ORIGINAL NEW APPLICATION

0000092847

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April 3, 2009

VIA OVERNIGHT DELIVERY

RECEIVED
2009 APR -6 P 12: 40
AZ CORP COMMISSION
DOCKET CONTROL

Docket Control Center
Arizona Corporation Commission
1200 W. Washington Street
Phoenix, Arizona 85007
(602) 542-2237

T-20666A-09-0173

Re: Broadvox-CLEC, LLC

Dear Sir/Madam:

Enclosed please find for filing an original and thirteen (13) copies of Broadvox-CLEC, LLC's Application and Petition for Certificate of Public Convenience and Necessity to Provide Intrastate Telecommunications Services.

I have also enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed, self-addressed, postage prepaid envelope.

If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me. Thank you for your attention to this matter.

Respectfully submitted,

Lance J.M. Steinhart
Attorney for Broadvox-CLEC, LLC

Arizona Corporation Commission
DOCKETED
APR 6 2009
DOCKETED BY

Enclosures
cc: Alecia Monroe
Michael W. Patten, Esq. if Facilities Based (Via e-mail)

07/07/06

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:

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

For Docket Control Only:
(Please Stamp Here)

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:

Broadvox-CLEC, LLC
1228 Euclid Avenue, Suite 390
Cleveland, Ohio 44115
Telephone: (216) 373-4623
Fax: (216) 373-4812
E-Mail Address: agertsburg@broadvox.net
Web Address: NONE

(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):

(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:

Alecia Monroe, Paralegal/Manager of Regulatory Affairs of The Broadvox Holding Company, LLC, Member
1228 Euclid Avenue, Suite 390
Cleveland, Ohio 44115
Telephone: (216) 373-4623
Fax: (216) 373-4812
E-Mail Address: amonroe@broadvox.net

(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:

Lance J.M. Steinhart, Esq.
Lance J.M. Steinhart, P.C.
1720 Windward Concourse, Suite 115
Alpharetta, Georgia 30005
Telephone: (770) 232-9200
Fax: (770) 232-9208
E-Mail Address: lsteinhart@telecomcounsel.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:

Eugene Blumin, Chief Operating Officer of The Broadvox Holding Company, LLC, Member
1228 Euclid Avenue, Suite 390
Cleveland, Ohio 44115
Telephone: (216) 373-4623
Fax: (216) 373-4812
E-Mail Address: eblumin@broadvox.net

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

☐ Sole proprietorship

☐ Partnership: _____ Limited, _____ General, _____ Arizona, _____ Foreign

☒ Limited Liability Company: _____ Arizona, _X_ 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 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).

   See Sheets 103 - 119 of the Company's Tariff.

2. Tariff Maximum Rate and Prices to be charged (reference by Tariff page number).

   See Sheets 57 - 99 of the Company's Tariff.

3. Terms and Conditions Applicable to provision of Service (reference by Tariff page number).

   See Sheets 11 – 56 of the Company's Tariff.

4. Deposits, Advances, and/or Prepayments Applicable to provision of Service (reference by Tariff page number).

   See Sheets 32 and 33 of the Company's Tariff.

5. The proposed fee that will be charged for returned checks (reference by Tariff page number).

   See Sheet 31 of the Company's Tariff.

(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 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.

(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.

Neither Applicant nor 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.

(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 any box in (A-14) is marked "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 any box in (A-14) is marked "No", 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.

The Company will not collect advances, prepayments or deposits.

(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 your are advised to do so by the Hearing Division.

(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 Arizona:

☒ Yes ☐ No

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

The company intends to resell services provided by Qwest or other similar carriers

(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 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.

Approved: **Colorado, Idaho, Indiana, Iowa, New Jersey, Kentucky, Rhode Island, Vermont and Washington**

(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 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.

None

(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.

None.

(A-21) 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

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 D".

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

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

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

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

Yes

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

1. Provide the projected total revenue expected to be generated by the provision of telecommunications services to Arizona customers for the first twelve months following certification, adjusted to reflect the maximum rates for which the Applicant requested approval. Adjusted revenues may be calculated as the number of units sold times the maximum charge per unit.
2. Provide the operating expenses expected to be incurred during the first twelve months of providing telecommunications services to Arizona customers following certification.
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.
4. If the projected value of all assets is zero, please specifically state this in your response.
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.

See "Attachment E"

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.

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 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 in 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 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 Arizona:

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 59241:

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

Broadvox-CLEC, LLC

By: The Broadvox Holding Company, LLC, Member

By: _____
Alex Gertsburg
Corporate Secretary

Date: 2/13/09

SUBSCRIBED AND SWORN to before me this 13th day of February, 2009.

Alecia Monroe
NOTARY PUBLIC

My Commission Expires: 1/5/2011

ALECIA MONROE
NOTARY PUBLIC • STATE OF OHIO
Recorded in Cuyahoga County
My commission expires Jan. 5, 2011

ATTACHMENTS

A – Certificate of Good Standing, List of Officers and Directors or Owners and Percentage of Ownership

B - Proposed Tariff

C - Legal Notice

D - Financial Information

E - Arizona Projections

A - Certificate of Good Standing and

Officers, Directors and Owners	**Percentage Ownership**

Officers:

Alex Gertsburg, Corporate Secretary
Andre Temnorod, Chief Executive Officer
Eugene Blumin, Chief Operating Officer & Treasurer

Directors:

None

Owners:

The Broadvox Holding Company, LLC	100%

STATE OF ARIZONA

Office of the
CORPORATION COMMISSION

CERTIFICATE OF REGISTRATION

To all to whom these presents shall come, greeting:

I, Michael P. Kearns, Interim Executive Director of the Arizona Corporation Commission, do hereby certify that

******BROADVOX-CLEC, LLC******

a foreign limited liability company organized under the laws of the jurisdiction of Delaware did obtain a Certificate of Registration in Arizona on the 23rd day of February 2009.

This certificate relates only to the legal authority 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 24th Day of March, 2009, A. D.

Interim Executive Director

By: Susan Hunt

SEAL OF THE ARIZONA CORPORATION COMMISSION
DITAT DEUS
1912

STATE OF ARIZONA

Office of the
CORPORATION COMMISSION

CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Michael P. Kearns, Interim Executive Director of the Arizona Corporation Commission, do hereby certify that

******BROADVOX-CLEC, LLC******

a foreign limited liability company organized under the laws of the jurisdiction of Delaware did obtain a Certificate of Registration in Arizona on the 23rd day of February 2009.

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 has not had its Certificate of Registration revoked 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 a Certificate of Cancellation as of the date of this certificate.

This certificate relates only to the legal authority 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 24th Day of March, 2009, A. D.

Interim Executive Director

By: Susan Hunt

SEAL OF THE ARIZONA CORPORATION COMMISSION
DITAT DEUS
1912

1. The company name must contain an ending which may be "limited liability company," "limited company," or the abbreviations "L.L.C.", "L.C.", "LLC" or "LC". If you are the holder or assignee of a tradename, attach a copy of the tradename certificate. If your name is not available for use in Arizona, you must adopt a fictitious name and provide a resolution adopting the name, which must be signed by a manager, member or authorized agent.

2. Provide the name of the state or jurisdiction under whose laws your company was formed.

3. Provide the date on which your company organized in the state or jurisdiction under whose laws it was formed.

4. Provide the general character of business you plan to transact in Arizona.

5. The statutory agent must provide a street address. If statutory agent has a P.O. Box, then they must also provide a street address/location.

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

LLC005
Rev. 10/2006

APPLICATION FOR REGISTRA
OF A FOREIGN LIMITED LIABILITY C
Pursuant to A.R.S. §29-802 et seq.

1. The name of the foreign limited liability company is:

BROADVOX-CLEC, LLC

1. a. If the exact name of the foreign limited liability company is not available for use in this state, then the fictitious name adopted for use by the limited liability company in Arizona is:

_____ (FN)

2. The company is organized under the laws of: Delaware
(State)

3. The date of the company's formation is: 11/24/2008

4. The purpose of the company or the general character of business it proposes to transact in Arizona is:

Provide Telecommunications Services

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

Incorp Services, Inc.
2338 W. Royal Palm Rd., Ste. J
Phoenix, AZ 85021-9339

ACCEPTANCE OF APPOINTMENT BY STATUTORY AGENT

I, Incorp Services, Inc., having been designated to act as
(Print Name)
statutory agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.

Incorp Services, Inc.
By Tennie Sedlacek Tennie Sedlacek, C.O.O.
Signature

Incorp Services, Inc.
If signing on behalf of a company, print company name here

AZ CORPORATION COMMISSION
FILED
FEB 23 2009
FILE NO. R1507994

AZ CORPORATION COMMISSION
FILED
MAR 17 2009
FILE NO. R1507994

6. Check which management structure will be applicable to your company. Provide name, title and address for each person.

7. If the jurisdiction under the law of which your company is formed, you must provide the address of the principle office of the company, in whatever state or jurisdiction it is located.

The application must be signed by a member, manager or duly authorized agent.

Attach a certificate of existence or document of similar import duly authenticated (within sixty (60) days) by the official having custody of corporate records in the state, province or county under whose laws the corporation is incorporated.

Your phone and fax numbers are optional.

LL:0005
Rev. 10/2006

6. Management Structure (select option A or B):

A **Management of the limited liability company is vested in a manager or managers.** The names and addresses of each person who is a manager AND each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are:

Name: _____ [ ] member [ ] manager
Address: _____
City, State, Zip: _____

Name: _____ [ ] member [ ] manager
Address: _____
City, State, Zip: _____

Name: _____ [ ] member [ ] manager
Address: _____
City, State, Zip: _____

Name: _____ [ ] member [ ] manager
Address: _____
City, State, Zip: _____

B ✓ **Management of the limited liability company is reserved to the members.**
The names and addresses of each person who is a member are:

Name: See attached list.
Address: _____
City, State, Zip: _____

Name: _____
Address: _____
City, State, Zip: _____

Name: _____
Address: _____
City, State, Zip: _____

Name: _____
Address: _____
City, State, Zip: _____

7. The address of the office required to be maintained in the jurisdiction under the laws of which the company is organized, if required; or, if not required, the address of the principal office of the company is:
1228 Euclid Ave., Ste. 390, Cleveland, OH 44115

Executed this 19th day of January, 2009.

Broadvox-CLEC, LLC

By: The Broadvox Holding Company, LLC, Member

By: Alex Gertsburg, Corporate Secretary

LIST OF MEMBERS & DIRECTORS OF
Broadvox-CLEC, LLC

Members

The Broadvox Holding Company, LLC 100%
Officers of The Broadvox Holding Company, LLC:
Alex Gertsburg, Member
Andre Temnorod, Member
Eugene Blumin, Member

Directors

None

All the above referenced Members & Directors can be reached at:
1228 Euclid Avenue, Suite 390, Cleveland, Ohio 44115

B - Proposed Tariff

TITLE SHEET

ARIZONA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Broadvox-CLEC, LLC ("Broadvox-CLEC"), with principal offices at 1228 Euclid Avenue, Suite 390, Cleveland, Ohio 44115. This tariff applies for services furnished within the State of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS

1. Concurring Carriers - None
2. Connecting Carriers - None
3. Other Participating Carriers - None

CHECK SHEET

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

SHEET	REVISION	SHEET	REVISION
1	Original	19	Original
2	Original	20	Original
3	Original	21	Original
4	Original	22	Original
5	Original	23	Original
6	Original	24	Original
7	Original	25	Original
8	Original	26	Original
9	Original	27	Original
10	Original	28	Original
11	Original	29	Original
12	Original	30	Original
13	Original	31	Original
14	Original	32	Original
15	Original		
16	Original		
17	Original		
18	Original		

* New or Revised Sheet

TABLE OF CONTENTS

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TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets 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 sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets 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 sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

SYMBOLS

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

(C) to signify change in regulation
(D) to signify a deletion
(I) to signify a rate increase
(L) to signify material relocated in the tariff
(N) to signify a new rate or regulation
(R) to signify a rate reduction
(T) to signify a change in text, but no change in rate or regulation

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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 the Company's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the Arizona Corporation Commission.

Customer - The person, firm, corporation or other legal entity which orders the services of the Company and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Company or Broadvox-CLEC - Used throughout this tariff to mean Broadvox-CLEC, LLC, a Delaware Limited Liability Company.

Dedicated Access - The Customer gains entry to the Company's services by a direct path from the Customer's location to the Company's point of presence.

Resp. Org - Responsible Organization or entity identified by a Toll-Free service Customer that manages and administers records in the toll free number database and management system.

Switched Access - The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

Telecommunications - The transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by the Company for telecommunications between points within the State of Arizona. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers prior to accepting the service order. The service application shall not in itself obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.

2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.

2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.2 Use of Services

2.2.1 The Company services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.

2.2.2 The use of the Company services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

2.2.3 The use of the Company services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

2.2.4 The Company services are available for use 24 hours per day, seven days per week.

2.2.5 The Company does not transmit messages, but the services may be used for that purpose.

2.2.6 The Company services may be denied for nonpayment of charges or for other violations of this tariff.

2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.

2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.

2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.

2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.

2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.

2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.4 Responsibilities of the Customer

2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.

2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.

2.4.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.

2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.

2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company equipment to be maintained within the range normally provided for the operation of microcomputers.

2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with the Company facilities or services, the signals emitted into the Company network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the FCC or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company equipment, personnel or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.

2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.

2.4.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.

2.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.

2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5 <u>Cancellation or Interruption of Services</u>

2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:

2.5.1.A For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due,

2.5.1.B For violation of any of the provisions of this tariff,

2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over the Company services, or

2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

2.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

2.5.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.

2.5.4 The Customer may terminate service upon thirty (30) days written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

2.6 Credit Allowance

2.6.1 Credit may be given for disputed calls, on a per call basis.

2.6.2 Credit shall not be issued for unavailability of long distance services.

2.7 Restoration of Service

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

2.8 Deposit

The Company does not require deposits.

2.9 Advance Payments

The Company does not require advance payments; therefore, the Company does not have a Prepayment Policy.

2.10 Payment and Billing

2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt.

2.10.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

2.10.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing within 30 days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such 30 day period.

2.11 Billing Terms and Procedures

2.11.1 The billing date shall be printed on the bill and the date rendered shall be the mailing date.

2.11.2 Bills for telephone services may be considered delinquent 15 days after the date the bill is rendered.

2.11.3 Delinquent accounts for which payment has not been received may be terminated 22 days after the date the bill is rendered.

2.11.4 All payments shall be made at or mailed to the office of the Company or to the utility's duly authorized representative.

2.12 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

2.13 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein.

2.14 Late Charge

A late fee of 1.5% per month or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.

2.15 Returned Check Charge

A fee of $25 will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

2.16 Reconnection Charge

A reconnection fee of $25 per occurrence will be charged when service is reestablished for Customers which have been disconnected due to non-payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Computation of Charges

3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. Fractions of a billing increment are rounded up to a full billing increment on a per call basis. Fractions of a cent per minute are rounded up to a full cent on a per call basis.

3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.

3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls.

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

1228 Euclid Avenue, Suite 390
Cleveland, Ohio 44115
(877) 884-6597

Any objection to billed charges should be reported promptly to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

If a Customer accumulates more than One Dollar of undisputed delinquent the Company 800 Service charges, the Company Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Billing Entity Conditions

When billing functions on behalf of the Company or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. The Company's name and toll-free telephone number will appear on the Customer's bill.

3.5 Service Offerings

3.5.1 1+ Dialing

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The customer dials "1+" followed by "ten digits" or dials "101XXXX" followed by "1+ ten digits".

3.5.2 Travel Cards

The Customer utilizes an 11 digit "toll-free" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

3.5.3 Toll-Free Service

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

3.5.4 Reserved for Future Use.

3.5.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

3.5.6 Specialized Pricing Arrangements.

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Discounts may apply based upon volume, affinity group plans, or term plan commitments.

3.5.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.5.8 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations.

SECTION 4 - RATES

4.1 1+ & 101XXXX Dialing

$0.15 per minute. Billed in one minute increments.

A $4.95 per month per number service charge applies.

4.2 Toll Free Service

$0.25 per minute. Billed in one minute increments.

A $10 per month per number service charge applies.

4.3 Travel Cards

$0.25 per minute

4.4 Directory Assistance

$1.15 per call

4.5 Returned Check Charge

$25.00

4.6 Rate Periods

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period		
5 p.m. to 11 p.m.*	Evening Rate Period		Evening Rate Period
11 p.m. to 8 a.m.*	Night/Weekend Rate Period		

* To, but not including

When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded up to the higher cent.

4.7 Payphone Dial Around Surcharge

A dial around surcharge of $.60 per call will be added to any completed intrastate toll access code and subscriber toll-free 800/888 type calls placed from a public or semi-public payphone.

4.8 Universal Service Fund Assessment & Presubscribed Interexchange Carrier Charge

The Customer will be assessed a monthly Universal Service Fund Contribution charge on all telecommunications services, which in no event shall be less than the prevailing contribution percentage rate charged the Company on intrastate traffic by the Universal Service Administrative Company (or any successor) or any state agency or its administrator. A Presubscribed Interexchange Carrier Charge ("PICC") applies on a monthly basis to all Customer monthly bills at the prevailing rate.

4.9 Carrier Cost Recovery Charge

In order to recover costs the Company incurs with regard to TeleRelay service, National Number Portability and Federal Regulatory fees, a $.99 monthly surcharge will be assessed per account per month. This surcharge will appear as a separate line item on your invoice.

SECTION 5 - MINIMUM/MAXIMUM RATES

5.1 1 + Dialing

$0.04 per minute Minimum

$0.25 per minute Maximum

5.2 Toll-Free Service

$0.04 per minute Minimum

$0.25 per minute Maximum

5.3 Travel Cards

$0.04 per minute Minimum

$0.25 per minute Maximum

5.4 Directory Assistance

$0.50 Minimum

$1.50 Maximum

5.5 Payphone Dial Around Surcharge

$0.35 Minimum

$0.60 Maximum

Arizona

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

OF

Broadvox-CLEC, LLC

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by Broadvox-CLEC, LLC with principal offices at1228 Euclid Avenue, Suite 390, Cleveland, Ohio 44115 for services furnished within the State of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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CHECK SHEET

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

SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
Preface	1	Original	2	31	Original
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2	21	Original	4	51	Original
2	22	Original	4	52	Original
2	23	Original	4	53	Original
2	24	Original	4	54	Original
2	25	Original	4	55	Original
2	26	Original	4	56	Original
2	27	Original	4	57	Original
2	28	Original	4	58	Original
2	29	Original	4	59	Original
2	30	Original	4	60	Original

CHECK SHEET, (CONT'D.)

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

SECTION	PAGE	REVISION	SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
4	61	Original	5	93	Original	10	120	Original
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4	64	Original	5	96	Original	10	123	Original
4	65	Original	5	97	Original	10	124	Original
4	66	Original	5	98	Original	10	125	Original
4	67	Original	5	99	Original	10	126	Original
4	68	Original	5	100	Original	10	127	Original
5	69	Original	5	101	Original	10	128	Original
5	70	Original	5	102	Original	10	129	Original
5	71	Original	5	103	Original			
5	72	Original	5	104	Original			
5	73	Original	6	105	Original			
5	74	Original	7	106	Original			
5	75	Original	7	107	Original			
5	76	Original	7	108	Original			
5	77	Original	7	109	Original			
5	78	Original	7	110	Original			
5	79	Original	7	111	Original			
5	80	Original	7	112	Original			
5	81	Original	7	113	Original			
5	82	Original	7	114	Original			
5	83	Original	8	115	Original			
5	84	Original	9	116	Original			
5	85	Original	10	117	Original			
5	86	Original	10	118	Original			
5	87	Original	10	119	Original			
5	88	Original						
5	89	Original						
5	90	Original						
5	91	Original						
5	92	Original						

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

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

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

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by Broadvox-CLEC, LLC, hereinafter referred to as the Company, to Customers within the state of Arizona. Broadvox-CLEC'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 Broadvox-CLEC, LLC at1228 Euclid Avenue, Suite 390, Cleveland, Ohio 44115.

TARIFF FORMAT

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

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

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

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

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

SECTION 1.0 – DEFINITIONS

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

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

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

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

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

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

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

Commission - Arizona Corporation Commission.

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

Company -Broadvox-CLEC, LLC, the issuer of this tariff.

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

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

Customer Terminal Equipment - Terminal equipment provided by the Customer.

SECTION 1.0 - DEFINITIONS, (CONT'D.)

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

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

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

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

ICB - Individual Case Basis.

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

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

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

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

SECTION 1.0 - DEFINITIONS, (CONT'D.)

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

MOU - Minutes of Use.

NECA - National Exchange Carriers Association.

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

PBX - Private Branch Exchange

PIN - Personal Identification Number. See Authorization Code.

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

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

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

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

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

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

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

SECTION 1.0 - DEFINITIONS, (CONT'D.)

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

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

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

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

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

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

SECTION 2.0 - 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

2.1.2.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.

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

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

2.1.3 Terms and Conditions

2.1.3.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.

2.1.3.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.

2.1.3.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.

2.1.3.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.

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

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

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

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

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

2.1.3 Terms and Conditions, (Cont'd.)

2.1.3.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.

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

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

2.1.4 Limitations on Liability

2.1.4.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.

2.1.4.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.

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

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

2.1.4 Limitations on Liability, (Cont'd.)

2.1.4.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:

2.1.4.D.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;

2.1.4.D.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;

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

2.1.4.D.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;

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

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

2.1.4 Limitations on Liability, (Cont'd.)

2.1.4.D. (Cont'd.)

2.1.4.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.

2.1.4.D.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;

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

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

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

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

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

2.1.4 Limitations on Liability, (Cont'd.)

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

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

2.1.4.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.

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

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

2.1.4 Limitations on Liability, (Cont'd.)

2.1.4.I. With respect to Emergency Number 911 Service:

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

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

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

2.1.4 Limitations on Liability, (Cont'd.)

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

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

2.1.5 Notification of Service-Affecting Activities

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

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

2.1.6 Provision of Equipment and Facilities

2.1.6.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.

2.1.6.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.

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

2.1.6.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.

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

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

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

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

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

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

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

2.1.7 Non-routine Installation

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

2.1.8 Special Construction

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

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

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

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

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

E. on an expedited basis;

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

G. involving abnormal costs; or

H. in advance of its normal construction.

2.1.9 Ownership of Facilities

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

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

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

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

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

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

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

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

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

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

2.3.1 General, (Cont'd.)

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

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

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

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

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

2.3.2 Liability of the Customer

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

B. To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other rate sheet of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

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

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

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

2.4.3 Interconnection of Facilities

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

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

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

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

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

2.4.4 Inspections

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

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

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

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

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

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

2.5.2 Billing and Collection of Charges

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

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

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

SECTION 2.0 - 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 does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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

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

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Disputed Bills

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

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

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

2.5.4 Advance Payments

The Company does not collect advance payments.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Deposits

A. The Company does not collect deposits.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Reserved For Future Use

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Discontinuance of Service

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

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

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Discontinuance of Service, (Cont'd.)

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

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

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

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

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

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.7 Cancellation of Application for Service

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

B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).

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

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.8 Changes in Service Requested

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service

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

2.6.1 General

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

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

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

2.6.1 General, (Cont'd.)

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

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

2.6.2 Limitations of Allowances

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

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

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

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

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

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

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

2.6.2 Limitations of Allowances, (Cont'd.)

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

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

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

2.6.3 Use of Another Means of Communications

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

2.6.4 Application of Credits for Interruptions in Service

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

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

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

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

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

D. Interruptions of 24 Hours or Less

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

E. Interruptions Over 24 Hours and Less Than 72 Hours

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

F. Interruptions Over 72 Hours

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

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

2.6.5 Cancellation For Service Interruption

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

2.7 Use of Customer's Service by Others

2.7.1 Joint Use Arrangements

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.8 Cancellation of Service/Termination Liability

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

2.8.1 Termination Liability

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

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

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

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

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

2.9 Transfers and Assignments

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

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

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

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.10 Customer Liability for Unauthorized Use of the Network

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

2.10.1 Customer Liability for Fraud and Unauthorized Use of the Network

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

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

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

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

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

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.11 Notices and Communications

2.11.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

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

2.11.3 Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.11.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.12 Taxes, Fees and Surcharges

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

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

2.12.1 Arizona Universal Service Fund (AUSF)

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

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

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.13 Miscellaneous Provisions

2.13.1 Telephone Number Changes

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

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

2.13.2 Maintenance and Operations Records

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.14 Customer Responsibility

A. Cancellation by Customer

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

SECTION 3.0 - SERVICE AREAS

3.1 Exchange Service Areas

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

SECTION 4.0 - 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 Reserved for Future Use

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)

4.3 Network Exchange Bundled Service

4.3.1 General

Broadvox-CLEC offers basic local exchange service only as part of a bundle or package of telecommunications services. All packages include local service, long distance service (interstate and intrastate toll) and selected custom calling features. Voice Mail and Optional Internet access 1 may be available with some packages at an additional charge. The aforementioned services are only available as part of the bundled service offering and are not available on an individual service basis. Customers will be billed directly by the Company.

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

A. Primary Line

The initial residential local exchange access line per account.

B. Secondary Line

The second or additional residential 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.

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)

4.3 Network Exchange Bundled Service, (Cont'd.)

4.3.1 General, (Cont'd.)

Network Exchange Bundled Service may include the calling features listed below:

These features are offered subject to availability of suitable facilities. Certain features may not be available with all classes of services.

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.

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 allowing a Customer to prioritize and or screen incoming calls. Caller ID records the name, number, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE. In areas where Caller ID with Name is not available, Caller ID, which only displays the incoming telephone number, will be substituted.

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)

4.3 Network Exchange Bundled Service, (Cont'd.)

4.3.1 General, (Cont'd.)

Network Exchange Bundled Service may include the calling features listed below, (cont'd.):

Call Forwarding - Variable - 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 Forwarding with Remote Activation- This service allows Customers who subscribe to Call Forward to access, activate, or deactivate Call Forward from a remote location using a touchtone telephone. 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. After receiving the call which is to be traced, the Customer dials a code and the traced telephone number is automatically sent to the Company for action. The Customer originating the trace will not receive the traced telephone number. The results of the trace will be furnished only to legally constituted law enforcement agencies or authorities upon proper request by them.

Call Blocking- 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. The screening list may be edited and revised at Customer's discretion.

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)

4.3 Network Exchange Bundled Service, (Cont'd.)

4.3.1 General, (Cont'd.)

Network Exchange Bundled Service may include the calling features listed below, (cont'd.):

Caller ID Per Line Blocking- Allows a Customer to prevent the transmission and display of their directory number and/or directory name information on outgoing calls. Line Blocking is in operation on a continuous basis and is applicable on all outgoing calls from Customer's blocked line. Line Blocking does not prevent transmission of the calling party information to emergency services that utilize automatic number identification for delivery of the calling information.

VIP Alert - Allows a customer to program telephone numbers of selected callers, enabling the customer to distinguish certain incoming calls from all others by a distinctive ring tone.

Privacy Service- A feature which intercepts calls that are marked "private" and "out of area," or "unavailable" on Caller ID units. When unidentified callers dial the Subscribers number, they will receive an announcement informing them that the party they are calling does not accept calls from unidentified callers. They will receive a prompt to identify their name or state their intention and the service will then attempt to connect the call. Only if the caller responds will the call be connected.

The Subscriber's Caller ID will display the platform number and the name of the service. If the Subscriber chooses not to take the call the caller will hear a message which states the Subscriber is unavailable.

Privacy Service is offered subject to availability of suitable facilities. This service will be provisioned on a line-by-line basis and Customers with more than one line would need to have the service activated on each line if they want the ability to intercept unknown and blocked calls to each line.

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)

4.3 Network Exchange Bundled Service, (Cont'd.)

4.3.1 General, (Cont'd.)

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 allowing a Customer to prioritize and or screen incoming calls. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call. In areas where Caller ID with Name is not available, Caller ID, which only displays the callers telephone number, will be substituted.

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.

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. The Customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)

4.3 Network Exchange Bundled Service, (Cont'd.)

4.3.2 Arizona Home Edition - Standard Service

Arizona Home Edition is a package of features available to residential customers in conjunction with an individual flat rate or additional flat rate access line. Residence customers are entitled to choose three services/features from the following list in their package.

- Anonymous Call Rejection
- Caller ID – Name and Number
- Call Forwarding Busy Line/Don't Answer
- Call Following
- Call Forwarding Variable
- Selective Call Forwarding
- Call Rejection
- Call Waiting
- Call Waiting ID
- Selective Call Waiting
- Custom Ringing (first Custom Ringing number only)
- Directory Assistance (6 calls above allowance)
- Last Call Return
- Message Waiting Indication – Audible or Audible/Visual
- Three-Way Calling

All terms and conditions specified elsewhere for the respective services/features requested as part of this package shall apply.

a. A customer may choose one or more of the features in the Caller ID Family as one of their selections

b. A customer may choose Call Waiting, Call Waiting ID or Selective Call Waiting from the Call Waiting Family as one of their selections.

c. A customer choosing Caller ID - Name and Number will automatically be provided with Anonymous Call Rejection.

d. All services or features selected in the package can only be provided where technically available and compatible with other features the customer may choose to order.

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)

4.3 Network Exchange Bundled Service, (Cont'd.)

4.3.2 Arizona Home Edition - Standard Service, (Cont'd.)

Rates

Arizona Home Edition will be provided at the following rates:

	MAXIMUM MONTHLY RATE
• Per individual flat rate residence line with three features	$25.00
• Per additional flat rate residence line with three features	30.00

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)

4.3 Network Exchange Bundled Service, (Cont'd.)

4.3.3 Arizona Home Edition - Deluxe Service

Arizona Home – Deluxe Edition is a package of features available to residential customers in conjunction with an individual flat rate or additional flat rate access line. Residence customers subscribing to the package are entitled to unlimited use of the services/features specified below:

- Anonymous Call Rejection
- Caller ID – Name and Number
- Call Forwarding Busy Line/Don't Answer
- Call Following
- Call Forwarding Variable
- Selective Call Forwarding
- Call Rejection
- Call Waiting
- Call Waiting ID
- Selective Call Waiting
- Custom Ringing (first Custom Ringing number only)
- Directory Assistance (6 calls above allowance)
- Last Call Return
- Message Waiting Indication – Audible or Audible/Visual
- Three-Way Calling

All terms and conditions specified elsewhere for the respective services/features requested as part of this package shall apply.

a. A customer may choose one or more of the features in the Caller ID Family as one of their selections

b. A customer may choose Call Waiting, Call Waiting ID or Selective Call Waiting from the Call Waiting Family as one of their selections.

c. A customer choosing Caller ID - Name and Number will automatically be provided with Anonymous Call Rejection.

d. All services or features selected in the package can only be provided where technically available and compatible with other features the customer may choose to order.

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)

4.3 Network Exchange Bundled Service, (Cont'd.)

4.3.3 Arizona Home Edition - Deluxe Service, (Cont'd.)

Rates

Arizona Home Edition – Deluxe Service will be provided at the following rates:

	MAXIMUM MONTHLY RATE
• Per individual flat rate residence line with three features	$40.00
• Per additional flat rate residence line with three features	40.00

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)

4.3 Network Exchange Bundled Service, (Cont'd.)

4.3.3 RESERVED FOR FUTURE USE

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)

4.3 Network Exchange Bundled Service, (Cont'd.)

4.3.4 Arizona Home Edition - Deluxe Service

Package Price for Deluxe Service

	Maximum
Primary Line, per month	$130.00
Secondary Line, per month	$100.00
Service Connection Fee, one time charge per line *	
Primary Line	$130.00
Secondary Line	$100.00

* Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to Broadvox-CLEC.

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)

4.3 Network Exchange Bundled Service, (Cont'd.)

RESERVEED FOR FUTURE USE

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)

4.3 Network Exchange Bundled Service, (Cont'd.)

4.3.5 Business A La Carte Service

Business A La Carte service is targeted at small business Customers and provides options based on the Customers calling patterns and estimated usage. . Customers who subscribe to this service must designate Broadvox-CLEC as the presubscribed carrier for local calling concurrent with enrollment for this service. Business A La Carte provides Customers with the option of selecting Broadvox-CLEC for toll services.

A. Local Exchange Service

.1 Local Access Line

	Maximum
Local Business Line	
Monthly Rate	$120.00
Service Connection Fee, one-time charge per line [1]	
Per Line	$200.00

.2 PBX

	Maximum
Monthly Rate	$120.00
Service Connection Fee, one-time charge per line [1]	
Per Line	$200.00

[1] Service Connection fee is waived for those customers who retain their existing telephone number when switching their service to Broadvox-CLEC. The charge will apply if additional lines are transferred to Broadvox-CLEC after the initial order.

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)

4.3 Network Exchange Bundled Service, (Cont'd.)

4.3.5 Business A La Carte Service, (Cont'd.)

RESERVED FOR FUTURE USE

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)

4.3 Network Exchange Bundled Service, (Cont'd.)

4.3.5 Business A La Carte Service, (Cont'd.)

RESERVED FOR FUTURE USE

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)

4.3 Network Exchange Bundled Service, (Cont'd.)

4.3.5 Business A La Carte Service, (Cont'd.)

RESERVED FOR FUTURE USE

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)

4.3 Network Exchange Bundled Service, (Cont'd.)

4.3.5 Business A La Carte Service, (Cont'd.)

E. Custom/Optional Calling Features

Business A La Carte may include the calling features listed below:

Call Forwarding - Call Forwarding, when activated, redirects attempted terminating calls to another Customer-specific line. The Customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding. 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 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 an 8 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 allowing a Customer to prioritize and or screen incoming calls. Caller ID records the number, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE.

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 callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call. Customers must actively choose this feature on a line-by-line basis. Call Waiting is not available on lines enabled for Rotary Hunting.

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)

4.3 Network Exchange Bundled Service, (Cont'd.)

4.3.5 Business A La Carte Service, (Cont'd.)

E. Custom/Optional Calling Features, (Cont'd.)

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. The Customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy. This feature is available at no charge but must be requested by the Customer.

a. Maximum rates

.1	Monthly Rates, per Feature:	$15.00
.2	Monthly Rate, Feature Pack, (3 or more features):	$45.00

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)

4.3 Network Exchange Bundled Service, (Cont'd.)

4.3.6 Arizona Business Edition - Standard Service

Business Edition - Standard is a package of features available to business customers in conjunction with an individual flat rate or additional flat rate access line. Business customers subscribing to the package are entitled to choose three services/features from the following list in their package.

- Anonymous Call Rejection
- Caller ID - Name and Number
- Call Forwarding Busy Line
- Call Forwarding Busy Line/Don't Answer
- Call Forwarding Don't Answer
- Call Forwarding Variable
- Remote Access Forwarding
- Call Transfer
- Call Waiting
- Call Waiting ID
- Selective Call Waiting
- Custom Ringing
- Directory Assistance (6 calls above allowance)
- Last Call Return
- Message Waiting Indication – Audible or Audible/Visual
- Three-Way Calling

Terms and Conditions

a. All terms and conditions specified elsewhere for the respective services/features requested as part of this package shall apply.

b. A customer choosing Caller ID - Name and Number will automatically be provided with Anonymous Call Rejection.

c. A customer may choose one or more compatible features in the Call Forwarding Family as one of their selections.

d. A customer may choose Call Waiting, Call Waiting ID or Selective Call Waiting from the Call Waiting Family as one of their selections. They may add Long Distance Alert as part of that selection.

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)

4.3 Network Exchange Bundled Service, (Cont'd.)

4.3.6 Arizona Business Edition - Standard Service, (Cont'd.)

Terms and Conditions, (Cont'd.)

e. A customer who chooses Voice Messaging Service will also be provided with Call Forwarding Busy Line/Don't Answer, Easy Access and Message Waiting Indication as part of their Voice Messaging Service selection. A customer who wishes to use another provider's Voice Messaging Service will be provided with Call Forwarding Busy Line/Don't Answer, Easy Access and Message Waiting Indication and it will not be counted as one of their three selections of features/services.

f. All services or features selected in the package can only be provided where technically available and compatible with other features the customer may choose to order.

g. Customers selecting Directory Assistance may make six calls above the allowance to the Company's 411 service.

Rates and Charges

a. The monthly rate that follows includes a business individual flat rate or additional flat rate line as specified in 4.3.5A, preceding. Where applicable, incremental charges, apply.

b. Normal nonrecurring charges associated with the line as specified in 4.3.5, preceding, apply where the Company's Business is provided in association with the installation of a new business individual or additional flat rate line or the move of a business individual or additional flat rate line from one location to another.

c. Any mandated charges or special surcharges, e.g., 911, TDD, EUCL, Telephone Assistance Plan, will apply to Add-A-Line under the same terms as a flat rate business line.

d. Arizona Business Edition - Standard Service will be provided at the following rate:

	MAXIMUM MONTHLY RATE
Per individual or additional flat rate business line	$75.00

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)

4.3 Network Exchange Bundled Service, (Cont'd.)

4.3.7 Arizona Business Edition - Deluxe Service

Business Edition - Deluxe is a package of features available to business customers in conjunction with an individual flat rate or additional flat rate access line. Business customers subscribing to the package are entitled to unlimited use of the services/features specified below:

- Anonymous Call Rejection
- Caller ID - Name and Number
- Call Forwarding Busy Line
- Call Forwarding Busy Line/Don't Answer
- Call Forwarding Don't Answer
- Call Forwarding Variable
- Remote Access Forwarding
- Call Transfer
- Call Waiting
- Call Waiting ID
- Selective Call Waiting
- Custom Ringing
- Directory Assistance (6 calls above allowance)
- Last Call Return
- Message Waiting Indication – Audible or Audible/Visual
- Three-Way Calling

Terms and Conditions

a. All terms and conditions specified elsewhere for the respective services/features requested as part of this package shall apply.

b. A customer choosing Caller ID - Name and Number will automatically be provided with Anonymous Call Rejection.

c. A customer may choose one or more compatible features in the Call Forwarding Family as one of their selections.

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)

4.3 Network Exchange Bundled Service, (Cont'd.)

4.3.7 Arizona Business Edition - Deluxe Service, (Cont'd)

Terms and Conditions, (Cont'd.)

d. A customer may choose Call Waiting, Call Waiting ID or Selective Call Waiting from the Call Waiting Family as one of their selections. They may add Long Distance Alert as part of that selection.

e. A customer who chooses Voice Messaging Service will also be provided with Call Forwarding Busy Line/Don't Answer, Easy Access and Message Waiting Indication as part of their Voice Messaging Service selection. A customer who wishes to use another provider's Voice Messaging Service will be provided with Call Forwarding Busy Line/Don't Answer, Easy Access and Message Waiting Indication and it will not be counted as one of their three selections of features/services.

f. All services or features selected in the package can only be provided where technically available and compatible with other features the customer may choose to order.

g. Customers selecting Directory Assistance may make six calls above the allowance to the Company's 411 service.

Rates and Charges

a. The monthly rate that follows includes a business individual flat rate or additional flat rate line as specified in 4.3.5A, preceding. Where applicable, incremental charges, apply.

b. Normal nonrecurring charges associated with the line as specified in 4.3.5, preceding, apply where the Company's Business is provided in association with the installation of a new business individual or additional flat rate line or the move of a business individual or additional flat rate line from one location to another.

c. Any mandated charges or special surcharges, e.g., 911, TDD, EUCL, Telephone Assistance Plan, will apply to Add-A-Line under the same terms as a flat rate business line.

d. Arizona Business Edition - Deluxe will be provided at the following rate:

	MAXIMUM MONTHLY RATE
Per individual or additional flat rate business line	$100.00

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES

5.1 Service Order and Change Charges

Non-recurring charges apply to processing Service Orders for new service and for changes in service.

5.1.1 Service Order Charges

	Maximum Rates	
	Residence	**Business**
Primary and Secondary Service Connection Charge	$50.00	$80.00
Transfer of Service Charge, Primary Line	$110.00	$130.00
Transfer of Service Charge, Secondary Line	$110.00	$130.00
Technician Dispatch Charge (or Trouble Isolation Charge)	$160.00	$160.00
Service Order Charge	$30.00	$30.00
Premises Visit Charge, first 15 minutes	80.00	80.00
Premises Visit Charge, add'l 15 minutes	60.00	60.00

5.1.2 Change Order Charges:

Telephone Number Change Order	$20.00	$55.00
Feature or Feature Pack Change Order	$20.00	$55.00
Toll Restriction Fee Order	$20.00	$55.00
Listing Change Charge	$20.00	$55.00
Home Edition Change Charge	$20.00	$55.00

5.1.3 Record Change Charges

Record Order Charge	15.00	45.00

5.1.4 Miscellaneous Charges

Duplicate Invoice	$25.00	$25.00
Call Detail Report	$25.00	$25.00

Service Connection Fees are listed with the rates for the specific service tariffed.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.1 Service Order and Change Charges, (Cont'd.)

5.1.5 Service Order Charges – Definitions

Primary Service Connection Charge - applies to requests for initial connection or establishment of telephone service to the Company.

Secondary Service Connection Charge - applies to the second or additional line of a new access line installation and connection and customer requests for an inside move, change or addition to regular service. This charge applies only when the second or additional line is ordered simultaneously with the initial connection for service.

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 (or Trouble Isolation) Charge - A separate Technician Dispatch Charge (or Trouble Isolation 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.

Service Order Charge - This charge, applicable to Business Customers only, applies to customer-requested changes in service not covered specifically on other identified non-recurring service order and change charges. This charge is applied in cases where Hunting is added after the initial order is placed.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.1 Service Order and Change Charges, (Cont'd.)

5.1.6 Change Order Charges – Definitions

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:

Feature or Feature Pack Change Order - applies when a customer requests a change, adding or removing a feature or feature pack.

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.

Long Distance Minutes Pack Change Order - applies to residential Customers who request/order a change to add or delete an LD Minutes Pack.

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.

Home Edition Change Charge - applies when a residential Customer requests/orders a change in service from Home Edition- Basic Service to Home Edition- Standard Service or from Home Edition - Standard Service to Home Edition - Basic Service.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.1 Service Order and Change Charges, (Cont'd.)

5.1.7 Record Change Charges – Definitions

A Record Change charge applies when a Customer requests/orders a change to Company records such as adding/changing a name on said Customer's account, changing billing address or contact information, adding/changing the person(s) authorized to make changes on said Customer's account.

5.1.8 Miscellaneous Charges – Definitions

Duplicate Invoice - applies each time a Customer requests an additional copy of a current bill or invoice.

Call Detail Report - applies each time a Customer requests local call detail for a given month.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.2 Reserved For Future Use

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.2 Reserved For Future Use

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.3 Restoration of Service

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

	Maximum Rates	
	Residence	**Business**
Per occasion, per line	$50.00	$110.00

5.4 Temporary Suspension/Restoration of Service

Upon the request of the customer, service may be temporarily suspended. Suspension of service may begin or terminate on any day of the month provided notice is given sufficiently in advance for arrangements to be made. Service will be disconnected to the extent necessary to assure than no inward or outward service will be available during the period of suspension.

	Maximum Rates	
	Residence	**Business**
Nonrecurring charge, per line suspended	$20.00	$55.00
Recurring charge, per line suspended	50% of regular service rates	
Nonrecurring charge, per line restored	$20.00	$55.00

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.5 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, not presubscribed to the Company, 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. 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.

Maximum Rate Per Call: $1.00

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.6 Optional Calling Features

The features in this section are made available to Residential and Business 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 some uses in some cases.

5.6.1 Feature Descriptions

Return Call: Allows a Customer to return the most recent incoming call and, after dialing a code, hear an announcement of the last telephone number that called. If the Customer wishes to return the call right away, voice prompts will instruct the Customer to dial a certain digit and the call will automatically be returned.

Call Trace: Allows a Customer to initiate an automatic trace of the last call received. After receiving the call which is to be traced, the Customer dials a code and the traced telephone number is automatically sent to the Company. The Customer using Call Trace is required to contact the Company for further action. The Customer originating the trace will not receive the traced telephone number. The results of a trace will be furnished only to legally constituted authorities upon proper request by them.

Repeat Dialing: Permits the Customer to redial automatically the last number dialed.

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. The Customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.6 Optional Calling Features, (Cont'd.)

5.6.1 Feature Descriptions, (Cont'd.)

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. Customers who choose per line blocking for the first time will not be charged the nonrecurring charge. After the first time, customers requesting per line blocking will pay a nonrecurring charge for each line equipped with per line blocking. Per line blocking will be provided free to law enforcement and domestic violence agencies and individual victims of domestic violence upon request.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.6 Optional Calling Features, (Cont'd.)

5.6.2 Maximum Rates

FEATURE	Residential Monthly Maximum	Business Monthly Maximum
Speed Calling		
8 Number	12.00	12.00
30 Number	12.00	12.00
Call Forwarding		
Variable	12.00	12.00
Busy Line (Expanded)	12.00	12.00
Busy Line (Overflow)	12.00	12.00
Busy Line (Programmable)	12.00	12.00
Don't Answer	12.00	12.00
Don't Answer (Expanded)	12.00	12.00
Don't Answer (Programmable)	12.00	12.00
Busy Line/Don't Answer	12.00	12.00
Busy Line (External)/DA	12.00	12.00
Call Rejection	12.00	12.00
Call Waiting	12.00	12.00
Call Transfer	12.00	12.00
Caller ID		
Name and Number	12.00	12.00
Number	12.00	12.00
Continuous Redial	12.00	12.00
Distinctive Alert	12.00	12.00
Hot Line	12.00	12.00
Priority Call	12.00	12.00
Remote Access Forwarding	12.00	12.00
Selective Call Forwarding	12.00	12.00

FEATURE	Residential		Business	
	Per Use	Monthly Maximum	Per Use	Monthly Maximum
Call Tracing - per use	$4.00	$12.00	$4.00	$12.00
Repeat Call (*66) - per use	$1.50	$12.00	$1.50	$12.00
Return Call (*69) - per use	$1.50	$12.00	$1.50	$12.00
Three Way Calling - per use	$1.50	$12.00	$1.50	$12.00

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.7 Directory Assistance Services

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A Customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

5.7.1 Basic Directory Assistance

The rates specified following apply when Customers request company assistance in determining telephone numbers of Customers who are located in the same local service area or who are not located in the same local service area but who are located within the same NPA.

There are no call allowances for Directory Assistance.

Charges will not apply for calls placed from hospital services or calls placed from telephones where the Customer or, in the case of residence service, a member of the Customer's household, has been affirmed in writing as unable to use a Company provided directory because of a visual, physical or reading handicap.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.7 Directory Assistance Services, (Cont'd.)

5.7.2 Directory Assistance Call Completion

Directory Assistance Call Completion (DACC) is a service that provides customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the Directory Assistance operator. The call may be completed automatically or by the Directory Assistance operator.

The DACC portion of the call may either be billed in the same manner as the DA portion or alternately billed by using a calling card, billing to a third number, or collect. All operator-handled charges, as specified in 5.8, apply as appropriate.

There are no allowances for DACC, however, the Directory Assistance portion of the call is still governed by the appropriate call allowance as stated in Section 5.7.1.

For local and intraLATA calls, charges for DACC service are not applicable to calls placed by those customers with reading, visual, or physical handicaps.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.7 Directory Assistance Services, (Cont'd.)

5.7.3 National Directory Assistance Service

National Directory Assistance Service is provided to customers of the Company for the purpose of requesting telephone numbers of individuals or businesses who are located outside the customer's local Directory Assistance service area.

There are no call allowances or exemptions for National Directory Assistance.

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

This service may be alternately billed by using a calling card, billing to a third number, or collect. Operator-handled charges, as specified in 5.8, apply as appropriate.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.7 Directory Assistance Services, (Cont'd.)

5.7.4 Maximum Rates

A. Basic Directory Assistance

	Per query
Local Directory Assistance	
Direct dialed (in excess of allowance)	$2.00
Via operator (no allowance)	$3.00

B. Directory Assistance Call Completion

Per completed call	$1.00

C. National Directory Assistance

Direct dialed	$2.00

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.8 Local Operator Service

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Operator Station - These charges apply in addition to usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.

Person-to-Person - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.8 Local Operator Service, (Cont'd.)

5.8.1 Maximum Local and IntraLATA Per Call Service Charges:

Customer Dialed Calling Card	$4.50
Customer Dialed/Operator Assisted Calling Card	$6.05
Collect	$3.30
Third Party Billed	$3.30
Person-to-Person	$6.50

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.9 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. 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 identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

5.9.1 Maximum Rates

	Per call
Busy Line Verification, per request	$3.00
Emergency Interruption	$6.00

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.10 Directory Listing Service

5.10.1 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.

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

5.10.2 Listings

A. Primary Listing

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

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.10 Directory Listing Service, (Cont'd.)

5.10.2 Listings, (Cont'd.)

B. Additional Listings

Additional listings may be the listings of individual names of those entitle to use the customer's service or , for business, Departments, Divisions, Tradenames, etc.

In connection with business and residence service, regular additional listings are available only in the names of Authorized Users of the Customer's service.

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. However, when it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing will be permitted under the address of a branch exchange, Centrex or extension of an exchange service line installed on the premises of the Customer, but at an address different from that of the attendant position of main service.

Business additional listings are not permitted in connection with residence service. Residence additional listings are also permitted in connection with business service which is located in a residence and for permanent or season guests residing in a hotel or club.

A residence dual name additional listing is comprised of a surname, two first names, address and telephone number. A residence dual name additional listing may be provided for two persons who share the same surname and reside at the same address, or for a person known by two first names.

Special types of additional listings, such as Alternate, Alpha and Informational, Duplicate and Reference Listings, Foreign Listings, etc. take the same business or residence classification as the service with which such listings are furnished.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.10 Directory Listing Service, (Cont'd.)

5.10.2 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.

Non published information may be released to emergency service providers, to customers who subscribe to Company offerings which require the information to provide service and/ or bill their clients, or, to telephone customers who are billed for calls placed to or from nonpublished numbers and to entities which collect for the billed services. Nonpublished names and/or telephone numbers may also be delivered to customers on a call-by-call basis.

Incoming calls to nonpublished service will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice not withstanding any claim the calling party may present, except claims of emergencies involving life and death. In such cases, the Company will call the non-published number and request permission to make an immediate connection to the calling party.

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

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

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.10 Directory Listing Service, (Cont'd.)

5.10.2 Listings, (Cont'd.)

D. Nonlisted Service

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

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

The Company will only complete calls to a nonlisted number, if requested by a caller, during the course of a directory assistance call completion service.

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

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

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.10 Directory Listing Service, (Cont'd.)

5.10.2 Listings, (Cont'd.)

E. Toll-Free Directory Listings

Where available, a listing which references the Toll Free Number for a Business customer will be made available.

F. Straight Line Under Directory Listing

A business listing where one or more listings are indented under an original listing of the same customer without repetition of the name.

G. Caption and Subcaption Directory Listings

Two or more business listings may be placed under a caption consisting of the name of the customer or of any of the parties which the customer is entitled to list together with a designation or title where the name is not indicative of the business or profession. One or more sub captions may be furnished under a caption, each sub caption consisting of a directive heading which serves to identify two or more listings placed thereunder, where this grouping is necessary for the proper routing of calls.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.10 Directory Listing Service, (Cont'd.)

5.10.3 Maximum Rates and Charges

	Per Month
Primary Listings	$0.00
Change in Primary Listing	
Business, each	-----
Residence, each	-----
Additional Listings	
Business, each	$6.00
Residence, each	$3.00
Nonlisted Service	
Business, each	$3.00
Residence, each	$3.00
Nonpublished Service	
Business, each	$3.60
Residence, each	$3.80
Toll-Free Directory Listings	
Business, each	$30.00
Residence, each	N/A
Straight Line Under Listings	
Business, each	$10.00
Residence, each	N/A
Captions and Subcaptions Listings	
Business, each	$10.00
Residence, each	N/A

For non-recurring charges associated with a customer-initiated change in a directory listing, see Section 10.2.1 of this tariff.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.11 Carrier Presubscription

5.11.1 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.

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

Option A: Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.

Option B: Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.

Option C: Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.

Option D: Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription.

Option E: Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customer's primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.

Option F: Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.11 Carrier Presubscription, (Cont'd.)

5.11.3 Rules and Regulations

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

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

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 5.11.5 below:

5.11.4 Presubscription Procedures

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

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

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 5.11.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.11 Carrier Presubscription, (Cont'd.)

5.11.5 Presubscription Charges

A. Application of Charges

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

B. Maximum Nonrecurring Charges

Per business or residence line, trunk, or port: $10.00

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.12 Intercept Referral Service

5.12.1 General

Intercept Referral Service is a service used when a Customer disconnects service or changes telephone numbers. Calls to the intercepted telephone number are referred to an operator or a recorded message. Intercept services are offered for periods up to three (3) months for residential Customers and up to twelve (12) months for business Customers. Service is available subject to the availability of facilities and the disconnected number. The following Intercept services are available.

Basic Intercept Referral Service - Basic Intercept Service includes all intercept recordings that do not provide the new telephone number information.

New Number Referral Service - New Number Referral Service includes all intercept recordings that provide the new telephone number information.

Split Referral Intercept Service - Split Referral Intercept Service provides for calls to the disconnected number to be routed to the operator who will challenge the incoming call and provide the new number information dependent on the caller's response. The minimum billing period for this service is three months.

5.12.2 Maximum Rates

Basic Intercept Service is provided at no charge.

New Number Referral Service is provided at no charge.

Split Referral Intercept Service

	Business	Residence
Three months	$250.00	$80.00
Six months	$490.00	n/a
Nine months	$730.00	n/a
Twelve months	$980.00	n/a

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.13 Toll Restriction Service

Provides for Exchange Access lines or trunks to be restricted from dialing billable toll calls. Local directory assistance calls are allowed. This service is offered subject to the availability of facilities to individual line residence, individual line business and dial switching type customers. Provision of toll restriction does not alleviate customer responsibility for completed toll calls.

Toll Restriction may include Billed Number Screening (BNS) for residential customers. BNS prohibits collect and/or third number billed calls from being charged to BNS equipped numbers. Some calls, originating from locations that do not have screening capabilities, may not be capable of being intercepted and denied. These calls will be billed to the customer if completed.

5.13.1 Maximum Rates

	Residence	**Business**
Nonrecurring charge, per line	$12.00	$55.00
Monthly, per line	-----	$10.00

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.14 900 Service Access Restriction

900 Service Access Restriction enables residence or business exchange access line customers to prohibit dialing of calls with the 900 prefix. Customers who choose this service will also be restricted from calling calls with the prefix of 976 and 676. This service is offered only where facilities permit and is only available on direct dialed calls.

5.14.1 Maximum Rates

	Residence	Business
Nonrecurring charge, per line	$0.00	$0.00
Monthly rate, per line	$0.00	$0.00

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.15 Blocking for 10XXX1+/10XXX011+

This service prevents 10XXX1+ and 10XXX011+ calls from being completed and is offered subject to the availability of facilities. Provision of this service does not alleviate customer responsibility for completed toll calls.

5.15.1 Maximum Rates

	Nonrecurring Charge	Monthly Rate
Per line or trunk arranged	$6.00	$0.20

SECTION 6.0 - LONG DISTANCE SERVICES

6.1 General

Rates and regulations for the Company's Long Distance Services may be found in the Company's **Arizona Tariff No. 1.**

SECTION 7 – ADVANCED SERVICES

7.1 Direct Inward Dial (DID) Service

DID service is an optional feature which can be purchased in conjunction with Company-provided Basic Trunks or Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID numbers apply in addition to charges specified for Basic Trunks or Digital Trunks.

So the Company may efficiently manage its number resource, the Company, at its sole discretion, reserves the right to limit the quantity of DID numbers a Customer may obtain. Requests for 300 or more DID numbers must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.

The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

DID Numbers	Maximum Monthly Rates
Block of 20 DID Numbers	6.00
Individual DID Number	0.30
DID Trunk Termination	90.00

SECTION 7 – ADVANCED SERVICES

7.2 Advanced Service Packages

7.2.1 ISDN PRI Service with Unlimited Local Calling

ISDN PRI offers an array of value-added features, such as calling number identification and call-by-call selection that enhance productivity. ISDN PRI is configured with 23 64 Kbps bi-directional B (Bearer) channels and one 64 Kbps D (Data) channel. Unique to ISDN PRI is its ability to designate the D channel to handle all of the signaling and call control requirements and leave the remaining 23 B channels free for any mix of circuit-switched voice and data.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

ISDN PRI includes the following non-optional Feature Package: Inbound Calling Line ID-Name & Number and Call by Call Selection.

Regional Toll and Long Distance Services must be PIC'd to the Company. These rates are in addition to ISDN PRI and DS1 rates below.

Recurring Charges

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

Non-Recurring Charges

	Non-Recurring Charge		
	12 Months	24 Months	36 Months
First Line	ICB	ICB	ICB
Each Add'l Line	ICB	ICB	ICB

Expedite Service Charge[1]	Per PRI ICB	
Order Supplement Charge[2]	First Change	Subsequent Change
Verizon	ICB	ICB
Order Cancellation Charge[Error! Bookmark not defined.]	Per PRI ICB	

[1] Expedite Service Charges apply when customer requests installation of service in less time than normal installation interval of 30 business days.

[2] Order Supplement Charges apply when a change of the Requested Service Date is requested by customer. A change of requested service date must be within 30 days of the previous requested service date. In no event will the Company be obligated to accept more than three (3) changes to a requested service date. The service will be deemed canceled upon the fourth (4) such request and applicable Order Cancellation Charges will apply.

SECTION 7 – ADVANCED SERVICES

7.2 Advanced Service Packages, (Cont'd.)

7.2.2 Digital DS-1 PBX Service with Unlimited Local Calling

This service provides a trunk side DS1 electrical interface from the customer's digital PBX system to a digital port on a local Company switch for the origination and termination of calls. Traffic to and from the digital PBX can be received or dialed directly from any PBX station without the need for an attendant.

These digital trunks deliver a high-speed DS1 (T1) connection between your PBX and the Company network. There are up to 24 channels on one facility, each of which can be used to place or receive calls. This multi-channel capability dramatically reduces the need for additional PBX circuit cards.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

Regional Toll and Long Distance Services must be PIC'd to the Company. These rates are in addition to ISDN PRI and DS1 rates below.

Monthly Recurring Charges

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

Non-Recurring Charges

	Non-Recurring Charge		
	12 Months	24 Months	36 Months
First Line	ICB	ICB	ICB
Each Add'l Line	ICB	ICB	ICB

Expedite Service Charge[3]	Per DS1	
SBC/Pacific Bell	ICB	
Order Supplement Charge[4]	First Change	Subsequent Change
	ICB	ICB
Order Cancellation Charge[Error! Bookmark not defined.]	Per DS1	
	ICB	

[3] Expedite Service Charges apply when customer requests installation of service in less time than normal installation interval of 30 business days.

[4] Order Supplement Charges apply when a change of the Requested Service Date is requested by customer. A change of requested service date must be within 30 days of the previous requested service date. In no event will the Company be obligated to accept more than three (3) changes to a requested service date. The service will be deemed canceled upon the fourth (4) such request and applicable Order Cancellation Charges will apply.

SECTION 7 – ADVANCED SERVICES

7.2 Advanced Service Packages, (Cont'd.)

7.2.3 ISDN PRI Service with Unlimited Local Calling and Bundled Toll/LD Service

ISDN PRI offers an array of value-added features, such as calling number identification and call-by-call selection that enhance productivity. ISDN PRI is configured with 23 64 Kbps bi-directional B (Bearer) channels and one 64 Kbps D (Data) channel. Unique to ISDN PRI is its ability to designate the D channel to handle all of the signaling and call control requirements and leave the remaining 23 B channels free for any mix of circuit-switched voice and data.

This product is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

The Unlimited Local Calling and Bundled Toll/LD Service Products are offered with six different increments of Toll/LD Minutes of Use: 5,000, 10,000, 15,000, 30,000, 50,000 and 100,000. Installation charges are included in the monthly recurring charges. Regional Toll and Long Distance Services must be PIC'd to the Company.

ISDN PRI with Unlimited Local and Bundled 5,000 Long Distance MOU
This package includes unlimited local and 5,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 5,000 MOUs (including regional toll). Usage over the selected LD package will be billed at $0.049 per minute.

Monthly Recurring Charge		
12 Months	24 Months	36 Months
ICB	ICB	ICB

ISDN PRI with Unlimited Local and Bundled 10,000 Long Distance MOU
This package includes unlimited local and 10,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 10,000 MOUs (including regional toll). Usage over the selected LD package will be billed at $0.049 per minute.

Monthly Recurring Charge		
12 Months	24 Months	36 Months
ICB	ICB	ICB

SECTION 7 – ADVANCED SERVICES

7.2 Advanced Service Packages, (Cont'd.)

7.2.3 ISDN PRI Service with Unlimited Local Calling and Bundled Toll/LD Service, (Cont'd.)

ISDN PRI with Unlimited Local and Bundled 15,000 Long Distance MOU
This package includes unlimited local and 15,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 15,000 MOUs (including regional toll). Usage over the selected LD package will be billed at $0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

ISDN PRI with Unlimited Local and Bundled 30,000 Long Distance MOU
This package includes unlimited local and 30000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 30,000 MOUs (including regional toll). Usage over the selected LD package will be billed at $0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
SBC/Pacific Bell Area	ICB	ICB	ICB

ISDN PRI with Unlimited Local and Bundled 50,000 Long Distance MOU
This package includes unlimited local and 50,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 50,000 MOUs (including regional toll). Usage over the selected LD package will be billed at $0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

ISDN PRI with Unlimited Local and Bundled 100,000 Long Distance MOU
This package includes unlimited local and 100,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 100,000 MOUs (including regional toll). Usage over the selected LD package will be billed at $0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

SECTION 7 – ADVANCED SERVICES

7.2 Advanced Service Packages, (Cont'd.)

7.2.4 Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service

This service provides a trunk side DS1 electrical interface from the customer's digital PBX system to a digital port on a local Company switch for the origination and termination of calls. Traffic to and from the digital PBX can be received or dialed directly from any PBX station without the need for an attendant.

These digital trunks deliver a high-speed DS1 (T1) connection between your PBX and the Company network. There are up to 24 channels on one facility, each of which can be used to place or receive calls. This multi-channel capability dramatically reduces the need for additional PBX circuit cards.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

The Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service Products are offered with six different increments of Toll/LD Minutes of Use: 5,000, 10,000, 15,000, 30,000, 50,000 and 100,000. Installation charges are included in the monthly recurring charges. Regional Toll and Long Distance Services must be PIC'd to the Company.

<u>ISDN DS1 with Unlimited Local and Bundled 5,000 Long Distance MOU</u>
This package includes unlimited local and 5,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 5,000 MOUs (including regional toll). Usage over the selected LD package will be billed at $0.049 per minute.

Monthly Recurring Charge		
12 Months	24 Months	36 Months
ICB	ICB	ICB

<u>ISDN DS1 with Unlimited Local and Bundled 10,000 Long Distance MOU</u>
This package includes unlimited local and 10,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 10,000 MOUs (including regional toll). Usage over the selected LD package will be billed at $0.049 per minute.

Monthly Recurring Charge		
12 Months	24 Months	36 Months
ICB	ICB	ICB

SECTION 7 – ADVANCED SERVICES

7.2 Advanced Service Packages, (Cont'd.)

7.2.4 Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service, (Cont'd.)

ISDN DS1 with Unlimited Local and Bundled 15,000 Long Distance MOU
This package includes unlimited local and 15,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 15,000 MOUs (including regional toll). Usage over the selected LD package will be billed at $0.049 per minute.

Monthly Recurring Charge		
12 Months	24 Months	36 Months
ICB	ICB	ICB

ISDN DS1 with Unlimited Local and Bundled 30,000 Long Distance MOU
This package includes unlimited local and 30000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 30,000 MOUs (including regional toll). Usage over the selected LD package will be billed at $0.049 per minute.

Monthly Recurring Charge		
12 Months	24 Months	36 Months
ICB	ICB	ICB

ISDN DS1 with Unlimited Local and Bundled 50,000 Long Distance MOU
This package includes unlimited local and 50,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 50,000 MOUs (including regional toll). Usage over the selected LD package will be billed at $0.049 per minute.

Monthly Recurring Charge		
12 Months	24 Months	36 Months
ICB	ICB	ICB

ISDN DS1 with Unlimited Local and Bundled 100,000 Long Distance MOU
This package includes unlimited local and 100,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 100,000 MOUs (including regional toll). Usage over the selected LD package will be billed at $0.049 per minute.

Monthly Recurring Charge		
12 Months	24 Months	36 Months
ICB	ICB	ICB

SECTION 7 – ADVANCED SERVICES

7.2 Advanced Service Packages, (Cont'd.)

7.2.5 ISDN BRI Service

ISDN BRI (Basic Rate Interface) uses standard "twisted pair" cables and is nearly three times faster than a 56K dial up line. ISDN PRI (Primary Rate Interface) uses a 1.544 Mbps digital transport facility (T1). Both services provide the superior clarity of digital transmission, a high-speed data interface and sufficient bandwidth capacity to fulfill your current and future communication needs.

ISDN BRI consists of two 64 Kbps B (Bearer) channels and one 16 Kbps D (Data) channel. Each B channel has the ability to integrate voice, data, image and video. The B channels may be kept separate or bonded together to deliver 128 Kbps.

Monthly Recurring Charges

		Monthly Recurring Charge[5]
ISDN Basic Exchange Digital Line, each		$10.00
ISDN Basic Exchange Circuit Switched Voice		
	First Line	n/a
	Second Line	2.00
ISDN Basic Exchange Circuit Switched Data, each		2.00
ISDN Basic Exchange Alternate Circuit Switched Voice/Data,each		2.00

[5] These ISDN BRI rates are a supplement to individual Message Rate Service.

SECTION 7 – ADVANCED SERVICES

7.2 Advanced Service Packages, (Cont'd.)

7.2.6 Digital Centrex Service

Digital Centrex Service delivers superior performance, PBX-like functionality including abbreviated dialing, and is compatible with many telephone sets. Each user has a unique seven-digit direct telephone number and customized features. The service is affordable, power failure safe and provides a scalable platform for future growth and technology.

Monthly Recurring Charges

Contract Length	Monthly Recurring Charge
12 months – Assume Dial 9	26.61
12 months	23.15
24 months	21.05
36 months	17.59
60 months	16.51
84 months	15.80

NOTES FOR ALL ADVANCED SERVICES: Availability of services must be verified with the Company based on customer address and NPA-NXX. Rates do not included FCC End User Charge, FCC Port Charge, or other surcharges and taxes. Minimum service period is 12 months. If service is cancelled prior to the end of the contract, a termination charge will be calculated as follows: a. The average of the sum of all line charges on three previous Company invoices to the customer (excluding taxes) multiplied by the number of months remaining in the term agreement.

SECTION 8 - SPECIAL ARRANGEMENTS

8.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

ICB will be filed with the Communications Division of the Commission.

SECTION 9 - PROMOTIONAL OFFERINGS

9.1 Special Promotions

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

SECTION 10 - CURRENT PRICE LIST

10.1 Basic Services and Rates

10.1.1 Network Exchange Bundled Service

A. Arizona Home Edition - Standard Service

Arizona Home Edition will be provided at the following rates:

	MONTHLY RATE
• Per individual flat rate residence line with three features	$12.81
• Per additional flat rate residence line with three features	15.99

B. Arizona Home Edition - Deluxe Service

Arizona Deluxe Edition will be provided at the following rates:

	MONTHLY RATE
• Per individual flat rate residence line with three features	$19.81
• Per additional flat rate residence line with three features	22.99

SECTION 10.0 - CURRENT PRICE LIST, (CONT'D.)

10.1 Basic Services and Rates, (Cont'd.)

10.1.1 Network Exchange Bundled Service, (Cont'd.)

D. Business A La Carte Service

Business A La Carte service is targeted at small business Customers and provides options based on the Customers calling patterns and estimated usage. Customers who subscribe to this service must designate Broadvox-CLEC as the presubscribed carrier for local calling concurrent with enrollment for this service. Business A La Carte provides Customers with the option of selecting Broadvox-CLEC for toll services.

Local Exchange Service

Local Access Line

Local Business Line	
Monthly Rate, per line	$30.40
Service Connection Fee, one-time charge per line*	
Per Line	$42.50

PBX Trunk

Monthly Rate	$38.51
Service Connection Fee, one-time charge per line*	
Per Line	$56.00

* Service Connection fee is waived for those customers who retain their existing telephone number when switching their service to Broadvox-CLEC. The charge will apply if additional lines are transferred to Broadvox-CLEC after the initial order.

* Service Connection fee is waived for those customers who retain their existing telephone number when switching their service to Broadvox-CLEC. The charge will apply if additional lines are transferred to Broadvox-CLEC after the initial order.

SECTION 10.0 - CURRENT PRICE LIST, (CONT'D.)

10.1 Basic Services and Rates, (Cont'd.)

10.1.1 Network Exchange Bundled Service, (Cont'd.)

D. Arizona Business Edition - Standard Service

Arizona Business Edition - Standard Service will be provided at the following rate:

	MONTHLY RATE
Per individual or additional flat rate business line	$39.99

E. Arizona Business Edition - Deluxe Service

Arizona Business Edition - Deluxe will be provided at the following rate:

	MONTHLY RATE
Per individual or additional flat rate business line	$49.99

SECTION 10.0 - CURRENT PRICE LIST, (CONT'D.)

10.1 Basic Services and Rates, (Cont'd.)

10.1.2 Direct Inward Dial (DID) Service

	Monthly Recurring
DID Numbers	
Block of 20 DID Numbers	3.00
Individual DID Number	0.15
DID Trunk Termination	45.00

10.1.3 Advanced Services

RESERVED FOR FUTURE USE

SECTION 10.0 - CURRENT PRICE LIST, (CONT'D.)

10.2 Miscellaneous Services and Rates

10.2.1 Service Order and Change Charges

Non-recurring charges apply to processing Service Orders for new service and for changes in service.

	Residence	Business
Service Order Charges		
Primary and Secondary Service Connection Charge*	$27.50	$42.50
Transfer of Service Charge, Primary Line	$89.99	$49.99
Transfer of Service Charge, Secondary Line	$75.00	$49.99
Technician Dispatch Charge (or Trouble Isolation Charge)	$69.99	$79.99
Service Order Charge	10.00	22.00
Premises Visit Charge, first 15 minutes	60.00	60.00
Premises Visit Charge, add'l 15 minutes	30.00	30.00
Change Order Charges:		
Telephone Number Change Order	$10.00	$10.00
Feature or Feature Pack Change Order	$10.00	$10.00
Toll Restriction Fee Order	$10.00	$10.00
Listing Change Charge	$10.00	$10.00
Home Edition Change Charge	$10.00	$10.00
Record Change Charges:		
Record Order Charge	8.50	22.00
Miscellaneous Charges		
Duplicate Invoice	$5.00	$5.00
Call Detail Report	$5.00	$5.00

* This charge not applicable where a Service Connection Fee is listed for a specific service such as Network Bundled Service. See Section 10.1.1 for Network Bundled Service nonrecurring charges.

SECTION 10.0 - CURRENT PRICE LIST, (CONT'D.)

10.2 Miscellaneous Services and Rates, (Cont'd.)

10.2.2 RESERVED FOR FUTURE USE

SECTION 10.0 - CURRENT PRICE LIST, (CONT'D.)

10.2 Miscellaneous Services and Rates, (Cont'd.)

10.2.3 Restoration of Service

	Residence	Business
Per occasion, per line	$25.00	$55.00

10.2.4 Temporary Suspension/Restoration of Service

	Residence	Business
Nonrecurring charge, per line suspended	$10.00	$27.50
Recurring charge, per line suspended	50% of regular service rates	
Nonrecurring charge, per line restored	$10.00	$27.50

10.2.5 Public Telephone Surcharge

Rate Per Call:	$0.75

SECTION 10.0 - CURRENT PRICE LIST, (CONT'D.)

10.2 Miscellaneous Services and Rates, (Cont'd.)

10.2.6 Optional Calling Features

	Residential	Business
FEATURE	**Monthly**	**Monthly**
Speed Calling		
8 Number	1.75	2.50
30 Number	2.50	4.00
Call Forwarding		
Variable	2.50	4.30
Busy Line (Expanded)	0.30	2.50
Busy Line (Overflow)	0.30	4.00
Busy Line (Programmable)	1.60	7.50
Don't Answer	0.65	3.50
Don't Answer (Expanded)	0.65	3.50
Don't Answer (Programmable)	2.10	4.00
Busy Line/Don't Answer	0.85	5.00
Busy Line (External)/DA	0.85	5.00
Call Rejection	4.00	4.00
Call Waiting	2.50	7.00
Call Transfer	5.50	5.50
Caller ID		
Name and Number	5.00	7.45
Number	5.00	7.45
Continuous Redial	2.25	3.00
Distinctive Alert	0.08	0.75
Hot Line	1.75	1.75
Priority Call	2.25	3.00
Remote Access Forwarding	3.45	7.25
Selective Call Forwarding	2.25	3.00

Per Use Features

	Residential		Business	
FEATURE	**Per Use**	**Monthly**	**Per Use**	**Monthly**
Call Tracing - per use	$2.00	N/A	$2.00	N/A
Repeat Call - per use	$0.75	$2.25	$0.75	$3.00
Return Call - per use	$0.75	$2.70	$0.75	$2.50
Three-Way Calling, per use	$0.75	$2.50	$0.75	$3.50

SECTION 10.0 - CURRENT PRICE LIST, (CONT'D.)

10.2 Miscellaneous Services and Rates, (Cont'd

10.2.7 Directory Assistance Services

A. Basic Directory Assistance

Local Directory Assistance	Per query
Direct dialed (in excess of allowance)	$1.15
Via operator (no allowance)	$1.50

B. Directory Assistance Call Completion

Per completed call	$0.50

C. National Directory Assistance

Direct dialed	$1.50

SECTION 10.0 - CURRENT PRICE LIST, (CONT'D.)

10.2 Miscellaneous Services and Rates, (Cont'd.)

10.2.8 Local Operator Service

Local and IntraLATA Per Call Service Charges:

Customer Dialed Calling Card	$2.00
Customer Dialed/Operator Assisted Calling Card	$3.00
Collect	$1.30
Third Party Billed	$1.30
Person-to-Person	$3.50

10.2.9 Busy Line Verification and Emergency Interrupt Service

	Per call
Busy Line Verification, per request	$2.25
Emergency Interruption	$3.00

SECTION 10.0 - CURRENT PRICE LIST, (CONT'D.)

10.2 Miscellaneous Services and Rates, (Cont'd.)

10.2.10 Directory Listing Service

	Per Month
Primary Listings	$0.00
Change in Primary Listing	
Business, each	-----
Residence, each	-----
Additional Listings	
Business, each	$2.50
Residence, each	$1.25
Nonlisted Service	
Business, each	$1.20
Residence, each	$1.30
Nonpublished Service	
Business, each	$1.55
Residence, each	$1.65
Toll-Free Directory Listings, each	
Business, each	$15.00
Residence, each	N/A
Straight Line Under Listings	
Business, each	$2.00
Residence, each N/A	
Captions and Subcaptions Listings	
Business, each	$2.00
Residence, each	N/A

For non-recurring charges associated with a customer-initiated change in a directory listing, see Section 10.2.1 of this tariff.

SECTION 10.0 - CURRENT PRICE LIST, (CONT'D.)

10.2 Miscellaneous Services and Rates, (Cont'd.)

10.2.11 Carrier Presubscription

Nonrecurring Charges

Per business or residence line, trunk, or port: $5.00

10.2.12 Intercept Referral Service

Basic Intercept Service is provided at no charge.

New Number Referral Service is provided at no charge.

Split Referral Intercept Service

	Business	**Residence**
Three months	$125.00	$40.00
Six months	$245.00	n/a
Nine months	$365.00	n/a
Twelve months	$490.00	n/a

SECTION 10.0 - CURRENT PRICE LIST, (CONT'D.)

10.2 Miscellaneous Services and Rates, (Cont'd.)

10.2.13 Toll Restriction Service

	Residence	Business
Nonrecurring charge, per line	$6.00	$27.50
Monthly, per line	-----	$5.00

10.2.14 900 Service Access Restriction

	Residence	Business
Nonrecurring charge, per line	$0.00	$0.00
Monthly rate, per line	$0.00	$0.00

10.2.15 Blocking for 10XXX1+/10XXX011+

	Nonrecurring Charge	Monthly Rate
Per line or trunk arranged	$3.00	$0.10

10.2.16 Returned Check Charge

Per dishonored check returned $25.00

C - Legal Notice

Will be submitted when Docket No. Assigned by Commission.

D - Financial Information

broadvox»
BUSINESS CONNECTS HERE

BROADVOX, INC. & SUBSIDIARY

CONSOLIDATED FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2006 AND 2005

SKODA MINOTTI
CPAs, BUSINESS & FINANCIAL ADVISORS

Delivering on the Promise.

BROADVOX, INC. & SUBSIDIARY

YEARS ENDED DECEMBER 31, 2006 AND 2005

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SKODA MINOTTI
CPAs, BUSINESS & FINANCIAL ADVISORS

Delivering on the Promise.

INDEPENDENT AUDITORS' REPORT

TO THE SHAREHOLDERS
BROADVOX, INC. & SUBSIDIARY

We have audited the accompanying consolidated balance sheets of Broadvox, Inc. & Subsidiary as of December 31, 2006 and 2005, and the related consolidated statements of income, and shareholders' equity, and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Broadvox, Inc. & Subsidiary as of December 31, 2006 and 2005, and the results of their operations and their cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Our audits were conducted for the purpose of forming an opinion on the basic financial statements taken as a whole. The accompanying supplementary financial information is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audits of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

SKODA MINOTTI

Skoda Minotti

October 14, 2008

BROADVOX, INC. & SUBSIDIARY

CONSOLIDATED BALANCE SHEETS

DECEMBER 31, 2006 AND 2005

ASSETS

	2006	2005
CURRENT ASSETS		
Cash and cash equivalents	$ 4,873,141	$ 1,937,425
Accounts receivable - net	1,552,560	830,268
Notes receivables	85,550	1,111,964
Inventories	-	156,009
Employee advances	2,722	1,569
Prepaid expenses	31,455	149,744
	6,545,428	4,186,979
PROPERTY AND EQUIPMENT - AT COST		
Equipment	1,795,700	1,900,883
Furniture and fixtures	47,648	25,925
Leasehold improvements	156,034	147,836
Construction in progress	135,222	-
	2,134,604	2,074,644
Less: Accumulated depreciation and amortization	(906,926)	(1,276,675)
	1,227,678	797,969
OTHER ASSETS		
Deposits and other assets	148,963	337,589
Due from related parties	258,152	246,000
	407,115	583,589
	$ 8,180,221	$ 5,568,537

LIABILITIES

	2006	2005
CURRENT LIABILITIES		
Accounts payable	$ 2,658,030	$ 1,338,249
Accrued liabilities	512,198	221,080
Distributions payable	115,737	-
Customer deposits	198,397	212,647
	3,484,362	1,771,976
COMMITMENTS AND CONTINGENCIES	-	-

SHAREHOLDERS' EQUITY

COMMON STOCK			
$1 Stated value			
Authorized	- 3,000 shares		
Issued and outstanding	- 1,182 shares	1,182	1,182
ADDITIONAL PAID-IN CAPITAL		4,000,000	4,000,000
RETAINED EARNINGS (DEFICIT)		694,677	(204,621)
		4,695,859	3,796,561
		$ 8,180,221	$ 5,568,537

The accompanying notes are an integral part of these financial statements.

BROADVOX, INC. & SUBSIDIARY

CONSOLIDATED STATEMENTS OF INCOME

YEARS ENDED DECEMBER 31, 2006 AND 2005

	2006		2005	
		% OF NET REVENUES		% OF NET REVENUES
NET REVENUES	$ 24,840,646	100.0 %	$ 16,667,201	100.0 %
OPERATING EXPENSES				
Cost of revenues	14,226,155	57.3	9,895,531	59.4
Selling, general, and administrative expenses	4,786,055	19.2	5,752,630	34.6
	19,012,210	76.5	15,648,161	94.0
INCOME FROM OPERATIONS	5,828,436	23.5	1,019,040	6.0
OTHER INCOME				
Interest income	153,221	.6	41,235	.2
Gain on sale of property and equipment	-	-	31,413	.2
	153,221	.6	72,648	.4
INCOME BEFORE PROVISION FOR LOCAL INCOME TAXES AND CHANGE IN ACCOUNTING ESTIMATE	5,981,657	24.1	1,091,688	6.4
PROVISION FOR LOCAL INCOME TAXES	111,662	.4	-	-
INCOME BEFORE CHANGE IN ACCOUNTING ESTIMATE	5,869,995	23.7	1,091,688	6.4
CHANGE IN ACCOUNTING ESTIMATE	433,890	1.7	-	-
NET INCOME	$ 6,303,885	25.4 %	$ 1,091,688	6.4 %

The accompanying notes are an integral part of these financial statements.

BROADVOX, INC. & SUBSIDIARY

CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY

YEARS ENDED DECEMBER 31, 2006 AND 2005

	COMMON STOCK	ADDITIONAL PAID-IN CAPITAL	RETAINED EARNINGS (DEFICIT)	TOTAL
Balance as of December 31, 2004	$ 1,182	$ 4,000,000	$ (1,296,309)	$ 2,704,873
Net income	-	-	1,091,688	1,091,688
Balance as of December 31, 2005	1,182	4,000,000	(204,621)	3,796,561
Net income	-	-	6,303,885	6,303,885
Redemption of shareholder's interest	-	-	(30,000)	(30,000)
Distributions	-	-	(5,374,587)	(5,374,587)
Balance as of December 31, 2006	$ 1,182	$ 4,000,000	$ 694,677	$ 4,695,859

The accompanying notes are an integral part of these financial statements.

BROADVOX, INC. & SUBSIDIARY

CONSOLIDATED STATEMENTS OF CASH FLOWS

YEARS ENDED DECEMBER 31, 2006 AND 2005

	2006	2005
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	$ 6,303,885	$ 1,091,688
Adjustments to reconcile net income to net cash provided by operating activities		
Add back (deduct): Items not affecting cash		
Depreciation and amortization	322,308	492,960
Bad debts	287,381	135,125
Gain on sale of property and equipment	-	(31,413)
Change in accounting estimate	(433,890)	-
Cash provided by (used in) changes in the following items:		
Increase in accounts receivable	(1,457,029)	(639,582)
Decrease in other receivables	-	26,153
(Increase) decrease in inventories	(104,022)	158,730
(Increase) decrease in employee advances	(1,153)	266
(Increase) decrease in prepaid expenses	118,289	(31,611)
Increase in deposits and other assets	(74,845)	(241,511)
Decrease in unbilled revenue	-	143,353
Increase (decrease) in accounts payable	1,492,422	(133,851)
Increase in customer deposits	21,250	31,340
Increase (decrease) in accrued liabilties	291,118	(110,997)
Net cash provided by operating activities	6,765,714	890,650
CASH FLOWS FROM INVESTING ACTIVITIES:		
Acquisitions of property and equipment	(496,722)	(359,815)
(Issuance) collection of related party loans	(12,152)	367,052
Proceeds from the sale of property and equipment	-	309,330
Issuance of notes receivable	(55,000)	(540,000)
Collection of notes receivable	1,041,414	-
Collections from shareholders	263,471	-
Net cash provided by (used in) investing activities	741,011	(223,433)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Distributions	(4,541,009)	-
Redemption of shareholder's interest	(30,000)	-
Net cash used in financing activities	(4,571,009)	-
NET INCREASE IN CASH AND CASH EQUIVALENTS	2,935,716	667,217
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	1,937,425	1,270,208
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 4,873,141	$ 1,937,425

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:

NON-CASH FINANCING ACTIVITY:

During 2006, the Company directly distributed net assets of $717,841 and accrued distributions of $115,737 to its shareholders.

The accompanying notes are an integral part of these financial statements.

BROADVOX, INC. & SUBSIDIARY

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

Broadvox, Inc. & Subsidiary (collectively, the Company), is a provider of Internet Protocol telephony and enhanced communications services to telecommunications service providers such as broadband service providers. The Company delivers services ranging from the processing of bulk carrier Voice over Internet Protocol (VoIP) minutes to the turnkey enabling of Hosted Telephony VoIP Services.

Principles of Consolidation

The consolidated financial statements include the accounts of Broadvox, LLC and Broadvox, Inc. All significant intercompany accounts and transactions have been eliminated in consolidation.

Revenue Recognition

Revenues for services are recognized when the related services are provided. Recognition of payments received in advance of services being provided is deferred until the service is provided. Operating revenues are derived primarily from per minute fees (including contractual minimums) billed weekly and from monthly, recurring flat rate service billings. The monthly fees are billed in advance and recognized over the following month when services are provided.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers short-term, highly liquid investments with original maturities of three months or less at the time of purchase to be cash equivalents. Cash equivalents consist primarily of money market funds. Cash consists of funds held in the Company's checking accounts.

Accounts Receivable

The Company's accounts receivable are due primarily from calling card providers, wholesale carriers, and international call providers. Credit is extended based on an evaluation of a customer's financial condition. The Company determines its allowance for doubtful accounts by considering a number of factors, including the length of time trade accounts are past due, the Company's previous loss history, the customer's current ability to pay its obligations to the Company, and the condition of the general economy and industry as a whole. The Company writes off accounts receivable when they become uncollectible. At December 31, 2006 and 2005, the Company provided an allowance for doubtful accounts totaling $50,000 and $64,991, respectively.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Inventories

At December 31, 2005, inventories consisted of replacement parts and are stated at the lower of cost (first-in, first-out method) or market.

Advertising

The Company expenses all advertising costs as incurred. Advertising expense totaled $3,956 and $184,433 in 2006 and 2005, respectively.

Depreciation and Amortization

Depreciation and amortization of property and equipment is provided by use of the straight-line method over the following estimated useful lives of the assets:

Equipment	4 - 7	years
Furniture and fixtures	4 - 7	years
Leasehold improvements	4	years

Income Taxes

Broadvox, Inc., with the consent of its shareholders, has elected under the Internal Revenue Code to be taxed as an S Corporation. In lieu of corporation Federal income and state taxes, the shareholders of an S Corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for Federal or state taxes has been included in these financial statements.

Reclassifications

Certain reclassifications have been made to the 2005 financial statements to conform with the 2006 financial statement presentation. Such reclassifications had no effect on net income as previously reported.

2. NOTES RECEIVABLE

The Company had a note receivable due from Cedar Valley Communications (Cedar Valley) for $1,040,000 at December 31, 2005. The Company purchased equipment on behalf of Cedar Valley while it was in reorganization under Chapter 11 bankruptcy. The Company purchased Cedar Valley's customer list and paid all creditors to become the only secured creditor. Subsequently, a third party acquired certain assets and assumed certain liabilities of Cedar Valley, including the note payable to the Company. The agreement stipulated a payment of $1,000,000 cash, which was received in 2006, with the remaining amount to be in the form of restricted shares of common stock of the third party. At December 31, 2006, the Company had determined a zero value for the outstanding common stock payment and consequently wrote off the remaining $40,000 as bad debt expense.

At December 31, 2006, notes receivable included interest-bearing advances to two individuals. The notes bear interest at 12% and are personally guaranteed by an officer of the Company. At December 31, 2005, notes receivable also included an amount due from a former shareholder and a shareholder's wife. The notes were non-interest bearing and unsecured.

At December 31, 2006 and 2005, the Company had a note due from the owner of the building in which the Company resides for reimbursement of leasehold improvements. The note is non-interest bearing and has no definite repayment date.

Notes receivable consisted of the following amounts at December 31, 2006 and 2005:

	2006	2005
Cedar Valley	$ -	$1,040,000
Individual note guaranteed by officer	35,000	-
Individual note guaranteed by officer	20,000	-
Former shareholder	-	26,414
Former shareholder's wife	-	15,000
Owner of the building in which the Company resides	30,550	30,550
	$ 85,550	$1,111,964

3. CONCENTRATION OF CREDIT RISK

The Company places its cash with high quality financial institutions. Balances with the financial institutions may exceed insured limits.

4. COMMITMENTS

Operating Leases

The Company leases its office facilities, specific computer equipment, and specific vehicles under operating leases expiring in various years through September 2014. Minimum future lease payments under these non-cancelable operating leases are as follows:

YEAR ENDING DECEMBER 31,	
2007	$ 541,124
2008	514,694
2009	443,268
2010	234,858
2011	241,828
Thereafter	707,286
	$2,683,058

Rental expense under these operating leases for the years ended December 31, 2006 and 2005 was $382,686 and $392,465, respectively.

Purchase Commitment

The Company currently has a one-year purchase commitment with one of its vendors, Level 3 Communications (Level 3). The commitment requires that the Company purchase $1,400,000 worth of services quarterly, starting in May 2007 and continuing through April 2008. In the event the Company does not meet the purchase commitment for a given quarter, the Company is liable for any shortfall up to a maximum $112,500 per quarter. If the Company exceeds its quarterly commitment in any given quarter, any overage is applied to the next quarter's commitment, thereby reducing the next quarterly commitment by the amount of the overage. As of December 31, 2006, no liability has been recorded. The Company did not achieve these commitment targets in 2007, and thus recorded a liability of $450,000 as of December 31, 2007.

5. RELATED PARTY TRANSACTIONS

At December 31, 2006 and 2005, the Company had amounts due from related parties totaling $258,152 and $246,000, respectively. This amount is comprised of notes due from companies that are owned by certain shareholders of the Company. The notes are non-interest bearing and have no definite repayment date.

5. RELATED PARTY TRANSACTIONS (continued)

Effective January 1, 2006, the Company entered into a contract to distribute assets and liabilities associated with its residential and enterprise product lines to its shareholders for the purpose of separating its hosted telephony services from its primary wholesale and SIP-Trunking services. During 2006, the following assets and liabilities were distributed:

Cash	$3,250,000
Accounts receivable	487,356
Inventories	260,031
Property and equipment, net	178,595
Accounts payable	(172,641)
Customer deposits	(35,000)
	$3,968,341

Total revenues from this business segment, for the year ended December 31, 2005, were approximately $1,273,000. The Company had no revenues from this business segment in 2006.

6. RETIREMENT PLAN

The Company sponsors a retirement plan covering substantially all of its employees. Participating employees may elect to contribute, on a tax deferred basis, a portion of their compensation, in accordance with Section 401(k) of the Internal Revenue Code. Additional employer contributions may be made to the plan at the discretion of the Company. Employer contributions made to the plan during 2006 and 2005 amounted to $33,769 and $22,545, respectively.

7. CHANGE IN ACCOUNTING ESTIMATE

In 2006, the Company changed its depreciation method to the straight-line method. Prior to January 1, 2006, the Company had been recording depreciation using an accelerated depreciation method. The cumulative effect of the change from accelerated to the straight-line method amounted to $433,890 in additional income for the year ended December 31, 2006.

8. CONTINGENCIES

The Company is involved in, and party to, various claims, legal actions and complaints arising in the ordinary course of business. The outcome of those cases that have not been settled in principle cannot now be determined. In management's opinion the ultimate disposition of these matters will not have a material adverse effect on the Company's consolidated financial position.

BROADVOX, INC. & SUBSIDIARY

CONSOLIDATED SCHEDULES OF SELLING, GENERAL, AND ADMINISTRATIVE EXPENSES

YEARS ENDED DECEMBER 31, 2006 AND 2005

	2006		2005	
		% OF NET REVENUES		% OF NET REVENUES
Salaries and wages	$ 2,262,146	9.1 %	$ 2,833,630	17.0 %
Rent	382,686	1.5	392,465	2.4
Depreciation and amortization	322,308	1.3	492,960	3.0
Bad debts	287,381	1.2	135,125	.8
Service contracts	249,701	1.0	82,235	.5
Legal and professional fees	227,872	.9	460,637	2.8
Payroll taxes	177,870	.7	226,657	1.4
Employee benefit programs	174,461	.7	134,847	.8
Commissions and fees	151,942	.6	336,852	2.0
Office and miscellaneous	101,799	.4	105,550	.6
Outside services	80,391	.3	10,300	.1
Maintenance	76,505	.3	22,552	.1
Telephone and utilities	64,519	.3	74,014	.4
Insurance	53,162	.2	26,298	.2
Travel	47,811	.2	70,325	.4
Bank and finance charges	31,865	.1	23,386	.1
Personal property taxes	29,008	.1	43,515	.3
Hiring and training	18,624	.1	35,572	.2
Meals and entertainment	16,129	.1	13,244	.1
Freight	13,726	.1	19,338	.1
Internet	5,937	.0	8,707	.1
Dues and subscriptions	5,446	.0	18,033	.1
Advertising	3,956	.0	184,433	1.1
Licenses	510	.0	455	.0
Charitable contributions	300	.0	1,500	.0
	$ 4,786,055	19.2 %	$ 5,752,630	34.6 %

See the Independent Auditors' Report.

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BROADVOX, INC. & SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2007 AND 2006

SKODA MINOTTI
CPAs, BUSINESS & FINANCIAL ADVISORS

Delivering on the Promise.

BROADVOX, INC. & SUBSIDIARIES

YEARS ENDED DECEMBER 31, 2007 AND 2006

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INDEPENDENT AUDITORS' REPORT

TO THE SHAREHOLDERS
BROADVOX, INC. & SUBSIDIARIES

We have audited the accompanying consolidated balance sheets of Broadvox, Inc. & Subsidiaries as of December 31, 2007 and 2006, and the related consolidated statements of income, shareholders' equity, and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Broadvox, Inc. & Subsidiaries as of December 31, 2007 and 2006, and the results of their operations and their cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Our audits were conducted for the purpose of forming an opinion on the basic financial statements taken as a whole. The accompanying supplementary financial information is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audits of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

SKODA MINOTTI

Skoda Minotti

October 14, 2008

BROADVOX, INC. & SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

DECEMBER 31, 2007 AND 2006

ASSETS

	2007	2006
CURRENT ASSETS		
Cash and cash equivalents	$ 4,479,831	$ 4,873,141
Accounts receivable - net	1,589,105	1,552,560
Notes receivable	-	85,550
Employee advances	-	2,722
Prepaid expenses	164,134	31,455
	6,233,070	6,545,428
PROPERTY AND EQUIPMENT - AT COST		
Equipment	4,541,784	1,795,700
Furniture and fixtures	102,484	47,648
Leasehold improvements	156,034	156,034
Construction in progress	29,000	135,222
	4,829,302	2,134,604
Less: Accumulated depreciation and amortization	(1,347,447)	(906,926)
	3,481,855	1,227,678
OTHER ASSETS		
Deposits and other assets	138,369	148,963
Due from related parties	659,634	258,152
	798,003	407,115
	$ 10,512,928	$ 8,180,221

LIABILITIES

	2007	2006
CURRENT LIABILITIES		
Current portion of capital lease obligations	$ 751,064	$ -
Accounts payable	3,135,281	2,658,030
Accrued liabilities	855,205	512,198
Distributions payable	144,877	115,737
Customer deposits	206,097	198,397
	5,092,524	3,484,362
CAPITAL LEASE OBLIGATIONS, NET OF CURRENT PORTION	1,359,087	-
	6,451,611	3,484,362
COMMITMENTS AND CONTINGENCIES	-	-
SHAREHOLDERS' EQUITY		
COMMON STOCK		
$1 Stated value		
Authorized - 3,000 shares		
Issued and outstanding - 1,197 and 1,182 shares, respectively	1,197	1,182
ADDITIONAL PAID-IN CAPITAL	4,076,985	4,000,000
RETAINED EARNINGS (DEFICIT)	(16,865)	694,677
	4,061,317	4,695,859
	$ 10,512,928	$ 8,180,221

The accompanying notes are an integral part of these financial statements.

BROADVOX, INC. & SUBSIDIARIES

CONSOLIDATED STATEMENTS OF INCOME

YEARS ENDED DECEMBER 31, 2007 AND 2006

	2007		2006	
		% OF NET REVENUES		% OF NET REVENUES
NET REVENUES	$ 29,617,422	100.0 %	$ 24,840,646	100.0 %
OPERATING EXPENSES				
Cost of revenues	17,839,645	60.2	14,226,155	57.3
Selling, general and administrative expenses	7,302,924	24.7	4,786,055	19.2
	25,142,569	84.9	19,012,210	76.5
INCOME FROM OPERATIONS	4,474,853	15.1	5,828,436	23.5
OTHER INCOME (EXPENSE)				
Interest expense	(47,726)	(.2)	-	-
Interest income	317,431	1.1	153,221	.6
Gain on sale of property and equipment	9,427	.0	-	-
USF fee recovery	78,663	.3	-	-
	357,795	1.2	153,221	.6
INCOME BEFORE PROVISION FOR LOCAL INCOME TAXES AND CHANGE IN ACCOUNTING ESTIMATE	4,832,648	16.3	5,981,657	24.1
PROVISION FOR LOCAL INCOME TAXES	139,357	.5	111,662	.4
INCOME BEFORE CHANGE IN ACCOUNTING ESTIMATE	4,693,291	15.8	5,869,995	23.7
CHANGE IN ACCOUNTING ESTIMATE	-	-	433,890	1.7
NET INCOME	$ 4,693,291	15.8 %	$ 6,303,885	25.4 %

The accompanying notes are an integral part of these financial statements.

BROADVOX, INC. & SUBSIDIARIES

CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY

YEARS ENDED DECEMBER 31, 2007 AND 2006

	COMMON STOCK	ADDITIONAL PAID-IN CAPITAL	RETAINED EARNINGS (DEFICIT)	TOTAL
Balance as of December 31, 2005	$ 1,182	$ 4,000,000	$ (204,621)	$ 3,796,561
Net income	-	-	6,303,885	6,303,885
Redemption of shareholder's interest	-	-	(30,000)	(30,000)
Distributions	-	-	(5,374,587)	(5,374,587)
Balance as of December 31, 2006	1,182	4,000,000	694,677	4,695,859
Net income	-	-	4,693,291	4,693,291
Stock-based compensation	15	76,985	-	77,000
Distributions	-	-	(5,404,833)	(5,404,833)
Balance as of December 31, 2007	$ 1,197	$ 4,076,985	$ (16,865)	$ 4,061,317

The accompanying notes are an integral part of these financial statements.

BROADVOX, INC. & SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

YEARS ENDED DECEMBER 31, 2007 AND 2006

	2007	2006
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	$ 4,693,291	$ 6,303,885
Adjustments to reconcile net income to net cash provided by operating activities		
Add back (deduct): Items not affecting cash		
Depreciation and amortization	564,161	322,308
Bad debts	242,024	287,381
Gain on sale of property and equipment	(9,427)	-
Stock-based compensation	77,000	-
Change in accounting estimate	-	(433,890)
Cash provided by (used in) changes in the following items:		
Increase in accounts receivable	(278,569)	(1,457,029)
Increase in inventories	-	(104,022)
(Increase) decrease in employee advances	2,722	(1,153)
(Increase) decrease in prepaid expenses	(132,679)	118,289
(Increase) decrease in deposits and other assets	10,594	(74,845)
Increase in accounts payable	477,251	1,492,422
Increase in customer deposits	7,700	21,250
Increase in accrued liabilities	343,007	291,118
Net cash provided by operating activities	5,997,075	6,765,714
CASH FLOWS FROM INVESTING ACTIVITIES:		
Acquisitions of property and equipment	(672,040)	(496,722)
Issuance of related party loans	(401,482)	(12,152)
Proceeds from the sale of property and equipment	248,519	-
Issuance of notes receivable	-	(55,000)
Collection of notes receivable	85,550	1,041,414
Collections from shareholders	-	263,471
Net cash provided by (used in) investing activities	(739,453)	741,011
CASH FLOWS FROM FINANCING ACTIVITIES:		
Repayments of capital lease obligations	(275,239)	-
Distributions	(5,375,693)	(4,541,009)
Redemption of shareholder's interest	-	(30,000)
Net cash used in financing activities	(5,650,932)	(4,571,009)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(393,310)	2,935,716
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	4,873,141	1,937,425
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 4,479,831	$ 4,873,141

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:

NON-CASH INVESTING AND FINANCING ACTIVITIES:

During 2007, the Company incurred capital lease obligations of $2,385,390 to directly finance the acquisition of equipment.

During 2007 and 2006, the Company directly distributed accrued distributions of $29,140 and $115,737, respectively, to its shareholders.

During 2006, the Company directly distributed net assets of $717,841 to its shareholders.

The accompanying notes are an integral part of these financial statements.

BROADVOX, INC. & SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

Broadvox, Inc. & Subsidiaries (collectively, the Company), is a provider of Internet Protocol telephony and enhanced communications services to telecommunications service providers such as broadband service providers. The Company delivers services ranging from the processing of bulk carrier Voice over Internet Protocol (VoIP) minutes to the turnkey enabling of Hosted Telephony VoIP Services.

Principles of Consolidation

The consolidated financial statements include the accounts of Broadvox, LLC (BLLC), Broadvox Go!, LLC (BGO), and Broadvox, Inc. (BINC). All significant intercompany accounts and transactions have been eliminated in consolidation.

Revenue Recognition

Revenues for services are recognized when the related services are provided. Recognition of payments received in advance of services being provided is deferred until the service is provided. Operating revenues are derived primarily from per minute fees (including contractual minimums) billed weekly and from monthly, recurring flat rate service billings. The monthly fees are billed in advance and recognized over the following month when services are provided.

BroadvoxGO! derives telephony service revenues from monthly subscription fees that customers are charged under service plans and from certain usage fees and any calling minutes in excess of a customer's monthly plan limits. Monthly subscription fees are generally charged to customers' credit cards, debit cards or electronic check payments in advance and are recognized over the following month when services are provided.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers short-term, highly liquid investments with original maturities of three months or less at the time of purchase to be cash equivalents. Cash equivalents consist primarily of money market funds. Cash consists of funds held in the Company's checking accounts.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Accounts Receivable

The Company's accounts receivable are due primarily from calling card providers, wholesale carriers, and international call providers. Credit is extended based on an evaluation of a customer's financial condition. The Company determines its allowance for doubtful accounts by considering a number of factors, including the length of time trade accounts are past due, the Company's previous loss history, the customer's current ability to pay its obligations to the Company, and the condition of the general economy and industry as a whole. The Company writes off accounts receivable when they become uncollectible. At December 31, 2007 and 2006, the Company provided an allowance for doubtful accounts totaling $61,977 and $50,000, respectively.

Advertising

The Company expenses all advertising costs as incurred. Advertising expense totaled $522,398 and $3,956 in 2007 and 2006, respectively.

Depreciation and Amortization

Depreciation and amortization of property and equipment is provided by use of the straight-line method over the following estimated useful lives of the assets:

Equipment	4 - 7	years
Furniture and fixtures	4 - 7	years
Leasehold improvements	4	years

Income Taxes

BINC, with the consent of its shareholders, has elected under the Internal Revenue Code to be taxed as an S Corporation. In lieu of corporation Federal income and state taxes, the shareholders of an S Corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for Federal or state taxes has been included in these financial statements. Broadvox LLC and Broadvox GO! are organized as single-member limited liability companies. As such, they are treated as disregarded entities for Federal and state income tax purposes. All taxable income or losses from these two entities are passed through to, and included in, the income tax returns of BINC.

2. NOTES RECEIVABLE

At December 31, 2006, notes receivable included interest-bearing advances to two individuals. The notes bore interest at 12% and were personally guaranteed by an officer of the Company. The notes were collected in full during 2007.

At December 31, 2006, the Company had a note due from the owner of the building in which the Company resides for reimbursement of leasehold improvements. The note was non-interest bearing and was collected in full during 2007.

3. CAPITAL LEASE OBLIGATIONS

Capital lease obligations consisted of the following at December 31, 2007:

Various capital leases payable in monthly installments totaling $73,955, including interest with rates ranging from 7.42% to 7.80%, due at various times through November 2010; collateralized by equipment with an aggregate cost of $2,385,390 and an aggregate net book value of $2,152,411	$ 2,110,151
Less: Current portion	(751,064)
	$ 1,359,087

4. CONCENTRATION OF CREDIT RISK

The Company places its cash with high quality financial institutions. Balances with the financial institutions may exceed insured limits.

5. COMMITMENTS

Leases

The Company leases its office facilities, specific computer equipment, and specific vehicles under capital and operating leases expiring in various years through September 2014. Minimum future payments under these non-cancelable capital and operating lease agreements, having remaining terms in excess of one year, are as follows:

YEAR ENDING DECEMBER 31,	Capital Leases	Operating Leases
2008	$ 887,460	$ 515,414
2009	887,460	443,988
2010	564,173	235,578
2011	-	242,548
2012	-	249,519
Thereafter	-	459,747
	2,339,093	
Less: Interest portion	(228,942)	$2,146,794
	$2,110,151	

Rental expense under operating leases for the years ended December 31, 2007 and 2006 was $551,540 and $382,686, respectively.

5. COMMITMENTS (continued)

Purchase Commitment

The Company currently has a one-year purchase commitment with one of its vendors, Level 3 Communications (Level 3). The commitment requires that the Company purchase $1,400,000 worth of services quarterly, starting in May 2007 and continuing through April 2008. In the event the Company does not meet the purchase commitment for a given quarter, the Company is liable for any shortfall up to a maximum $112,500 per quarter. If the Company exceeds its quarterly commitment in any given quarter, any overage is applied to the next quarter's commitment, thereby reducing the next quarterly commitment by the amount of the overage. The Company did not achieve these commitment targets, and thus has recorded a liability of $450,000, which is included in accounts payable in the accompanying consolidated balance sheet at December 31, 2007.

6. RELATED PARTY TRANSACTIONS

At December 31, 2007 and 2006, the Company had amounts due from related parties totaling $659,634 and $258,152, respectively. This amount is comprised of notes due from companies that are owned by certain shareholders of the Company. The notes are non-interest bearing and have no definite repayment date.

Effective January 1, 2006, the Company entered into a contract to distribute assets and liabilities associated with its residential and enterprise product lines to its shareholders for the purpose of separating its hosted telephony services from its primary wholesale and SIP-Trunking services. During 2006, the following assets and liabilities were distributed:

Cash	$ 3,250,000
Accounts receivable	487,356
Inventories	260,031
Property and equipment, net	178,595
Accounts payable	(172,641)
Customer deposits	(35,000)
	$ 3,968,341

7. RETIREMENT PLAN

The Company sponsors a retirement plan covering substantially all of its employees. Participating employees may elect to contribute, on a tax deferred basis, a portion of their compensation, in accordance with Section 401(k) of the Internal Revenue Code. Additional employer contributions may be made to the plan at the discretion of the Company. Employer contributions made to the plan during 2007 and 2006 amounted to $72,409 and $33,769, respectively.

8. CHANGE IN ACCOUNTING ESTIMATE

In 2006, the Company changed its depreciation method to the straight-line method. Prior to January 1, 2006, the Company had been recording depreciation using an accelerated depreciation method. The cumulative effect of the change from accelerated to the straight-line method amounted to $433,890 in additional income for the year ended December 31, 2006.

9. CONTINGENCIES

The Company is involved in, and party to, various claims, legal actions and complaints arising in the ordinary course of business. The outcome of those cases that have not been settled in principle cannot now be determined. In management's opinion the ultimate disposition of these matters will not have a material adverse effect on the Company's consolidated financial position.

BROADVOX, INC. & SUBSIDIARIES

CONSOLIDATED SCHEDULES OF SELLING, GENERAL, AND ADMINISTRATIVE EXPENSES

YEARS ENDED DECEMBER 31, 2007 AND 2006

	2007		2006	
		% OF NET REVENUES		% OF NET REVENUES
Salaries and wages	$ 3,364,668	11.4 %	$ 2,262,146	9.1 %
Depreciation and amortization	564,161	1.9	322,308	1.3
Rent	551,540	1.9	382,686	1.5
Advertising	522,398	1.8	3,956	.0
Legal and professional fees	364,864	1.2	227,872	.9
Commissions and fees	317,238	1.1	151,942	.6
Payroll taxes	264,133	.9	177,870	.7
Bad debts	242,024	.8	287,381	1.2
Service contracts	222,638	.8	249,701	1.0
Employee benefit programs	221,850	.7	174,461	.7
Travel	109,183	.4	47,811	.2
Telephone and utilities	108,751	.4	64,519	.3
Outside services	95,226	.3	80,391	.3
Office and miscellaneous	91,625	.3	101,799	.4
Bank and finance charges	46,130	.2	31,865	.1
Maintenance	38,615	.1	76,505	.3
Insurance	37,067	.1	53,162	.2
Meals and entertainment	35,279	.1	16,129	.1
Hiring and training	34,620	.1	18,624	.1
Dues and subscriptions	23,243	.1	5,446	.0
Personal property taxes	19,411	.1	29,008	.1
Freight	14,085	.0	13,726	.1
Internet	13,695	.0	5,937	.0
Licenses	280	.0	510	.0
Charitable contributions	200	.0	300	.0
	$ 7,302,924	24.7 %	$ 4,786,055	19.2 %

See the Independent Auditors' Report.

E - Arizona Projections

A. Projected total intrastate revenue for the first 12 months of service: $10,000

B. Projected value of total intrastate operating expenses for the first 12 months of service: $8,000.00

C. Projected net book value of all Arizona jurisdictional assets to be used to provide telecommunications services to Arizona customers for the first 12 months of service: $100.00

D. Current net book value: $0.00