing billable toll calls. Directly dialed calls to 700/900 services and operator dialed calls billed to the line are not allowed. This arrangement does allow Calling Card calls, Collect calls, Third Number calls, and direct dialed calls to 911, Directory Assistance and Toll Free services. This service is available where facilities permit.

5.10.1 Rates

	<u>Rate</u>
Nonrecurring charge, per line	*
Monthly, per line	\$8.50

*For nonrecurring charges associated with Toll Restriction Service, see Section 5.1 of this tariff.

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Attachment C

Sample Legal Notice for Publication

To be published upon direction of Hearing Division.

**SAMPLE LEGAL NOTICE FOR RESOLD LOCAL EXCHANGE
TELECOMMUNICATIONS SERVICES**

**NOTICE OF APPLICATION FOR A CERTIFICATE OF
CONVENIENCE AND NECESSITY TO PROVIDE COMPETITIVE
RESOLD INTEREXCHANGE AND RESOLD AND FACILITIES-BASED LOCAL
EXCHANGE TELECOMMUNICATIONS SERVICES BY
BROADWEAVE NETWORKS OF ARIZONA, LLC**

Broadweave Networks of Arizona, LLC ("Applicant") has filed with the Arizona Corporation Commission ("Commission") an application for a Certificate of Convenience and Necessity ("Certificate") to provide competitive resold interexchange resold and facilities-based local exchange telecommunications services in the State of Arizona. Applicant will be required by the Commission to provide this service under the rates and charges and terms and conditions established by the Commission.

A.R.S. § 40-282 provides that the Commission may act on an application for a Certificate to provide resold and limited facilities-based telecommunications services without a hearing, or with a hearing, if one is requested by any party. Applicant or any other party must request a hearing within twenty (20) days of the date of this notice, or the Commission will rule on the application without a hearing.

The application, report of the Commission's Utilities Division Staff, and any written exceptions to the Staff report prepared by the applicant are available for inspection during regular business hours at the offices of the Commission located at 1200 West Washington Street, Phoenix, Arizona 85007, and at Applicant, 14870 South Pony Express Road, Bluffdale, Utah 84065.

Under appropriate circumstances, interested parties may intervene in the proceedings, and participate as a party. Intervention shall be in accordance with the A.A.C. R 14-3-105, except that all motions to intervene must be filed on or within twenty (20) days of the date of this notice. You may have the right to intervene in the proceedings, or you may make a statement for the record. If you have any comments, mail them to:

The Arizona Corporation Commission
Attention: Docket Control
Re: Broadweave Networks of Arizona, LLC
Docket No. To Be Assigned
1200 West Washington Street
Phoenix, Arizona 85007

All Comments should be received within twenty (20) days of the date of this notice.

If you have any questions about this application or have any objections to its approval, you may contact Consumer Services Section of the Commission at 1200 West Washington Street, Phoenix, Arizona 85007, or call 1-800-222-7000.

The Commission does not discriminate on the basis of disability in admission to its public meetings. Persons with a disability may request reasonable accommodations such as sign language interpreter, as well as request this document in an alternative format, by contacting Shelley Hood, ADA Coordinator, voice phone number (602) 542-3931, E-Mail shood@cc.state.az.us. Requests should be made as early as possible to allow time to arrange the accommodation.

Attachment E
Financials
[Confidential – Submitted Under Seal]

Exhibit 1

Key Management Bios

Broadweave has an experienced management team with exceptional depth in general management, sales, telecommunications and the contact center market in specific. Following are short biographical backgrounds on key members of Broadweave's board, management and technical team.

Management Team

Professional Biographies of Broadweave's Officers, Directors and Technical Personnel

Officer and Director

Steve Christensen

Mr. Christensen is the CEO and Chairman of the Board of Broadweave. Mr. Christensen started Broadweave with an All-Star Founding Team and, in 1999, won the first triple-play (voice, video, data) Fiber-To-The-Home (FTTH) contract with a "greenfield" master-planned community.

Under Mr. Christensen's direction, Broadweave built the first primary-line VoIP network, the first primary-line Ethernet network, the first primary-line voice, video, data over IP network, and the first completely standards-based FTTH network in the world. Advancing the industry forward since its inception, Mr. Christensen raised seed capital for the first Ethernet-based FTTH manufacturer.

While still attending law school, Mr. Christensen began his career at software maker, Novell, where he reported directly to the Chief Legal Counsel. His work then migrated from the legal group to the corporate development group, which tapped Novell's \$1 Billion in assets to invest in or acquire technologies and companies strategic to its vision.

Mr. Christensen is a graduate of BYU where he twice earned Academic All-Conference distinction and the Scholar Athlete Award. He and his wife Katherine have two children, Tyler and Talmage.

Directors

Fraser Bullock

Fraser Bullock is a Director of Broadweave. Mr. Bullock brings 25 years of experience from investment banking, venture capital, and corporate governance as Co-Founder of Bain Capital, President of the SLC 2002 Winter Olympics, and Co-Founder and Managing Partner of Sorenson Capital.

Mr. Bullock is a co-founder and a Managing Director of Sorenson Capital. Mr. Bullock was the President and CEO of the Salt Lake Organizing Committee for the Olympic Winter Games of 2002. He joined the Organizing Committee in May of 1999 and acted as its Chief Operating Officer until his appointment as President and CEO in April 2002. As COO, Mr. Bullock directed Games Operations, and as CFO, he played a key role in balancing the budget of \$1.31 billion for staging the Olympic and Paralympic Winter Games, ultimately generating a \$100 million profit. The Salt Lake Games are widely recognized as one of the most successful and best operated in history.

Mr. Bullock was an original Partner of Bain Capital from 1984 to 1986. Prior to his experience at Bain Capital, Mr. Bullock was employed by Bain & Company, initially as a consultant and later as a manager.

In 1996 Mr. Bullock founded Alpine Consolidated, LLC.

Robert Frankenberg

Robert Frankenberg is a Director of Broadweave. Mr. Frankenberg, a member of the high tech hall of fame, brings a wealth of experience to the Broadweave Board. Mr. Frankenberg has served in a variety of positions, including General Manager of Hewlett Packard's PC and Networking Business, CEO of Novell, Board Member of AOL/Time Warner and National Semiconductor.

Mr. Frankenberg served as Chairman of PowerQuest and led the company through acquisition by Symantec in 2004. Mr. Frankenberg is chairman of the board of Kinzan, and one of the company's founding members. He was chairman of Encanto Networks, Inc., an award-winning Internet small business services company.

Before joining Encanto Networks, he was the chairman and chief executive officer of Novell, Inc., where he led the company through a major strategy change, focusing the business on networking software.

Prior to his position at Novell, Frankenberg was vice president and general manager of Hewlett-Packard's Personal Information Products Group, responsible for the company's personal computer, PC server, networking, calculator, and consumer product lines. He joined Hewlett-Packard in 1969, was promoted to corporate vice president in 1990, and was made general manager of the Personal Information Products Group in 1991.

Mr. Frankenberg was appointed to the board of AOL/Time Warner where he served for four years. Mr. Frankenberg was on the board of AOL from 1995 to 1998 during its massive subscriber expansion, turning the company profitable. During that time, the company acquired the CompuServe customer base. Frankenberg serves on the board of directors of Daw Technologies, ElectroGlas, Metrix, National Semiconductor, PowerQuest, Scansoft, and Secure Computing. Frankenberg also serves on the advisory boards of the Sundance Film Festival and San Jose State University and is a member of the board of trustees of Westminster College.

Mr. Frankenberg holds a bachelor's degree in computer engineering from San Jose State University and is an SEP graduate of Stanford's Graduate School of Business. His most recent accomplishment is being inducted into the Engineering Hall of Fame, November 2000.

Ty Mattingly

Ty Mattingly is a Director of Broadweave. Mr. Mattingly understands software and systems integration, bringing to Broadweave an experienced grasp of the processes and time involved in bringing systems and services online. Mr. Mattingly was Co-Founder and Executive Vice President of SBI and Company which was sold for 160 million in 2004. At SBI, Mr. Mattingly was responsible for the development of corporate acquisitions and strategic relationships with SBI's industry partners.

Prior to the co-founding of SBI and Company, Mr. Mattingly was the Co-Founder and Senior Vice-President of Sales and Business Development for Novonyx which was later acquired by Novell.

Before co-founding Novonyx, Mr. Mattingly worked at Novell and served in a variety of executive and senior management positions, including Executive Director of the Office of the Chairman and Vice President of Strategic Relations. As Vice-President of Strategic Relations, Mr. Mattingly was responsible for Novell's most important business relationships and key alliances. Prior to working at Novell, Mr. Mattingly served for 5 years in a variety of marketing roles with IBM.

Mr. Mattingly graduated from the College of Engineering at Brigham Young University where he was a member of the 1984 NCAA National Championship Football Team and an Academic All-American.

Technical Personnel

Jason Cowdell, Sales, Support, and Plant Operations

Mr. Cowdell manages Developer relations, plant construction, and plant support at Broadweave.

Mr. Cowdell brings to Broadweave over 15 years of experience in telecom infrastructure contracting with local and national customers. For 8 years prior to joining Broadweave, Mr. Cowdell managed the sales and engineering division at Federal Communications, where he managed local and national project rollouts for clients including Fidelity Investments, XO Communications, McLeod USA, PacifiCorp Power and Modus Media. Mr. Cowdell started his career in project management and plant construction before moving to sales and engineering positions.

Mark Horstmeier, Senior Back Office Systems Engineer

Mr. Horstmeier manages back-office systems, video headend systems, and Satellite Systems at Broadweave.

Prior to joining Broadweave, Mark worked as a senior systems engineer at Excite, formerly iMall. His initial work was writing an early generation ad server for e-commerce. Later, Mark helped architect and build a first generation J2EE application for e-commerce store generation and aggregation. As application servers advanced, he led the creation of a new e-commerce application that supported 60,000 web store fronts. Prior to Excite, Mark worked at Viewpoint Datalabs with high-end Unix graphical workstations and servers, supporting 3-D modeling for commercials and movies. Movies that Mark worked on include: Frighteners, Synchronicity, Godzilla, From Dusk Til Dawn, Batman and Robin, and Antz. Mark's first IT job was with Univel, a Novel subsidiary, internationalizing the Intel-based UnixWare workgroup product.

Kip Carman, Senior Network Engineer

Kip Carman manages network engineering, network operations, and VoIP services at Broadweave. Prior to joining Broadweave, he began his career working for Cisco Technical Assistance Center (TAC) from 2000 until June of 2004. While at Cisco, he became an expert in ISDN BRI/PRI, Routing technologies, Tacacs/Radius Security, Access technologies and Cisco AVVID VoIP. Mr. Carman is a CCNA, CCNP, and is working toward his CCIE. Recognizing that VoIP was an evolving technology, Mr. Carman is now certified as a Cisco IP Telephony Specialist.

Jeremy Busk, Senior Systems Engineer

Jeremy Busk manages systems engineering, back-office operations, and systems support at Broadweave.

Mr. Busk joins Broadweave Networks with a deep knowledge of large computing environments. Jeremy's experience spans multiple architectures, supporting tens of thousands of customers worldwide in various network and computing environments. This experience has given him an expansive knowledge of information architectures. Before joining Broadweave, Jeremy spent 5 years working for Defense Information Systems Agency (DISA). He served in the Networking Group as the Firewall team leader and as a Senior Network Administrator. He also spent time enforcing security on Microsoft Windows and Unix Servers as an Information Systems Security Officer/Information Assurance Officer. He holds an active Top Secret security clearance.

Jon Webb, Senior Network Engineer

Jon Webb manages network support, technical support, employee training and education, and wireless networks at Broadweave.

Jon's experience in Networking and Network Services began as a Nortel Networks Design Engineer and Support Specialist. Prior to this, Jon worked at Alcatel where he designed benchmark tests for layer 3 switching backbone equipment. While at Alcatel, Jon earned his Design Engineer certifications and was one of the engineers responsible for designing the internal routing functionality of the core switches. Jon also helped design many of Alcatel's core testing methodologies for Routing, QoS, and Access Control Lists. Jon has a wealth of wireless implementation design and maintenance experience. Jon engineered, tested, and proved VoIP over WiFi and WiMAX at Broadweave and has been instrumental in the development of Broadweave's wireless strategies.

Exhibit 2

Description of Company and Services

Broadweave deploys fiber-to-the-subscriber (FTTS) networks in new cities known as "Greenfield" communities and delivers over those networks its suite of telephone, TV, and broadband Internet Access services under the brand "Triple-Weave" services. In 1999, Broadweave became the first service provider to reach a full-service FTTH contract with a Greenfield-planned community and is now the first company to deploy primary-line VoIP (Voice over IP); the first to deploy primary-line Ethernet; and the first carrier to deploy primary line voice, video and data over a single IP connection to the subscriber.

Broadweave currently provides Triple-Weave services in Utah pursuant to authority granted by the Utah Public Service Commission. Broadweave is in the process of seeking authority to provide Triple-Weave services, which includes both local and long distance telecommunications services, in Arizona, California, Nevada, New Mexico and Texas.

By this Application, Broadweave seeks authority to provide resold and facilities-based competitive local exchange and intraLATA and interLATA toll telecommunications services in the state of Arizona. Broadweave seeks authority to provide these services throughout the state, or to the extent its facilities and/or those of its underlying carriers permit. Broadweave also seeks facilities-based authority to facilitate future growth through the use of leased unbundled network elements of incumbent local exchange carriers, including Qwest.

Broadweave utilizes next-generation infrastructure to deliver 21st century services and applications over optical last-mile networks that reach the highest levels of performance and reliability. Broadweave eliminates bandwidth bottlenecks by constructing state-of-the-art networks that are free of old-world congestion. Carriers typically only build fiber to a node within the city or

neighborhood, but Broadweave extends its fiber-optic networks all the way to the customer's premise. Broadweave's networks reach speeds up to 1,000 times the speed of copper networks, supporting last-mile Ethernet connectivity up to 10 Gbps and TDM connectivity up to OC-48. As important, Broadweave's optical networks scale to support virtually unlimited bandwidth and services.

The benefits of Metro Ethernet not only include multiple converged services over a single high-performance connection; it also means that these services are delivered over a single protocol (IP/Ethernet) from Broadweave's office to your desktop. By extending Ethernet technologies across both the WAN and LAN, Broadweave customers can leverage the cost savings associated with Ethernet equipment and Ethernet-aware personnel.

Broadweave backs its fiber-optic infrastructure with Mean-Time-To-Restore (MTTR) commitments in the event that a fiber is cut or damaged. If Broadweave does not repair damaged fiber within 24 hours, Broadweave will issue a credit for the affected period of downtime.

Customer traffic can burst above committed or purchased bandwidth levels to accommodate dynamic usage and flexibility. Broadweave also provides customers immediate access to bandwidth when they need it. Customers can order bandwidth by the slice in increments from 1 Kbps to 1 Gbps. Total flexibility also means that Broadweave's networks can scale to accommodate multiple services over a single fiber optic connection.

Broadweave's high-capacity optical networks deliver the bandwidth and service quality necessary to support converged voice, video, and data traffic over a single connection to the user. Broadweave's networks support the following voice, video, and data applications: telephone, TV, Internet, movies on demand, online gaming, home security, unified communications, and many more.

Broadweave intends to provide service to residential and business customers. Broadweave's residential service offerings may include some or all of the following, both individually (a la carte) and in bundled packages:

- Primary and secondary line local exchange line service
- Intra and InterLATA local long distance service
- InterLATA and international long distance service
- Vertical features, including: Voicemail, Caller ID, Call Transfer, Call Forward, 3-way calling, Speed Dial and more.

Broadweave's business service offering may include some or all of the following, both individually (a la carte) and in bundled packages:

- All services available to residential customers, listed above, are available to business customers
- Managed and Hosted services tailored to a specific business customer's size and demands

RESIDENTIAL SERVICE OFFERINGS

BASIC TELEPHONE SERVICE

Primary-Line Local Telephone Service and the Lowest Price Long Distance

3 cents per minute interstate
4 cents per minute intrastate

E-911 with power backup

Includes 10 Standard Features: Voicemail, Voicemail in email, Voice Message Call Back, Caller ID, Call Waiting, Call Transfer, Call Forward No Answer, Call Forward Busy, Caller ID with Calling Name Display, 3-way calling, Anonymous Call Rejection, Speed Dial 8, Calling Line ID Blocking, Calling Line ID

UNLIMITED CALLING

Primary-Line Local Telephone Service and the Lowest Price Long Distance

Unlimited Long Distance

E-911 with power backup

Includes 10 Standard Features: Voicemail, Voicemail in email, Voice Message Call Back, Caller ID, Call Waiting, Call Transfer, Call Forward No Answer, Call Forward Busy, Caller ID with Calling Name Display, 3-way calling, Anonymous Call Rejection, Speed Dial 8, Calling Line ID Blocking, Calling Line ID

SMALL OFFICE TOOLS

Primary-Line Local Telephone Service and the Lowest Price Long Distance

3 cents per minute interstate
4 cents per minute intrastate

E-911 with power backup

Includes 10 Standard Features: Voicemail, Voicemail in email, Voice Message Call Back, Caller ID, Call Waiting, Call Transfer, Call Forward No Answer, Call Forward Busy, Caller ID with Calling Name Display, 3-way calling, Anonymous Call Rejection, Speed Dial 8, Calling Line ID Blocking, Calling Line ID

Broadweave Small Office Tools. Includes all the features included in the Basic Package, plus Selective Acceptance, Selective Rejection, Telephone Web Portal, Outlook Integration (Syncs Outlook with web portal), Phone Log—Calls Received, Phone Log—Calls Missed, Phone Log—Calls Made, Click to Call from Contacts, Click to Call from Call Log (calls missed, received, made), Remote Office. Small Office Tools also includes 3 cents per minute long distance or upgrade to unlimited local and long distance calling for one low price.

BUSINESS SERVICE OFFERINGS

MANAGED VOICE	HOSTED VOICE	HOSTED ENTERPRISE VOICE
Ideal for companies of up to 10 employees	Ideal for companies of 10 to 50 employees	Ideal for companies of 50 to 250 employees
Managed Telephone System: Broadweave manages your telephone system, including moves, adds, & changes. For companies with limited personnel	Hosted Telephone System: 5 administrator accounts to easily manage telephone system through Telephone Web Portal. Web Portal can be branded with company's name.	Hosted Telephone System: 5 administrator accounts to easily manage telephone system through Telephone Web Portal. Web Portal can be branded with company's name.
Integrated Voice and Data Options	Integrated Voice and Data Options	Integrated Voice and Data Options
Primary-Line Local Telephone Service and the Lowest Price Long Distance	Primary-Line Local and Long Distance Telephone Service for one low price	Primary-Line Local Telephone Service and the Lowest Price Long Distance
3 cents per minute interstate 4 cents per minute intrastate	3 cents per minute interstate 4 cents per minute intrastate	3 cents per minute interstate 4 cents per minute intrastate
E-911 with power backup	E-911 with power backup	E-911 with power backup
Link Multiple Branch Locations for extension dialing and to reduce long distance bill	Link Multiple Branch Locations for extension dialing and to reduce long distance bill	Link Multiple Branch Locations for extension dialing and to reduce long distance bill
Includes 10 Standard Features: Voicemail, Voicemail in email, Voice Message Call Back, Caller ID, Call Waiting, Call Transfer, Call Forward No Answer, Call Forward Busy, Caller ID with Calling Name Display, 3-way calling, Anonymous Call Rejection, Speed Dial 8, Calling Line ID Blocking, Calling Line ID Blocking Per Call	Includes 10 Standard Features: Voicemail, Voicemail in email, Voice Message Call Back, Caller ID, Call Waiting, Call Transfer, Call Forward No Answer, Call Forward Busy, Caller ID with Calling Name Display, 3-way calling, Anonymous Call Rejection, Speed Dial 8, Calling Line ID Blocking, Calling Line ID Blocking Per Call	Includes 10 Standard Features: Voicemail, Voicemail in email, Voice Message Call Back, Caller ID, Call Waiting, Call Transfer, Call Forward No Answer, Call Forward Busy, Caller ID with Calling Name Display, 3-way calling, Anonymous Call Rejection, Speed Dial 8, Calling Line ID Blocking, Calling Line ID Blocking Per Call
*****	Includes 7 Enterprise Tools. Includes all the features included in the Basic Package, plus Administrator accounts, company-branded web portal, Unified Communications, find me/follow me, Selective Acceptance, Selective Rejection, Telephone Web Portal, Outlook Integration (Syncs Outlook with web portal), Phone Log—Calls Received, Phone Log—Calls Missed, Phone Log—Calls Made, Click to Call from Contacts, Click to Call from Call Log (calls missed, received, made), Remote Office, Call Transfer with 3-way consultation, 4-way calling, Conference Call with web portal set up, Cancel Call Waiting, Cancel Call Waiting per call, Call Pickup, Call Park, Call Intercept, Consultation Hold, Direct Inward/Outward Dialing, Extension Dialing, Phone List—Group, Phone List—Personal, Phone List—Call Log, and many more features listed in the Enterprise Features Description.	Includes ALL Enterprise Tools. Includes all the features included in the Basic Package, plus Administrator accounts, company-branded web portal, Unified Communications, find me/follow me, Selective Acceptance, Selective Rejection, Telephone Web Portal, Outlook Integration (Syncs Outlook with web portal), Phone Log—Calls Received, Phone Log—Calls Missed, Phone Log—Calls Made, Click to Call from Contacts, Click to Call from Call Log (calls missed, received, made), Remote Office, Call Transfer with 3-way consultation, 4-way calling, Conference Call with web portal set up, Cancel Call Waiting, Cancel Call Waiting per call, Call Pickup, Call Park, Call Intercept, Consultation Hold, Direct Inward/Outward Dialing, Extension Dialing, Phone List—Group, Phone List—Personal, Phone List—Call Log, and many more features listed in the Enterprise Features Description.
	Click below to learn more about these features.	Click below to learn more about these features.

ORIGINAL NEW APPLICATION



0000067306

DOCKET NO. W-01717A-07-_____

SERVICE LINE AND METER
INSTALLATION CHARGES

W-01717A-07-0114

If the cost to install a water service line is more than the amount authorized by the ACC, due to costs incurred by the utility for opening an existing road, the customer is responsible for paying the actual costs incurred by the utility for opening the road.

Arizona Corporation Commission

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FEB 22 2007

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Sprint ORIGINAL NEW APPLICATION

Together with NEXTEL

Sprint Nextel
6450 Sprint Parkway
KSOPHN0212-2A372
Overland Park, Kansas 66251
Office: (913) 315-9342 Fax: (913) 523-7730



0000067307

M
S
E-mail: martha.wilindez@sprint.com

February 21, 2007

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

T-02432A-07-0115

RE: Docket Number T-02432B-06

Attached for filing please find an original and thirteen (13) copies of revisions to Sprint Communication Company L.P. (Sprint) Arizona Tariff C.C. No. 2.

This filing removes the reference to mobile phone service, Single Source Solutions and Wholesale Communications services from this retail end user services tariff.

Sprint respectfully requests an effective date of February 23, 2007.

If you have any questions or need additional information regarding this filing, please call me.

Sincerely,


Martha Wilindez

Attachments
AZ 07-02

Arizona Corporation Commission
DOCKETED

FEB 22 2007

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INTERCITY TELECOMMUNICATIONS SERVICES

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02-21-07State Tariffs
6450 Sprint Parkway
Overland Park, Kansas 66251**EFFECTIVE:**
02-23-07

INTERCITY TELECOMMUNICATIONS SERVICES

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INTERCITY TELECOMMUNICATIONS SERVICES

3. TERMS AND CONDITIONS (continued)3.1 Definitions (continued)Qualified Residential

Business customer's employees, listed in the product section herein as qualified residential, may subscribe to the business customer's service for satellite locations (e.g., from home). The satellite locations will receive the customer's applicable underlying business rates as defined in this tariff. The usage of the business customer's employees' services will be invoiced to the business customer and the business customer will be financially responsible for payment of such employees' usage.

Rate Center

The term "Rate Center" denotes a geographically specified point used to determine mileage dependent rates.

Rate Periods

Rate periods are applicable as indicated in Section 3.14.

Real Solutions

The term "Real Solutions" denotes a packaged telecommunications service of voice and data services with switched and dedicated access facilities.

Regular Billing

The term "Regular Billing" denotes a standard billing invoice sent in the normal billing cycle. This billing consists of one bill for each account assigned to the subscriber, or, in the case of PRIVATE LINE Service, one bill for each subscriber together with explanatory detail showing the derivation of the charges.

The Company employees and customers of some services who have monthly service charges and/or usage that nets to \$0 will not be mailed a paper invoice. Invoice information for these services can be accessed via the Internet or by calling Customer Service.

Regular Voice Grade Facility

The term "Regular Voice Grade Facility" denotes a communications channel with a bandwidth of approximately 2,700 (300 to 3,000) Hertz.

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INTERCITY TELECOMMUNICATIONS SERVICES

3. TERMS AND CONDITIONS (continued)

3.5 Minimum Service Period

.5 Reserved For Future Use (C)

(D)

(D)

.6 Reserved for Future Use

.7 Reserved for Future Use

.8 Reserved for Future Use

.9 Reserved for Future Use

INTERCITY TELECOMMUNICATIONS SERVICES

3. TERMS AND CONDITIONS (continued)3.8 Payment of Charges

- .1 MTS, Sprint WATS, Sprint 800 Service, Sprint Clarity, 800 Premiere, SDS Premiere, Real Solutions Business Sense, Residential Toll Free Service, and Sprint Business Flex. (C)

.2 Billed Charges

For billing of fixed charges, service is considered to be established upon the day in which the Company notifies the subscriber of installation and testing of the subscriber's service. For miscellaneous services subscribers will not be billed for the monthly recurring charges during the month subscriber's service commences.

Charges will be billed monthly in arrears and are due upon receipt. Subscriber will be billed for all usage accrued beginning immediately upon access to the service. For the purpose of computing charges, a month is considered to consist of 30 days. A subscriber delinquent for more than 30 days may have service terminated with notice pursuant to Section 3.11 and in accordance with the Arizona Corporation Rule R14-2-509(C).

Beginning with invoices issued after September 1, 1999, residential subscribers billed directly by the Company may be assessed a late fee of 1.5% on payments not received within 30 days from the invoice date, where capabilities exist. The late fee will be applied to the entire unpaid balance of the customer's monthly invoice, including taxes. The late fee will not be applied to any disputed portion of the unpaid balance if the dispute is resolved in the customer's favor. A late fee of 1.5% is not applicable to subsequent rebilling of any amount to which a late fee has already been applied. Late charges are to be applied without discrimination.

Beginning with invoices issued after June 1, 2000, business subscribers billed directly by the Company may be assessed a late fee of 1.5% on payments not received within 30 days from the invoice date, where capabilities exist. The late fee will be applied to the entire unpaid balance of the customer's monthly invoice, including taxes. The late fee will not be applied to any disputed portion of the unpaid balance if the dispute is resolved in the customer's favor. A late fee of 1.5% is not applicable to subsequent rebilling of any amount to which a late fee has already been applied. Late charges are to be applied without discrimination.

Subscribers billed by local exchange telephone companies on behalf of the Company are responsible for any late payment charges that the local exchange telephone companies may employ in their billing process.

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INTERCITY TELECOMMUNICATIONS SERVICES

3. TERMS AND CONDITIONS (continued)

3.8 Payment of Charges

- .1 MTS, Sprint WATS, Sprint 800 Service, Sprint Clarity, 800 Premiere, SDS Premiere, Real Solutions, Business Sense and Sprint Business Flex.

(C)

(D)

(D)

For miscellaneous services subscribers will not be billed for the monthly recurring charges during the month subscriber's service commences. The Company will cease billing the Special Access Surcharge upon receipt of an exemption certificate. The Company will provide Reseller's with a call detail media containing the service usage of the Reseller's Resale End Users. The Company may, at its option, and without liability to Reseller, modify the format of the call detail media following 30 days written notice to the Reseller.

- .2 PRIVATE LINE Service

For billing of fixed charges, service is considered to be established on the day following the day on which the Company notified the subscriber of completion of installation and testing of the Company's channels and equipment.

All recurring charges which are determinable in advance, including minimum charges, may be billed a month in advance of service (e.g., bills generated in January will cover the month of February) or in the current month and reflect the rates in effect as of the date of the invoice. Installation and other non-recurring charges are payable upon demand by the Company.

- .3 Return Check Fee

A charge of ten dollars (\$10.00) or applicable state return check charge, whichever is less, will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

INTERCITY TELECOMMUNICATIONS SERVICES

3. TERMS AND CONDITIONS (continued)

3.12 Disconnection of Service

By giving advance verbal or written notice, subscriber may disconnect MTS service at any time following the one month (30 days) minimum service requirement.

The Company will have up to 30 days to complete disconnect. Subscriber will be responsible for all charges for 30 days or until disconnect is effected, whichever is sooner. This 30-day period will begin on the day of receipt of notice from the subscriber.

- .1 Sprint WATS, Sprint 800 Service, Sprint Clarity, 800 Premiere, SDS Premiere, Real Solutions, Business Sense, Residential Toll Free Service and Sprint Business Flex (C)

By giving written notice, subscriber may disconnect at any time following the one month (30 days) minimum service requirement (or commitment term for Real Solutions and Business Sense) described in Section 3.5. (C)

Written notification to the Company will be required 30 days prior to the disconnection of service. Subscriber will be responsible for all charges for 30 days or until disconnect is effected, whichever is sooner.

.2 PRIVATE LINE Service

.1 MONTHLY LEASED LINE Service

Subscriber may disconnect MONTHLY LEASED LINE Service at any time following the one month (30 days) minimum service requirement described in Section 3.5. Written notification to the Company will be required 30 days prior to the disconnect of MONTHLY LEASED LINE services.

INTERCITY TELECOMMUNICATIONS SERVICES

3. TERMS AND CONDITIONS (continued)

3.14 Service Hours/Rate Periods

.1 Service Hours

Service is available 24 hours a day, seven days a week.

.2 Rate Periods

Calls that begin in one rate period and terminate in another rate period will be prorated accordingly.

- .1 The following rate periods are applicable to Business MTS, FÖNCARD and Operator Services calls placed by a business customer. The rate periods also apply to WATS (excluding Switched Hospitality Connection & Hospitality Connection Plus), 800 Service, REAL TIME and Toll Free Access Collect calls. (C)

The beginning rate period for outbound calls is determined by the time at the point of origination and at the point of termination for inbound calls (800 Service).

	Mon	Tues	Wed	Thu	Fri	Sat	Sun
8:00 AM to 5:00 PM*	Day Rate Period						
5:00 PM to 11:00 PM*	Evening Rate Period						Eve. Rate Period
11:00 PM to 8:00 AM*	Night/Weekend Rate Period						

* To but not including

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INTERCITY TELECOMMUNICATIONS SERVICES

4. SERVICE AND RATE DESCRIPTION (continued)4.1 Message Telecommunications Service (continued).2 Optional Calling Plans (continued).6 Sprint Unlimited**

Sprint Unlimited is a flat rated Dial 1, Operator Service and FÖNCARD service available to residential customers. Customers are able to make unlimited interstate and intrastate Dial 1 calls during the weekend rate period.

Sprint Unlimited is not available to those residential customers whose home phone line is classified as a "business", "public" or "semi-public" line. The subscriber may not have more than *one phone line per account, one Sprint Unlimited account per household associated with this account. In addition: 1) subscriber must have an individual residential phone line service from the Local Exchange Company or mobile service provider; 2) subscriber's phone line may not be in housing associated with educational institutions, and 3) subscriber may not use this service for commercial use or for connection to the Internet or for other data services. The unlimited Dial 1 weekend usage does not include usage from multi-party conference calls, calls to 900 NPAs, or calls to Directory Assistance. If Sprint determines the service is not being used for individual residential service, or in any other way violates the restrictions of this service, Sprint may withdraw the subscriber's eligibility for this product. A Monthly Recurring Charge is applicable. Sprint Unlimited is an add-on to Sprint's interstate offering and is available only to associated locations. (C)

* Applicable to customer who sign up for service on or after March 13, 1999.

** Effective August 28, 1999, Sprint Unlimited will no longer be available to new customers.

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INTERCITY TELECOMMUNICATIONS SERVICES

4. SERVICE AND RATE DESCRIPTION (continued)4.1 Message Telecommunications Service (continued).2 Optional Calling Plans (continued).8 Sprint 1000 Services #

Sprint 1000 Services is not available to those residential customers whose home phone line is classified as a "business", "public" or "semi-public" line. The subscriber's account may not have more than one residential phone line associated with subscriber's account and each household is limited to one Sprint 1000 Service account. Customers must subscribe to Sprint 1000 Services for outbound Dial-1 service. In addition, (1) the subscriber must have individual residential phone line service from the local exchange company or mobile service provider presubscribed to Sprint for interstate and intrastate long distance; (2) the subscriber's phone line may not be in housing associated with educational institutions; and (3) the subscriber may not use this service for commercial use, for connection to the Internet, for other data services, (including facsimile transmissions) or for any other use that does not involve a person-to-person conversation or voice message. The 1000 minutes per month of free Dial-1 and toll free* weekend usage does not include usage from multi-party conference calls, calls to 900 NPAs, or calls to Directory Assistance. If Sprint determines that the service is not being used for individual residential service, or in any other way violates the restrictions of this service, Sprint may suspend or terminate the subscriber's service. A Monthly Recurring Charge is applicable. Sprint 1000 Services are an add-on to Sprint's interstate offering and is available only to associated locations. (C)

.1 Sprint 1000 Weekends Option A**

Sprint 1000 Weekends Option A is a residential flat-rated Dial-1, operator service, FÖNCARD and toll free* service which offers 1000 minutes per month of interstate and intrastate Dial-1 and toll free* calling at no cost during the weekend time-of- day calling period for a monthly recurring charge.

* Effective April 26, 2000, Sprint 1000 Weekend Option A Toll Free service will no longer be available for new customers.

** Effective November 26, 2000, Sprint 1000 Weekends Option A will no longer be available to new customers, except for previous Sprint Unlimited customers.

Effective October 1, 2006, Sprint 1000 Services will no longer be available to new customers.

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INTERCITY TELECOMMUNICATIONS SERVICES

4. SERVICE AND RATE DESCRIPTION (continued)4.2 Sprint WATS

Sprint WATS has the following options: Sprint ADVANCED WATS, Ultra WATS,
Dial 1 WATS, Dial 1 WATS ADVANTAGE, Hospitality Connection*, and (C)
Hospitality Connection 2000*. (C)

When the subscriber orders the Sprint ADVANCED WATS option and obtains the required dedicated access facility, traffic originates and enters the network via this dedicated facility. Subscriber traffic traverses the network and terminates via shared off-network access lines. This configuration of service is restricted to one-way calling only (i.e., calls may be originated from but not terminated to the subscriber location via the dedicated access facility). If the subscriber requires both inward and outward service, the subscriber must order another service option in addition to or in place of this configuration.

Subscribers may originate Sprint ADVANCED WATS from the originating locations referenced in Section 2 and may terminate calls in all locations within the State of Arizona.

Dial 1 WATS subscribers enter the network via normal shared use Feature Group D circuits and terminate via normal shared use facilities. Dial 1 WATS is available at the locations described in Section 2 where equal access service is available and may terminate calls in all locations within the State of Arizona.

Ultra WATS calls are originated via dedicated facilities between the subscriber's premises and Sprint's POP in the originating city and are terminated via normal shared use facilities. Subscribers may originate Ultra WATS from the originated locations referenced to in Section 2 and may terminated calls in all locations within the State of Arizona.

Dial 1 WATS ADVANTAGE calls are originated in equal access areas via Feature Group D (FGD) connections and are terminated via normal shared use facilities. Service is available on a single or multi-locations basis. Subscribers receive a FÖNCARD ADVANTAGE calling card to place calls when away from their primary service location. Charges for Dial 1 WATS ADVANTAGE are based on duration of the call and rate period when the call originated. Dial 1 WATS ADVANTAGE and FÖNCARD ADVANTAGE usage is aggregated from all locations for purposes of applying volume discounts.

(Effective February 20, 1995, Sprint Advanced WATS will no longer be available to new subscribers.)
(Effective June 15, 1995, Dial 1 WATS, Dial 1 WATS ADVANTAGE, and Ultra WATS will no longer be available to new subscribers.)

* Effective May 27, 2000, Hospitality Connection will no longer be available to new subscribers.

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4. SERVICE AND RATE DESCRIPTION (continued)

4.2 Sprint WATS (continued)

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INTERCITY TELECOMMUNICATIONS SERVICES

4. SERVICE AND RATE DESCRIPTION (continued)

4.11 Reserved For Future Use

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INTERCITY TELECOMMUNICATIONS SERVICES

4. SERVICE AND RATE DESCRIPTION (continued)

4.11 Reserved For Future Use (continued)

(C)

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INTERCITY TELECOMMUNICATIONS SERVICES

5. RATES (continued)5.1 Message Telecommunications Service (continued).2 Optional Calling Plans.4 Sprint Unlimited**

All Sprint Unlimited calls are billed in 60 second increments with each fractional minute being rounded up to the next full minute.

.1 Dial 1 Usage Rate

	<u>Minimum</u>	<u>Maximum</u>
Rate Per Minute*	\$0.00	\$1.00

* Cost for this service is combined with the MRC charge listed below

.2 FONCARD Usage Rate

	<u>Minimum</u>	<u>Maximum</u>
Rate Per Minute*	\$0.00	\$1.00

* Cost for this service is combined with the MRC charge listed below

.3 Operator Services Usage Rates

Operator assisted calls will be charged applicable surcharge as set forth in Rate Schedule 5.3.1, addition to the usage below.

	<u>Minimum</u>	<u>Maximum</u>
Rate Per Minute*	\$0.00	\$1.00

* Cost for this service is combined with the MRC charge listed below

.4 Monthly Recurring Charge (MRC)

A Monthly Recurring Charge will apply each month or partial month per account. The MRC will be billed in advance of service, except for the initial month (or fraction thereof). The MRC for the initial month (or fraction thereof) will be billed on the customer's first invoice. Specifically, the first bill the customer receives will include a MRC for the first month (or a pro-rated MRC for a partial month) plus the MRC for the next month's service. There will be no proration of this charge for a partial month's service when a customer cancels service. (C)

	<u>Minimum</u>	<u>Maximum</u>
Per Month	\$10.00	\$ 75.00

** Effective August 28, 1999, Sprint Unlimited will no longer be available to new customers.

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INTERCITY TELECOMMUNICATIONS SERVICES

5. RATES (continued)

5.11 Reserved For Future Use

(C)

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INTERCITY TELECOMMUNICATIONS SERVICES

5. RATES (continued)

5.11 Reserved For Future Use (continued)

(C)

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INTERCITY TELECOMMUNICATIONS SERVICES

5. RATES (continued)

5.11 Reserved For Future Use (continued)

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(D)

INTERCITY TELECOMMUNICATIONS SERVICES

RATE SCHEDULE1. Message Telecommunications Service (continued).2 Optional Calling Plans (continued).4 Sprint Unlimited **

All Sprint Unlimited calls are billed in 60 second increments with each fractional minute being rounded up to the next full minute.

.1 Dial 1 Usage Rate – Rate Per Minute

Monday-Friday (12:00am-11:59pm)	\$.10
Saturday-Sunday (12:00 am – 11:59pm)	\$.00

.2 FÖNCARD Usage Rate – Rate Per Minute

Monday- Sunday	\$.40
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.3 Operator Services Usage Rates – Rate Per Minute

Operator assisted calls will be charged usage rates set forth in Rate Schedule 5.3.2 and the applicable connection fees as set forth in Rate Schedule 5.3.1.

Monday- Sunday	\$.55
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.4 Monthly Recurring Charge (MRC)

A Monthly Recurring Charge will apply each month or partial month per account. The MRC will be billed in advance of service, except for the initial month (or fraction thereof). The MRC for the initial month (or fraction thereof) will be billed on the customer's first invoice. Specifically, the first bill the customer receives will include a MRC for the first month (or a pro-rated MRC for a partial month) plus the MRC for the next month's service. There will be no proration of this charge for a partial month's service when a customer cancels service. (C)

Per Month	\$30.00
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** Effective August 28, 1999, Sprint Unlimited will no longer be available to new customers.

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INTERCITY TELECOMMUNICATIONS SERVICES

RATE SCHEDULE

1. Message Telecommunications Service (continued)

.2 Optional Calling Plans (continued)

.6 Sprint 1000 Services # (continued)

.1 Sprint 1000 Weekend Option A * (continued)

.5 Monthly Recurring Charge (MRC)

A Monthly Recurring Charge will apply for each month or each partial month per account. The MRC will be billed in advance of service, except for the initial month (or fraction thereof). The MRC for the initial month (or fraction thereof) will be billed on the customer's first invoice. Specifically, the first bill the customer receives will include a MRC for the first month (or a pro-rated MRC for a partial month) plus the MRC for the next month's service. (C)
There will be no proration of this charge for a partial month's service when a customer cancels service. (C)

Per Month \$26.00

* Effective November 26, 2000, Sprint 1000 Weekends Option A will no longer be available for new customers, except for previous Sprint Unlimited customers.

Effective October 1, 2006, Sprint 1000 Services will no longer be available to new customers.

INTERCITY TELECOMMUNICATIONS SERVICES

RATE SCHEDULE

1. Message Telecommunications Service (continued)
- .2 Optional Calling Plans (continued)
- .6 Sprint 1000 Services # (continued)
- .3 Sprint 1000 Nights Option A (continued)
- .4 Monthly Recurring Charge (MRC)

A Monthly Recurring Charge will apply for each month or each partial month per account. The MRC will be billed in advance of service, except for the initial month (or fraction thereof). The MRC for the initial month (or fraction thereof) will be billed on the customer's first invoice. Specifically, the first bill the customer receives will include a MRC for the first month (or a pro-rated MRC for a partial month) plus the MRC for the next month's service. (C)
There will be no proration of this charge for a partial month's service when a customer cancels service. (C)

Per Month \$36.00

Effective October 1, 2006, Sprint 1000 Services will no longer be available to new customers.

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INTERCITY TELECOMMUNICATIONS SERVICES

RATE SCHEDULE

2. Sprint WATS (continued)

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INTERCITY TELECOMMUNICATIONS SERVICES

RATE SCHEDULE

11. Reserved For Future Use

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(D)

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INTERCITY TELECOMMUNICATIONS SERVICES

RATE SCHEDULE

11. Reserved For Future Use (continued)

(C)

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(D)

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INTERCITY TELECOMMUNICATIONS SERVICES

RATE SCHEDULE

11. Reserved For Future Use (continued)

(C)

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(D)

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