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Arizona Corporation Commission
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**RE: Time Warner Telecom of Arizona LLC
Tariff Revision for Arizona C.C. Tariff No. 4**

Dear Sir/Madam: *T-04113A-07-0205 T-03943A-07-0205
T-04112A-07-0205*

Please find the original and thirteen (13) copies of revised tariff pages submitted on behalf of Time Warner Telecom of Arizona LLC. This filing incorporates and cancels Arizona Tariff No. 1 of Xspedius Management Co. of Pima County, LLC d/b/a Xspedius Communications as a result of the merger of Time Warner Telecom of Arizona LLC and Xspedius Management Co., Decision No. 70057, and per Staff's request. This revision grandfathers the products contained in Xspedius' access tariff. The title page, check sheet and table of contents have been updated to reflect the inclusion of the grandfathered products.

The Company respectfully requests these tariff revisions to become effective March 1, 2008. The following tariff pages are included with this filing:

- | | |
|-------------------------------------|---|
| 1 st Revised Title Sheet | Cancels Xspedius Management Co. of Pima County, LLC d/b/a Xspedius Communications AZ Tariff No. 1 in its entirety |
| 5 th Revised Sheet 1 | Updates Check Sheet |
| 1 st Revised Sheet 2 | Updates Table of Contents |
| Original Sheets 70.1 - 70.28 | Grandfathers Xspedius Services |

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

Any questions you may have regarding this filing may be directed to my attention at (407) 740-3002 or via e-mail to cwightman@tminc.com. Thank you for your assistance.

Sincerely,

Connie Wightman, Consultant to
Time Warner Telecom of Arizona LLC

CW/bc

Enclosures

- cc: Tammy Chatfield, Time Warner Telecom
- cc: Lyndall Nipps, Time Warner Telecom
- file: TWTel - AZ - Access
- tms: AZa0802

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Effective with this revision, this Tariff incorporates and cancels Arizona Access Tariff No. 1 of Xspedius Management Co. of Pima County, LLC d/b/a Xspedius Communications in its entirety and grandfathers the Xspedius products herein.

(T)
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(T)

ACCESS SERVICE

General Rules and Regulations and Terms and Conditions

for

Access Service

Provided by

TIME WARNER TELECOM OF ARIZONA LLC

(T)

This Access Tariff contains the descriptions, regulations, service standards and rates applicable to the furnishing of telecommunications business services provided by Time Warner Telecom of Arizona LLC within the state of Arizona. This Tariff is on file with the Arizona Corporation Commission and copies may be inspected, during normal business hours, at the Company's principal place of business.

(T)

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Lyndall Nipps Vice President - Regulatory Affairs
845 Camino Sur
Palm Springs, CA 92262

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CHECK SHEET

<u>SHEET</u>	<u>REVISION</u>		<u>SHEET</u>	<u>REVISION</u>		<u>SHEET</u>	<u>REVISION</u>	
Title	1 st Revised	*	37	Original		70.4	Original	*
1	5 th Revised	*	38	Original		70.5	Original	*
2	1 st Revised	*	39	Original		70.6	Original	*
3	Original		40	Original		70.7	Original	*
4	Original		41	Original		70.8	Original	*
5	Original		42	Original		70.9	Original	*
6	Original		43	Original		70.10	Original	*
7	Original		44	Original		70.11	Original	*
8	Original		45	Original		70.12	Original	*
9	Original		46	Original		70.13	Original	*
10	Original		47	Original		70.14	Original	*
11	Original		48	Original		70.15	Original	*
12	Original		49	Original		70.16	Original	*
13	Original		50	1 st Revised		70.17	Original	*
14	Original		51	Original		70.18	Original	*
15	Original		52	Original		70.19	Original	*
16	Original		53	Original		70.20	Original	*
17	Original		54	Original		70.21	Original	*
18	Original		55	Original		70.22	Original	*
19	Original		56	Original		70.23	Original	*
20	Original		57	Original		70.24	Original	*
21	Original		58	Original		70.25	Original	*
22	2 nd Revised		59	Original		70.26	Original	*
23	Original		60	1 st Revised		70.27	Original	*
24	Original		61	Original		70.28	Original	*
25	Original		62	Original		71	Second	
26	Original		63	Original		72	Original	
27	Original		64	Original				
28	Original		65	Original				
29	Original		66	Original				
30	Original		67	Original				
31	Original		68	Original				
32	Original		69	Original				
33	Original		70	Original				
34	Original		70.1	Original	*			
35	Original		70.2	Original	*			
36	Original		70.3	Original	*			

*Indicates pages included in this filing.

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SECTION 9 – GRANDFATHERED SERVICES

(N)

Sections 9.1 through 9.4 are grandfathered to existing Xspedius Communications, LLC's Customers of record at existing locations without modifications as of July 2, 2007.

9.1 Ordering Options for Access Service

9.1.1 General

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

- A. **Ordering Conditions:** Services offered under this tariff will be ordered using an ASR or through a Constructive Order, as defined herein.

The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same Premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

1. Customer name and Premise(s) address(es);
2. Billing name and address (when different from Customer name and address)
3. Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiations order confirmation, interactive design, installation and billing.

The order date (Application Date) is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Commencement Date, at the time the Company gives the Customer a Firm Order Confirmation (FOC). The FOC is forwarded to the Customer within 2 business days after the date on which all information needed to process the ASR has been received by the Company.

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SECTION 9 – GRANDFATHERED SERVICES, (CONT'D.)

(N)

9.1 Ordering Options for Access Service, (Cont'd.)

9.1.1 General, (Cont'd.)

B. Provision of Other Services

Unless otherwise specified herein, all services offered under this tariff shall be ordered with an ASR.

With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service. When added subsequently, charges for a Design Change will apply when an engineering review is required.

Additional Engineering is not an ordering option, but will be applied to an ASR when the Company determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will be provided by the Company at the request of the Customer only when a Customer requests additional technical information after the Company has already provided the technical information included on the Design Layout Report as so forth herein. The Customer will be notified when Additional Engineering is required, and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer agrees to the Additional Engineering, a firm order will be established. If the Customer does not want the service or facilities after being notified by the Company that Additional Engineering is required, the Customer may cancel the order and no charges will apply. Once a firm order has been established, the total charge to the Customer for the Additional Engineering may not exceed the original estimated amount by more than 10 percent.

(N)

SECTION 9 – GRANDFATHERED SERVICES, (CONT'D.)

(N)

9.1 Ordering Options for Access Service, (Cont'd.)

9.1.2 Access Order

An ASR is required by the Company to provide a Customer Access Service, as described herein. An ASR will be required for each new similar service arrangement or group of common circuits.

When a Customer requests new or additional Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

When placing an order for either Direct Connect Service or Tandem Connect Service, as described in Sections 9.3.2.A. and 9.3.2.B., respectively the Customer shall provide all standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional service for an existing service type. For new Customers ordering Tandem Connect Service, the Customer will only be required to complete an ASR for installation of new service.

A. Access Service Date Intervals

Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

1. Standard Interval

The Standard Interval for Access Service will be 10 business days from the Application Date. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

(N)

SECTION 9 – GRANDFATHERED SERVICES, (CONT'D.)

(N)

9.1 Ordering Options for Access Service, (Cont'd.)

9.1.2 Access Order, (Cont'd.)

A. Access Service Date Intervals, (Cont'd.)

2. Negotiated Interval

The Company will negotiate a Service Date interval with the Customer when:

- a. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
- b. There is no existing facility connecting the Customer Premises with the Company; or
- c. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
- d. The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

B. Access Service Request Modifications

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. Charges for access service order modification will apply as set forth below, on a per occurrence basis. Any increase in the number of Access Service lines, Trunks, Direct Connect transport facilities, Out of Band Signaling connections or any change in engineering or functionality of a service will be treated as a new ASR with a new Service Date interval.

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SECTION 9 – GRANDFATHERED SERVICES, (CONT'D.)

(N)

9.1 Ordering Options for Access Service, (Cont'd.)

9.1.2 Access Order, (Cont'd.)

B. Access Service Request Modifications, (Cont'd.)

1. Service Commencement Date Changes

ASR service dates for the installation of new services or rearrangement of existing services may be changed, but the new service date may not exceed the original Service Commencement Date by more than 30 calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. In addition, when the Customer submits a request for a Service Date Change that is less than five business days from the date of notification by the Customer, a Service Date Change Charge and an Expedite Charge will apply. No Expedite Charge will apply if the Customer requests a Service Date Change that is more than 5 business days from the date of request by the Customer but earlier than the original requested Service Commencement Date.

If the Customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company on the 31st day. Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer must place a new ASR with the Company.

The Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed. The applicable charges are set forth in Section 9.3.4.B.

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SECTION 9 – GRANDFATHERED SERVICES, (CONT'D.)

(N)

9.1 Ordering Options for Access Service, (Cont'd.)

9.1.2 Access Order, (Cont'd.)

B. Access Service Request Modifications, (Cont'd.)

2. Design Change Charge

The Customer may request a Design Change to the service ordered. A Design Change is any change to an ASR which requires Engineering Review. An Engineering Review is a review by Company personnel of the service ordered and the requested changes to determine what change(s) in the design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions, a change in the type of Transport Termination (Switched Access only) or type of Channel interface. Any other changes are not considered Design Changes for purpose of this subsection and will require issuance of a new ASR and the cancellation of the original ASR with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change. The applicable charges, as set forth in Section 9.3.4.B., are in addition to any Service Date Change Charges that may apply.

3. Expedited Order Charge

When placing an Access Order for service(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service Date, in which case an Expedite Charge will apply. The Expedite Charge will not apply if the new Service Commencement Date is more than five days from the date of the request to the Company of the expedited order request. The request for an earlier service date may be received from the Customer prior to its issuance of an ASR, or after the ASR has been issued but prior to the service date. The Company has the exclusive right to accept or deny the Expedite Order request. However if, upon reviewing availability of equipment and scheduled work load, the Company agrees to provide service on an expedited basis and the Customer accepts the Company's proposal, an Expedite Charge will apply.

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SECTION 9 – GRANDFATHERED SERVICES, (CONT'D.)

(N)

9.1 Ordering Options for Access Service, (Cont'd.)

9.1.2 Access Order, (Cont'd.)

B. Access Service Request Modifications, (Cont'd.)

3. Expedited Order Charge, (Cont'd.)

If the Company is subsequently unable to meet an agreed upon expedited service date, then the Expedite Charge will not apply.

In the event the Company provides service on an expedited basis on the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a Service Date Change Charge will apply in addition to the Expedite Charge.

In the event that the Customer cancels an expedite request, the Expedite Charge will be added to any applicable Cancellation Charge specified herein.

In the event that the Customer requests a Service Date Change after the Company has received the original expedite request, the Expedite Charge will still apply.

An Expedite Charge will not be applied to orders expedited for Company reasons.

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this tariff will apply.

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in Section 9.3.4.B.

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SECTION 9 – GRANDFATHERED SERVICES, (CONT'D.)

(N)

9.1 Ordering Options for Access Service, (Cont'd.)

9.1.2 Access Order, (Cont'd.)

C. Cancellation of an Access Service Request

A Customer may cancel an ASR for the installation of Access Service at any time prior to notification by the Company that service is available for the Customer's use. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. A Customer may negotiate an extension of a service date of an ASR for installation of new services or rearrangement of existing service, in which case a Service Date Change Charge will apply. However, the new service date cannot exceed the originally established service date by more than 30 calendar days. On the 31st day beyond the original service date, the ASR will be canceled and the appropriate Cancellation Charge will be applied.

Except as stated herein, Cancellation Charges will apply as specified in Section 9.3.4.C.

If the cancellation occurs prior to the Company's receiving the ASR, no charges shall apply.

If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days due to circumstances such as acts of God, governmental requirements, work stoppages, civil commotions, the Company shall not be liable for such delay and the Customer may cancel the ASR without incurring Cancellation charges.

D. Minimum Period of Service

The minimum period for which Access Service is provided and for which charges are applicable is one month.

1. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:
 - a. A change in the identity of the Customer of record;
 - b. A move by the Customer to a different building;
 - c. A change in type of service;
 - d. A change in Access Service Interface (i.e., DS1 or DS3);

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SECTION 9 – GRANDFATHERED SERVICES, (CONT'D.)

(N)

9.1 Ordering Options for Access Service, (Cont'd.)

9.1.2 Access Order, (Cont'd.)

D. Minimum Period of Service, (Cont'd.)

2. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

The charge for a month or fraction thereof is the applicable minimum monthly charge for the capacity made available to the Customer.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

9.2 Access Service

9.2.1 General:

Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Access Services provides the ability to originate calls from an End User's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises location to an End User's Premises.

Rates and charges are set forth in Section 9.3.

(N)

SECTION 9 – GRANDFATHERED SERVICES, (CONT'D.)

(N)

9.2 Access Service, (Cont'd.)

9.2.2 Provision and Description of Access Service Arrangements:

Access Service is provided in the following service type:

A. Feature Group D (FGD) Access

FGD Access, which is available to Customers, is provisioned at the DSI level and provides trunkside access to Company Local Switching Center switches, with an associated uniform 10XXX Access Code for the Customer's use in originating and terminating communications. Basic FGD service will be provided with Multi-Frequency In Band Signaling (SS7 is also available as a Common Switching Option for Feature Group D). In addition, Conventional Signaling for direct Carrier Trunk groups is available at the Customer's option. End User's of the Customer's service may also originate calls to certain FGD Access Customers without dialing the 10XXX Access Code if the End User is presubscribed, as described herein.

The Access Code for FGD switching is a uniform Access Code of the form 10XXX. A single Access Code will be the assigned number of all FGD access provided to the Customer by the Company. No Access Code is required for calls to a Customer over FGD Access Service if the End User's telephone exchange service is arranged for Presubscription to that Customer, as set forth herein.

Where no Access Code is required, the number dialed by the Customer's End User shall be a seven or ten digit number for calls in the North American Number Plan (NANP), except for 00- dialed calls which are routed by the predesignated Customer.

For international calls outside the NANP, a seven to twelve digit number may be dialed. The form of the numbers dialed by the Customer's End User is NXX-XXXX, 0 or 1 + NXX-XXXX, NPA + NXX-XXXX, 0 or 1 + NPA + NXX-XXXX, and, when the Local Switching Center is equipped for International Direct Distance Dialing (IDDD), 01 + CC + NN or 011 + CC + NN.

When the 10XXX Access Code is used, FGD switching also provides for dialing the digit 0 for access to the Customer's operator, 911 for access to the Company's emergency service, or the end-of-dialing digit (#) for cut-through access to the Customer's Premises.

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SECTION 9 – GRANDFATHERED SERVICES, (CONT'D.)

(N)

9.2 Access Service, (Cont'd.)

9.2.2 Provision and Description of Access Service Arrangements:, (Cont'd.)

A. Feature Group D (FGD) Access, (Cont'd.)

In addition, End Users may originate calls by dialing the 950-XXXX Access Code specific to a particular Interexchange Carrier, provided that the Interexchange Carrier has subscribed to the Company's Feature Group D with 950 Access Common Switching Optional Feature. If the End User is presubscribed to that Interexchange Carrier, no Access Code is necessary.

B. Manner of Provision

Trunks used for Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to order a sufficient number of trunks of each type in order to meet its desired grade of service objective. At the Customer's request, the Company will assist the Customer in sizing Access Trunk groups.

C. Rate Categories

The following rate categories apply to Access Service:

Direct Connect
Tandem Connect
800 Data Base Access Service
Optional Features

Except as stated as follows, Tandem Connect Service is provided in conjunction with the tandem provider serving the area. Charges are computed in accordance with this tariff (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Telephone Company is Involved).

(N)

SECTION 9 – GRANDFATHERED SERVICES, (CONT'D.)

(N)

9.2 Access Service, (Cont'd.)

9.2.2 Provision and Description of Access Service Arrangements:, (Cont'd.)

C. Rate Categories, (Cont'd.)

1. Direct Connect

The Company will provide Direct Connect between the Customer's Premises and the Company's Local Switching Center switch(es). This transmission path is Dedicated to the use of a single Customer. DS1 and DS3 facilities are available for Direct Connect Service. A DS1 facility is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths. A DS3 facility is capable of transmitting electrical signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths. For DS3 facilities, if the Company is required to install additional fiber optic equipment for the benefit of the Customer, then the Customer has the option to choose either an optical or electrical interface.

The Customer must order Direct Connect under one of two rate options:

Option 1: This Direct Connect rate category is comprised of a monthly facilities charge and a per minute of use charge.

Option 2: This Direct Connect rate category is comprised of three rate elements:

a) Termination Charge; b) Network Charge; and c) Local Switching Center Charge. In addition, where applicable, a monthly facilities charge will apply.

Termination Charge: Provides for the electronics in the building and any inside wiring and/or multiplexing.

Network Charge: Provides for the use of the Company's Network.

Local Switching Center Charge: Provides for the use of Company switching equipment to complete this transmission of Access Service communications to and from the End Users served by the Company's Local Switching Center.

(N)

SECTION 9 – GRANDFATHERED SERVICES, (CONT'D.)

(N)

9.2 Access Service, (Cont'd.)

9.2.2 Provision and Description of Access Service Arrangements:, (Cont'd.)

C. Rate Categories, (Cont'd.)

2. Tandem Connect

Tandem Connect consists of circuits from the Customer's tandem provider to the Company's Local Switching Center.

The Customer must order Tandem Connect under one of two rate options:

Option 1: This Tandem Connect rate category is comprised of a Minutes of Use (MOU) based charge.

Option 2: This Tandem Connect rate category is comprised of three rate elements: a) Termination Charge; b) Network Charge; and c) Local Switching Center Charge.

3. 800 Data Base Access Service

800 Data Base Access Service is a service offering utilizing originating Trunk side Access Service. When an 8XX + NXX + XXXX call is originated by an End User, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

The 800 Data Base charge, which consists of a single, fixed rate element, applies on a per query basis.

(N)

SECTION 9 – GRANDFATHERED SERVICES, (CONT'D.)

(N)

9.2 Access Service, (Cont'd.)

9.2.2 Provision and Description of Access Service Arrangements:, (Cont'd.)

D. Billing Validation Service

The Company shall arrange to have its billing validation data stored in one of the existing Line Information Databases (LIDB). It will be the responsibility of the Customer to identify this database through established industry procedures and to query the billing validation data in the LIDB. Based on the received query information, the LIDB will respond with an SS7 formatted confirmation of validity or denial for the requested billing option. Access to LIDB provides Customers with potential toll fraud detection.

The LIDB will contain a record for every working line number and Billed Number Group served by the Company.

The Company will update the LIDB information on a daily basis.

LIDB service is provided on an on-line, call-by-call basis. Company data accessed from the LIDB shall remain the sole property of the Company and may not be stored or reproduced by the Customer for any reason.

The Company will have procedures in place to deactivate billing validation data in the event that it is being used fraudulently.

E. Design Layout Report

At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

F. Acceptance Testing

At no additional charge, the Company will, at the Customer's Request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.

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SECTION 9 – GRANDFATHERED SERVICES, (CONT'D.)

(N)

9.2 Access Service, (Cont'd.)

9.2.2 Provision and Description of Access Service Arrangements:, (Cont'd.)

G. Ordering Options and Conditions

Access Service is ordered under the Access Order provisions set forth in Section 9.1.2. Also included in that section are other charges which may be associated with ordering Access Service.

H. Competitive Pricing Arrangements

Competitive pricing arrangements for Local Transport-Entrance Facilities and Local Transport-Direct Trunked Transport can be furnished to meet the communication needs of specific customers on a case by case basis under individual contract.

9.2.3 Obligations of Company

In addition to the obligations of the Company set forth in other sections of this tariff, the Company has certain other obligations concerning the provision of Access Service. These obligations are as follows:

A. Network Management

The Company will administer its Network to ensure the provision of acceptable service levels to all telecommunications users of the Company's Network Services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company Network. The Company reserves the right to apply protective controls, (i.e., those actions, such as call gapping, which selectively cancel the completion of traffic), over any traffic carried over its Network, including that associated with a Customer's Access Service. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. The Customer will notify the Company of anticipated peaked services as stated below. Based on the information provided, the Company will work cooperatively with the Customer to determine the appropriate level of control. In the event that the protective controls applied by the Company result in the complete loss of service by the Customer, the Customer will be granted a credit allowance for service interruption as set forth in this tariff.

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9.2 Access Service, (Cont'd.)

9.2.3 Obligations of Company, (Cont'd.)

A. Network Management, (Cont'd.)

When a Customer uses the Company's facilities to offer services for which a substantial call volume or peaked service is expected during a short period of time, the Customer must notify the Company at least 24 hours in advance of each peak period. For events scheduled during weekends or holidays, the Company must be notified no later than 5:00 p.m. local time the prior business day. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the NPA NXX and line number(s) to be used. On the basis of the information provided, the Company may invoke network management controls if required to reduce the probability of excessive Network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such control. Failure to provide prescribed notification may result in Customer caused Network congestion, which could result in discontinuance of service and/or damages under this tariff.

9.2.4 Obligations of the Customer

In addition to obligations specified elsewhere in this tariff, the Customer has certain specific obligations pertaining to the use of Access Service, as follows:

A. Report Requirements

When a Customer orders Access Service for both interstate and intrastate use, the Customer is responsible for providing Jurisdictional Reports as set forth in this tariff. Charges will be apportioned in accordance with those reports. The method to be used for determining the intrastate charges is set forth therein.

B. Supervisory Signaling

The Customer's facilities at the premises of the ordering Customer shall provide the necessary On-Hook, Off-Hook answer and disconnect supervision.

C. Design of Access Services

It is the Customer's responsibility to assure that sufficient Access Services have been ordered to handle its traffic.

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9.2 Access Service, (Cont'd.)

9.2.5 Optional Features

Following are descriptions of the various optional features that are available in lieu of, or in addition to, the standard features provided with the Feature Groups for Access Service.

A. Nonchargeable Optional Feature

1. **Supervisory Signaling:** Where the transmission parameters permit, and where signaling conversion is required by the Customer to meet its signaling capability, the Customer may order an optional supervisory signaling arrangement in the form of Multi-frequency (MF) Signaling for each transmission path.

B. Chargeable Optional Features

1. **800 Data Base Access Service:** The Customer will be charged a per query charge based on a query of the 8XX-NXX-XXXX dialed and/or delivered to the Customer in conjunction with 800 Data Base Access Service.
2. **Signaling Transfer Point Access:** The Customer will be charged a per mile charge and a per port charge for access to a specialized switch which provides SS7 network access and performs SS7 messaging routing and screening. If a Customer is connected to a third party SS7 service provider, an additional charge will apply.

C. Feature Group D Optional Features

1. Common Switching Optional Features

- a. **Alternate Traffic Routing:** This option provides the capability of directing originating traffic from a Local Switching Center to a direct access Trunk group, with additional traffic overflowing to the access tandem Trunk group and then to a Customer designated Premises. Multiple Customer Premises Alternate Routing is also available where originating traffic from a Local Switching Center is directed via a Trunk group to a Customer designated Premises until that group is fully loaded, and then additional originating traffic from the same Local Switching Center or access tandem is delivered via a different Trunk group to a second Customer designated Premise. The Customer shall specify the last Trunk CCS desired for the high use group.

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9.2 Access Service, (Cont'd.)

9.2.5 Optional Features, (Cont'd.)

C. Feature Group D Optional Features, (Cont'd.)

1. Common Switching Optional Features, (Cont'd.)

- b. Automatic Number Identification (ANI): This option provides the automatic inband transmission signaling of a seven or ten digit number and information digits to the Customer's Premises for calls originating in the LATA for the identification of the calling station. The ANI feature is a Local Switching Center software function which is associated on a call-by-call basis with: 1) all individual transmission paths in a trunk group routed directly between a Local Switching Center and Customer's Premises; or where technically feasible, 2) all individual transmission paths in a Trunk group between a Local Switching Center and an Access Tandem, and a Trunk group between an Access Tandem and a Customer's Premises.

The ten-digit ANI telephone number is only available with Feature Group D. The ten digit ANI telephone number consists of the Number Plan Area (NPA) plus the seven digit ANI telephone number. The ten-digit ANI telephone number will be transmitted on all calls except those identified as multi-party line or ANI failure, in which case only the NPA will be transmitted.

- c. Cut-Through: This option allows End Users of the Customer to reach the Customer's Premises by using the end of dialing digit (#) at the end of the dialing sequence. The Company will not record any other digits for these calls.
- d. Service Class Routing: This option provides the capability of directing originating traffic from a Local Switching Center to a Trunk group to a Customer designated Premises, based on the line class of service and service prefix indicator. A domestic Interexchange Carrier may not order more than four different routes per Local Switching Center or Access Tandem. An international Interexchange Carrier may order up to four additional routes.

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9.2 Access Service, (Cont'd.)

9.2.5 Optional Features, (Cont'd.)

C. Feature Group D Optional Features, (Cont'd.)

1. Common Switching Optional Features, (Cont'd.)

- e. Feature Group D with 950 Access: This option provides the routing of originating calls, dialed using a 950-10XX or 9501XXX Access Code, to the FGD Customer using FGD signaling protocols and technical specifications. the Customer is responsible for distinguishing between standard FGD calls and 950-dialed calls delivered over the same trunks.
- f. Signaling System Seven (SS7): This option provides out of band transmission of SS7 protocol signaling information between the Local Switching Center switching system and the Customer's designated Premises. Prior to installation of any SS7 circuits, the Customer must agree to participate in SS7 certification testing. The Company will provide a testing plan to the Customer, and reserves the right to deny SS7 connectivity if the Customer's circuits do not meet the testing requirements.
- g. Basic Initial Address Message Delivery: This option permits the following optional SS7 signaling call setup parameters: User Service Information, Called Party Number, Calling Party Number, Charge Number, Originating Line Information, Transit Network Selection, Carrier Selection, Service Code and Access Transport.
- h. Called Director Number Delivery: This option provides the Customer with the telephone number to which the call was directed. The seven or ten digit number is provided as part of the in-band transmission with MF signaling. The Called Director Number Delivery feature is associated on a call-by-call basis with all individual transmission paths in a Trunk group routed from an Access Tandem or the originating Local Switching Center. This option is available except when FGD is provided with 950 access or Cut-Through features.

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9.2 Access Service, (Cont'd.)

9.2.5 Optional Features, (Cont'd.)

C. Feature Group D Optional Features, (Cont'd.)

1. Common Switching Optional Features, (Cont'd.)

- i. Flexible Automatic Number Identification Delivery: This feature is available on inbound signaling or in the Originating Line Information Parameter in the Basic Initial Address Message Delivery optional feature for SS7 signaling. Flexible ANI will provide addition values for Information Indicator (II) digits that are associated with various classes of service not associated with the standard ANI digits. This feature may only be used in conjunction with ANI. The following information Indicator codes are available: Confinement/Detention Facility; Outward Wide Area Telecommunications Service; Cellular Service; Private Pay Station; and, Access for Private Virtual Networks.

(N)

SECTION 9 – GRANDFATHERED SERVICES, (CONT'D.)

(N)

9.3 Access Rates

This section contains the specific regulations governing the rates and charges that apply for Access Services. The rates set forth in this section are both the maximum and initial rates the Company intends to charge for the services.

9.3.1 There are three types of rates and charges that apply to Access Service. These are monthly Recurring Charges, usage rates and Non-Recurring Charges.

A. Monthly Recurring Charges

Monthly Recurring Charges are flat rates for facilities that apply each month or fraction thereof that a specific rate element is provided.

B. Usage Rates

Usage rates are rates that are applied on a per access minute or per query basis. Usage rates are accumulated over a monthly period.

C. Non-Recurring Charges

Non-Recurring charges are one time charges that apply for a specific work activity (i.e., installation of new service or change to an existing service).

1. Installation of Service

Non-Recurring charges apply to each Access Service installed. The charge is applied per line or Trunk.

(N)

SECTION 9 – GRANDFATHERED SERVICES, (CONT'D.)

(N)

9.3 Access Rates, (Cont'd.)

9.3.2 Application of Rates

A. Direct Connect

The Direct Connect Option 1 rate is assessed based on the total of the monthly facilities charge and the monthly usage charge. The monthly facilities charge consists of a fixed rate based on the type of the facilities, i.e., DS1 or DS3, and a per mile rate. The monthly facilities charge will not apply when the Customer's Point of Presence is On-Net. The fixed rate and the per mile rate for Off-Net Customers will be calculated on an Individual Case Basis.

The Direct Connect Option 2 rate is assessed based on the total of the Termination Charge, Network Charge and the Local Switching Center Charge in addition to any applicable monthly facility charge. Except for the facility charge, each of these components is based on a per minute rate structure.

The Tandem Overflow rates will apply, based on the option chosen, for all Direct Connect usage which overflows to the Access Tandem.

Rates and charges for the Direct Connect and Tandem Overflow are set forth in Section 9.3.4.D.

B. Tandem Connect

The Tandem Connect Option 1 rate is assessed on a per minute of use basis and is applicable to all tandem routed Access Service minutes of use. The rate will vary based on whether the traffic is originating or terminating. Rates and charges are set forth in Section 9.3.4.D.

C. 8XX Number Translation Charge

The 8XX Number Translation Charge applies for the translation of a specific 8XX number to a ten digit telephone number on a per query basis.

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9.3 Access Rates, (Cont'd.)

9.3.3 Billing of Access Minutes

When recording originating calls over FGD with multifrequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FGD ends when the originating FGD entry switch receives disconnect supervision from either the originating End User's Local Switching Center (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FGD with multifrequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's Trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FGD ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FGD with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct Trunk groups and with the receipt of an exit message by the switch for tandem Trunk groups. The measurement of originating FGD usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FGD with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed Trunk groups or on tandem routed Trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FGD call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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9.3 Access Rates, (Cont'd.)

9.3.4 Rates and Charges

A. Service Implementation

Installation Charge Per Trunk	
DS-1	ICB
DS-3	ICB

B. Change Charges (per order)

Charge Per Occurrence	
Service Date	ICB
Design Changes	ICB
Expedite Charge	ICB

C. Cancellation Charges (per order)

ICB

D. Switched Access

1. Direct Connect Charges:

Facility Charge Per DSI: ICB

2. Local Switching and Network Cost Elements

Cost Element Per Originating Minute	Access Rates Per Minute of Use
Carrier Common Line (orig.)	\$0.010000
Carrier Common Line (term)	\$0.024200
Local Switching	\$0.017300
Interconnection Charge	\$0.029700

(N)

SECTION 9 – GRANDFATHERED SERVICES, (CONT'D.)

(N)

9.3 Access Rates, (Cont'd.)

9.3.4 Rates and Charges, (Cont'd.)

D. Switched Access, (Cont'd.)

3. Tandem Switching and Transport Elements

Cost Element Per Originating Minute	Access Rates Per Minute of Use
Access Tandem Switching	\$0.006750
Tandem Transmission Fixed	
Over 0 to 8 miles	\$0.000431
Over 8 to 25 miles	\$0.000480
Over 25 to 50 miles	\$0.000490
Over 50 miles	\$0.000551
Tandem Switched Transport per Mile	
Over 0 to 8 miles	\$0.000024
Over 8 to 25 miles	\$0.000024
Over 25 to 50 miles	\$0.000025
Over 50 miles	\$0.000026
Equal Access Ane Network Recovery Charge	\$0.000146

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9.3 Access Rates, (Cont'd.)

9.3.4 Rates and Charges, (Cont'd.)

E. Chargeable Optional Features

1. Other Switched Access Charges:

Cost Element Per Originating Minute	Access Rates Per Minute of Use
800 Data Base	
800 CIC, per call	\$0.003500
POTS Translation	\$0.003665
Call Handling and Destination	\$0.000694
900 Access Service Customer Identification	\$0.000994
Carrier Identification Charge	
- 6-digit translation	\$0.005600
- 10-digit translation	\$0.010200
500 Originating Switching	\$0.023765
500 Call Completion, 10-digit only	\$0.023765
500 Transport	
Mileage Bands Fixed Rate Per Minute	
'0	\$0.001001
Over 0 to 8	\$0.001432
Over 8 to 25	\$0.001481
Over 25 to 50	\$0.001491
Over 50	\$0.001552
Mileage Bands Rate Per Minute Per Mile	
Over 0 to 8	\$0.000023
Over 8 to 25	\$0.000024
Over 25 to 50	\$0.000024
Over 50	\$0.000025
BNA - Billing Name and Address	
Mechanized Request, per BNA re	(1)
Manual Request, per BNA record	(1)
Manual Request, per BNA record	(1)

(1) These rates need to be negotiated at this time.

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9.3 Access Rates, (Cont'd.)

9.3.4 Rates and Charges, (Cont'd.)

E. Chargeable Optional Features, (Cont'd.)

2. Mobile Services Interconnection Rates:

Cost Element Per Minute	Access Rate Per Minute of Use
Switching	\$0.021400
Transport (per mile bands)	
0-1	\$0.004100
Over 1-8	\$0.004100
Over 8-16	\$0.004100
Over 16-25	\$0.004100
Over 25-50	\$0.004100
Over 50-100	\$0.004100
Over 100	\$0.004100
Traffic Terminating to ILEC End Offices on a Toll Basis	\$0.149100

9.4 Miscellaneous Services

9.4.1 Wireless Termination Service

Wireless Termination Service applies to intraMTA traffic originated by a Wireless Service provider and terminated to end-user subscribers of the Company (i.e., wireless to wireline traffic) without the direct interconnection of the Wireless Service provider's and the Company's networks and where the Wireless Service provider is physically connected with and delivers traffic to a third party LEC(s) which in turn delivers the traffic to the Company.

- A. This service is provided to Wireless Service providers licensed by the Federal Communications Commission (FCC).
- B. Wireless Termination Service is limited to wireless-to-wireline traffic that originates and terminates within the same Major Trading Area (MTA) (i.e., intraMTA traffic). The Major Trading Area as defined in 47 C.F.R. § 24.102 of the FCC Rules and Regulations.

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9.4 Miscellaneous Services, (Cont'd.)

9.4.1 Wireless Termination Service, (Cont'd.)

- C. Wireless Termination Service is not available to wireless-to-wireline traffic that originates and terminates in two different MTAs (i.e., interMTA traffic). In those situations where a Wireless Service provider terminates interMTA traffic to the end-user subscribers of the Company then the rates, terms and conditions of the appropriate access tariff of the Company (either intrastate or interstate) will apply.
- D. These Regulations and Rates are in addition to the Regulations, Rate and Charges in other Company tariffs.
- E. This tariff applies except as otherwise provided in 1) an interconnection agreement between the Wireless Service provider and the Company approved by the Commission pursuant to the Act; or 2) a terminating traffic agreement between the Wireless Service provider and the Company approved by the Commission.
- F. The Company shall issue a bill to the Wireless Service provider based on the best information available to the Company including, but not limited to, records of terminating traffic created by the Company at its end office and/or tandem switch
- G. The Wireless Service provider shall pay the Company for all charges in accordance with the rates set forth in this tariff. Such payments are to be received within thirty (30) days from the effective date of the billing statement. The Wireless Service provider shall pay a late charge on any undisputed charges as set forth in the Payment Arrangements section of this tariff.
- H. If the Wireless Service provider fails to comply with any of the terms and conditions of this tariff, including any payments to be made by it on the dates and times herein specified, the Company, may on five (5) day's written notice by Certified U.S. Mail to the Wireless Service provider, refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying Wireless Service provider at any time thereafter, or may discontinue the provision of the services to the non-complying Wireless Service provider at any time thereafter. In the case of such discontinuance, all applicable tariff charges shall become due. If the Company is unable to effectuate discontinuance of service at its own office it may request the assistance of other LECs with whom the Company's network is connected.
- I. Rates and Charges
Local terminating traffic, per minute of use \$0.0013643

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