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2009 JUN -5 P 4: 31

AZ CORP COMMISSION
DOCKET CONTROL

Our File Number: 49541-00001

ORIGINAL

June 5, 2009

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

Re: In the Matter of the Application of TeleQuality Communications, Inc. for a Certificate of Convenience and Necessity
Docket No. T-20626A-08-0484

Docket Control:

Attached is a revised Tariff filed on behalf of TeleQuality Communications, Inc. This Tariff will supersede the Tariff originally filed with TeleQuality's application. In response to Staff's Data Requests, specific changes have been made to sections 2.1.A, 2.6.1.C, and 2.19. In addition, the former sections 4 and 5 of the Tariff have been removed and certain rates and services in sections 3 and 4 have been revised, including the addition of the Ethernet service and applicable rates for that service.

Very truly yours,

Michael T. Hallam

MTH/jw
Enclosure

cc: Candrea Allen

Arizona Corporation Commission
DOCKETED

JUN - 5 2009

DOCKETED BY

LOCAL EXCHANGE AND TOLL TARIFF APPLICABLE TO TELECOMMUNICATIONS SERVICE WITHIN THE STATE OF ARIZONA

By

TeleQuality Communications, Inc.
24715 Fairway Springs
San Antonio, TX 78260
Telephone: 210.408.0388
Facsimile: 210.408.1700
1-866-111-1111

Docket Number: T-

Describing All Services Offered; and All Prices, Charges, Terms and Conditions Pertaining Thereto.

CHECK SHEET

The Sheets 1 through 41 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s).

Page	Revision	Page	Revision	Page	Revision
1	Original *				
2	Original *				
3	Original *				
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32	Original *				

Issued: June 5, 2009 Effective: August 1, 2009

Issued by: Jeff Reynolds, President
TeleQuality Communications, Inc.
24715 Fairway Springs
San Antonio, TX 78260
(210) 408-0388

CHECK SHEET
(continued)

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EXPLANATION OF TERMS

(C) To signify changed condition or regulation

(D) To signify deleted or discontinued rate, regulation or condition

(I) To signify a change resulting in an increase to a Customer's bill

(K) To signify that material has been moved to another Tariff location

(M) To signify that material has been moved from another Tariff location

(N) To signify a new rate, regulation, condition, or sheet

(R) To signify a change resulting in a reduction to a Customer's bill

(T) To signify a change in text but no change to rates or charge

TARIFF FORMAT

A. Sheet Numbering – Sheet numbers appear in the heading of each sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal point is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

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

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

2.0
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.i.
2.1.1.A.i.a.

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 if a particular sheet is the most current on file with the Commission

1.0 DEFINITIONS

Advance Payment: Part or all of a payment for basic Service required before the start of Service.

Claims: Any and all claims or demands made against Company or Customer by the other or by any other person or entity, including, but not limited to claims or demands:

For losses, damages, expenditures, loss of use, loss of profits, liability, judgments or costs (including attorney's fees, if awarded),

For any personal injury, death or damage to tangible or intangible property or rights, Arising directly or indirectly out of any acts, omissions, mistakes of Company, its employees, agents officers or directors, or caused by any interruptions, delays, errors or defects, or the condition, operation or failure of equipment, used to provide Service or Company Facilities hereunder,

Regardless of whether the claim or demand is asserted in an arbitration, suit, action, administrative proceeding or any other dispute resolution proceeding, or on any appeal there from.

Commission: The Arizona Corporation Commission.

Company: TeleQuality Communications, Inc.

Company Facilities: All cable and equipment owned or controlled by Company and utilized by Company to provide Service.

Conversion Date: The date the Company commences supplying telecommunication services to the Customer

Customer: The person, firm, corporation or other entity which orders or uses Service and is responsible for payment of charges and compliance with the terms and conditions of this Tariff.

Premises:	The space occupied by a Customer in a building or buildings and the land upon which such building(s) sit.
Service:	Any service offered by Company as set out in this Tariff.
State:	The state of Arizona.

2.0 RULES AND REGULATIONS

2.1 Undertaking of the Company

A. Company undertakes to furnish telecommunications Service under this Tariff in connection with the transmission of one-way and/or two-way communications which originate and/or terminate within the State. . TeleQuality will, through collocations, UNE-loop assembled circuits, and/or resold purchased circuits provide point to point, high speed data service primarily to non-profit rural healthcare providers. TeleQuality may also provide the same services to urban affiliates of these rural healthcare providers when necessary in order to provide integrated solutions for the customer. No residential offerings are planned. TeleQuality also offers "TeleQuality Ethernet" through certain wire centers.

B. Company's service offerings consist of any of the Services offered pursuant to this Tariff, either individually or in combination. Each Service is offered independent of the others, unless otherwise noted. Service is offered via Company Facilities, via resold services, or via facilities provided by other communications providers or any combination thereof.

C. Company is responsible only for the Services and Company Facilities it provides under this Tariff, and it assumes no responsibility for any service provided by any other entity that provides access to Company Services or Facilities in order to originate and/or terminate its own services

D. Company may undertake to 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 provisions of this Tariff. Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.

E. Company will not unjustly discriminate among and between consumers in the provision of local exchange telecommunications services within its operating area.

2.0 RULES AND REGULATIONS (continued)

2.2 Limitations of Service

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

B. Company reserves the right at its sole discretion to discontinue Service, or to limit the use of Service when necessitated by conditions beyond its control, when the Customer is using the Service in violation of the law or the provisions of this Tariff, or for nonpayment by the Customer.

C. All Company Facilities provided under this Tariff are directly controlled by Company and the Customer may not assign or transfer the use of the Services or Company Facilities to another, except with the prior consent of Company.

D. Company Service may not be used for any unlawful purpose.

E. Company reserves the right to block traffic to or from certain countries, NPAs, cities or NXX exchanges.

F. Company Services may be restricted from originating calls to other telephone companies' caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers may be blocked by Company at Company's sole discretion without prior notice..

2.3 Application for and Establishment of Service and Credit

A. Application for Service may be made verbally or in writing. The following Customer information will be required at the time of application:

i. The name of the party responsible for payment for the Service provided;
ii. The billing address and the Service address(es) of the Customer and Customer's location(s);
iii. Information and authorization for the Company to properly determine creditworthiness.

2.0 RULES AND REGULATIONS (continued)

2.3 Application for and Establishment of Service and Credit (continued)

B. The Customer shall notify TeleQuality of a pending transfer of Service to a new party that will become responsible for payment of the Service provided. The new Customer will be required to complete a transfer of Service application. However, failure of the new Customer to comply with this requirement shall not prevent liability for charges, including termination charges, if the new Customer has accepted use of the Service and/or made payments. The original Customer shall also remain liable for all charges, including early termination charges, if the Service is transferred without notice to, and approval by, the Company. In no event shall TeleQuality collect more than total charges owed.

C. Company may conduct a credit investigation of each new Customer prior to accepting a written application or oral request for Service. Company reserves the right to reject a written application or oral request for Service if its investigation reveals that the applicant is a poor credit risk.

D. A Customer whose Service from Company was discontinued for nonpayment of bills will not be entitled to restoration of Service or new Service until all past due amounts have been paid, or satisfactory payment arrangements have been agreed upon and made in a timely manner.

2.3.1 Deposits

A. The Company does not require customers to pay deposits.

2.0 RULES AND REGULATIONS (continued)

2.3 Application for and Establishment of Service and Credit (continued)

2.4 Credit Limit

Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any period.

2.5 Notice

Notice shall be deemed properly given:

A. upon delivery, if delivered in person;

B. on the third day after depositing the notice or communication, prepaid and properly addressed, with a private delivery service or in the U.S. mail, unless deposited in the U.S. mail on a Sunday or holiday in which case notice is deemed to be given on the third day from the next business day; or

C. upon actual receipt or when refused by the addressee, whichever of the above occurs first.

2.0 RULES AND REGULATIONS (continued)

2.6 Payment and Service Cancellation

2.6.1 Billing and Payment of Charges

A. Unless otherwise indicated in this Tariff, Service is billed on a monthly basis. The Customer is responsible for the payment of all charges for Service furnished by the Company. Customer shall pay the amounts as specified in the Tariff for the Services. Toll charges and one-time charges are billed in arrears, and fixed monthly and recurring charges are billed one month in advance.

B. Unless otherwise indicated in this Tariff, bills are due and payable seventeen (17) days from the date of mailing by Company, or later if required by law. Balances that remain unpaid after the due date will be charged a late fee of one and one-half (1.5) percent per month of the unpaid balance, or the maximum fee allowed by law, whichever is less.

C. A charge in an amount of $25 will apply whenever a check or draft presented for payment of Services is not accepted by the institution on which it is written.

D. Customer is responsible for reviewing each invoice promptly, and notifying Company promptly of any discrepancies. If Company receives no notice within ninety (90) days after a bill has been rendered to the Customer, the billing will be considered correct and binding. Bills disputed by a Customer shall be handled as set out in Section 2.11.

E. Company is responsible for rendering each invoice promptly, and notifying Customer promptly of any discrepancies. If Customer receives no notice within ninety (90) days after a bill has been rendered by the Company, the billing will be considered correct and binding.

F. Initial billing for set-up and installation charges or monthly Service fees will not commence for any new Customer until the Customer has actually been placed in service.

2.0 RULES AND REGULATIONS (continued)

2.6 Payment and Service Cancellation (continued)

2.6.1 Billing and Payment of Charges (continued)

G. If the Customer disconnects Services without providing proper notice to the Company, or is disconnected for violation of the terms and conditions of this tariff (e.g., disconnection for non-payment), the Customer shall be responsible for all charges for the remainder of the bill cycle in which the disconnection occurs.

H. The Company will print and mail monthly, summary bills, which will include total amounts due, broken out by local service, long distance and data service charges, and a tax summary. Service (type) level, and call detail will be available via the Internet to all Customers. The Company will provide printed detailed bills only at the request of the Customer.

2.6.2 Taxes

A. The Customer is responsible for payment of all federal, state and local taxes, franchise, excise and other fees applicable to the Services, including, but not limited to: sales, use, excise, franchise, subscriber line, low income, universal service, access, 911 service, relay service, and handicapped service.

2.6.3 Cancellation of Service by Customer

A. The Customer may cancel Service prior to commencement by giving notice to Company up to the day prior to the day Service is scheduled to commence.

B. The Customer may cancel Service at any time after Service commences by giving Company five (5) days' prior notice. A Reconnection Fee will apply if the Customer requests that Service be temporarily discontinued.

C. If Customer fails to notify Company and fails to cancel Service on the day prior to the day Service is scheduled to commence, Customer may be responsible for paying the appropriate installation charge, basic local Service charges and all applicable taxes and fees.

2.0 RULES AND REGULATIONS (continued)

2.6 Payment and Service Cancellation (continued)

2.6.4 Cancellation or Discontinuance of Service by Company

A. Discontinuance Without Notice

Company reserves the right to immediately and without notice discontinue furnishing Service to Customers without incurring liability in any of the following circumstances:

i. In the event of a condition determined to be hazardous to the Customer, to other Customers of Company, to Company Facilities, the public, or to employees of Company; or

ii. When necessary for Company to comply with any order or request of any governmental authority having jurisdiction; or

iii. If Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, Facilities or Services; or

iv. For unlawful use of the Service or use of the Service for unlawful purposes; or

v. If the Customer provides false information to Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's Services; or

vi. Upon proper verification of the Customer having vacated or abandoned the Premises; or

vii. Any other reason for which discontinuation of Service without notice is justified under existing Commission rules and regulations.

2.0 RULES AND REGULATIONS (continued)

2.6 Payment and Service Cancellation (continued)

2.6.4 Cancellation or Discontinuance of Service by Company (continued)

B. Discontinuance With Notice

Company may discontinue Service for the following reasons upon five (5) days' written notice (or the longer period of time that is required by law, if any):

i. For violation of Company's filed Tariffs; or

ii. For the non-payment of any proper charge when due; or

iii. Failure to meet or maintain Company's credit requirements; or

iv. For Customer's breach of the contract for Service between Company and Customer; or

v. Unauthorized resale of equipment or Service; or

vi. Any other reason for which discontinuation of Service with notice is justified under existing Commission rules and regulations.

C. If all or any significant portion of Company Facilities or associated equipment used to provide Service to Customer shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain, Company shall be entitled to elect to terminate Service upon written notice to Customer and without incurring any liability therefore.

D. Upon the Customer filing for bankruptcy or reorganization or failing to discharge an involuntary petition therefore within the time permitted by law, Company may immediately discontinue or suspend service under this tariff without incurring any liability.

2.6.5 Reconnection Fee

Reconnection Fee will apply whenever a Customer requests to be reconnected to the Services after Company has temporarily or permanently suspended or discontinued Services to Customer for any reason allowed by this Tariff.

2.0 RULES AND REGULATIONS (continued)

2.7 Liability

A. In no event shall Company or the Customer, including any subscribers to or users of any Services provided to or resold by the Customer, be liable to each other in connection with the provision and use of Company Services for indirect, incidental, consequential, reliance or special damages, including without limitation damages for lost profits, regardless of the form of action whether in contract, indemnity warranty, strict liability or tort, including without limitation negligence of any kind whether active or passive.

B. Except as provided otherwise in this Tariff, the Company shall not be liable to the Customer, including any subscribers to or users of any Services provided to or resold by the Customer, or any other person, firm or entity for any failure or performance hereunder unless such failure is due to the gross negligence or willful act of Company. In no event shall Company be liable to the Customer, including any subscribers to or users of any Services provided to or resold by the Customer, or any other person, firm or entity for any failure or performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages breaches or delays, or preemption of existing services to restore service in compliance with the Commission's rules and regulations.

C. With respect to any claim or suit, the Company's liability, if any, shall not exceed an amount equal to the charge applicable under this Tariff to the period during which services were affected. For those services with monthly recurring charges, the Company's liability is limited to an amount equal to the proportionate monthly recurring charges for the period during which service was affected.

D. The Company is not liable for any act or omission of any other Company or Companies furnishing a portion of the service, facilities or equipment associated with such service.

2.0 RULES AND REGULATIONS (continued)

2.7 Liability (continued)

E. The Customer is responsible for taking all necessary legal steps for interconnecting the customer-provided terminal equipment with the Company facilities. The Customer is responsible for securing all licenses, permits, rights of way, and other arrangements necessary for such interconnection.

F. All or a portion of the service may be provided over facilities of third parties, and the Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever arising out of defects caused by such third parties.

G. The Company shall not be liable for any direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any defects or any other cause. This warranty and these remedies are exclusive and in lieu of all other warranties or remedies, whether express, implied or statutory, including without limitation implied warranties of merchantability and fitness for a particular purpose.

H. With respect to the routing of calls by the Company to public safety answering points or municipal Emergency Service providers, the Company's liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct results of the Company's action, or failure to act, in routing the Call, or (b) the sum of $50.00.

I. In the event parties other than the Customer (e.g., Customer's customers) shall have use of the service directly or indirectly through the Customer, then the Customer agrees to forever indemnify and hold the Company harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any defects.

J. Company is not liable for damages caused by service, channels, or equipment which it does not furnish.

2.0 RULES AND REGULATIONS (continued)

2.7 Liability (continued)

K. Company is not liability for damages to a premises resulting from the furnishing of Services, including the installation and removal of equipment and associated wiring, unless the damage is caused by Company's gross negligence or willful misconduct. Except that upon termination or expiration of Services, and upon request by the Customer, Company will remove, at its own expense, any property which Company has installed in the provision of Service on the Customer's premises within a reasonable time. Company will use reasonable care in removing such property and will return the Customer's premises to their original condition, wear and tear expected.

L. Subject to the provision of A. through K. preceding, Company and the Customer shall indemnify each other against all liability, loss, damage, and expense resulting from injury to or death of any person (including injury to or death of their employees) or loss of or damage to tangible real or tangible personal property (including damage to their property) or the environment, to the extent that such liability, loss, damage or expense was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, its agents, employees, subcontractors or assignees, in connection with its use of service.

M. Company's failure to provide or maintain service to the Customer, including any subscribers to or users of any Services provided to or resold by the Customer, and the Customer's obligations under this Tariff shall be excused by labor difficulties, governmental orders, civil commotion, preemption of existing services to restore service in compliance with part 64, Subpart D, of the FCC's Rules and Regulation, acts of God, Commission rules, and other circumstances beyond Company's or the Customer's reasonable control, subject to the credit allowances for interruptions provisions of this Tariff. Company and the Customer may also agree on other measures to mitigate the consequences of circumstances beyond the Customer or Company's control. If required, such agreements will be filed in this Tariff.

2.0 RULES AND REGULATIONS (continued)

2.7 Liability (continued)

2.7.1 Company Liability With Respect to Caller ID Blocking

The Company shall have no liability for monetary damages (including without limitation claims for direct, indirect, special, incidental or consequential damages, whether or not the Company has been advised of the possibility of such damages), arising from any failures, errors, malfunctions or omission of Caller ID Blocking, whether or not arising from or relating to any ordinary negligence by the Company.

2.8 Full Force and Effect

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

2.0 RULES AND REGULATIONS (continued)

2.9 Interruptions in Service

A. Interruptions in Service will be credited to Customer for the part of the Service that the interruption affects, provided that no credit is allowed for the following:

i. Any continuous period of less than four (4) hours, provided that two (2) or more Service interruptions of the same type to the same line/equipment of four (4) hours or more during any one twenty-four (24) hour period shall be considered as one (1) interruption;

ii. Interruptions caused by Customer;

iii. Interruptions due to failure of power, equipment or facilities provided by the Customer or persons or entities other than Company;

iv. Any period in which Company is not given access to the Service Premises;

v. Any period of scheduled maintenance and repair, tests, adjustments and inspections as may be necessary to maintain Company's equipment and Facilities in satisfactory operating condition;

vi. Interruptions due to the non-compliance by the Customer with the provisions of this Tariff or the tariff of other common carrier providing Service connected to the Service of Company; and

vii. Interruptions caused by any failure of performance or equipment due to causes beyond Company's control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action or request of any governmental entity claiming jurisdiction over Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of the federal, state or local governments, or any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages or other labor difficulties.

B. Every month shall be considered to have thirty (30) days for the purposes of computing a credit for a Service interruption to which the Customer is entitled under this Tariff.

2.0 RULES AND REGULATIONS (continued)

2.9 Interruptions in Service (continued)

C. A Customer is entitled to an interruption in Service credit upon request for any period during which any line subscribed to by the Customer hereunder and/or, if applicable, Company-provided station equipment attached thereto is out of Service, except as specified in this section. Out of Service conditions are defined as complete loss of call origination and/or receipt capability. Credit allowances, if any, shall be deducted from the charges payable by the Customer hereunder and shall be expressly indicated on the next bill to the Customer. An interruption period begins when the Customer reports a malfunction in Service to Company. The malfunction period ends when the affected line and/or equipment is fully operative. In the event of a major service disruption, the Company shall make every effort to credit all affected customers.

D. The customer shall be credited for an interruption at the rate of $1/30^{th}$ of the monthly charge for the Services affected for each day or part of a day computed as follows:

Credit formula:

$$\text{Credit} = \frac{A \times B}{30}$$

"A" = Outage time in days (any part of a day equals one day)
"B" = Total Monthly charges for affected Service

E. In the event of prior knowledge of an interruption of Service for a period exceeding one (1) day, Company will, if feasible, notify the Customer at least one (1) week in advance.

2.0 RULES AND REGULATIONS (continued)

2.10 Emergency Restoration of Service

The use and restoration of Service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's rules and regulations and the regulations of the Commission, which specify the priority system for such activities.

2.11 Disputed Bills

A. The Customer shall promptly notify Company of any disputed items on a bill. If no notice is received within ninety (90) days of receipt of the bill, the bill shall be considered correct and binding

B. The date of the dispute shall be the date Company receives sufficient documentation to enable it to investigate the dispute.

C. The date of the resolution is the date Company completes its investigation and attempts to notify the Customer of the disposition of the dispute.

D. Company will promptly investigate any complaint or dispute received by a Customer and will report the result of that investigation to the Customer. When circumstances indicate the need for corrective action, Company will take such action as soon as possible.

E. Company shall ensure that personnel engaged in initial contact with a dissatisfied or complaining Customer shall inform the Customer that if dissatisfied with the decision or the explanation provided, the Customer may have the problem considered and acted upon by supervisory personnel.

F. Company shall ensure that supervisory personnel contacted by a dissatisfied Customer shall inform a still-dissatisfied Customer of the option to bring the matter before Commission for further review of any complaint or dispute

Arizona Corporation Commission
Utilities Division
1200 West Washington Street
Phoenix, AZ 85007-2996

Phoenix: (602) 542-4251
Toll Free: 1-800-222-7000 (In-State Only)
Tucson: (520) 628-6550
Toll Free: 1-800-535-0148 (In-State Only)

2.0 RULES AND REGULATIONS (continued)

2.12 Temporary Service

Conditions precedent to rendering temporary Service, special arrangements, unique relationships or Service to speculative projects will be developed on an Individual Case Basis. Company will not provide temporary Service or Service to speculative projects unless in its judgment such Service provision is consistent with the best interests of Company and its Customers

2.13 Service Connection and Facilities

2.13.1 Provision of Equipment and Facilities

A. Title to all Company Facilities provided in accordance with this Tariff remains in Company, its agents or contractors. The Customer shall not have, nor shall it assert any right, title or interest in any Company Facilities and associated equipment provided by Company hereunder.

B. Company undertakes to use reasonable efforts to maintain only Company 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 tamper with any Company Facilities or equipment installed by Company, except upon the written consent of Company or as allowed by law.

C. Any Equipment Company provides or installs at the Customer's Premises for use in connection with the Company's Services shall not be used for any purpose other than that for which Company provided the equipment.

D. Company shall not be responsible for the installation, operation, repair or maintenance of any Customer-provided communications equipment. Customer may connect such equipment to Company Facilities or equipment furnished pursuant to this Tariff as provided in this Tariff, as allowed by law, or with Company's consent. Unless otherwise specified in this Tariff, Company will not be responsible for the maintenance, repair and operation of such Customer-provided equipment, and Company will not be responsible for:

i. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or

ii. The reception of signals by Customer-provided equipment.

2.0 RULES AND REGULATIONS (continued)

2.13 Service Connection and Facilities (continued)

2.13.1 Provision of Equipment and Facilities (continued)

E. The Customer is responsible for ensuring that Customer-provided equipment and facilities connected to Company equipment and Facilities are compatible with such Company equipment and Facilities. The magnitude and character of the voltages and currents impressed on Company-provided Facilities and equipment by the connection, operation or maintenance of such equipment and facilities shall be such as not to cause damage to the Company-provided equipment and Facilities or injury to the Company's employees or to other persons. Customer will submit to Company, upon request, a complete manufacturer's specification sheet for each item of equipment that is not provided by Company and which shall be attached to Company's equipment or Facilities. Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's equipment or Facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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

2.13.2 Customer Premises

Customer shall provide, without cost to Company, all equipment, space, conduit and electric power required to terminate the Services at the Customer's Premises. The Customer shall arrange for the Company, or other carriers as required, to have access to the Customer's Premises at all reasonable times for purposes of Service installation, termination, inspection and repair. Customer shall be solely responsible for any damage to, or loss of, Company Facilities or equipment, including inside wire, while on the Premises of Customer, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

2.0 RULES AND REGULATIONS (continued)

2.13 Service Connection and Facilities (continued)

2.13.3 Shortage of Equipment or Facilities

A. Company's acceptance of orders for Service is subject to the availability of adequate Company Facilities and equipment to provide the Service as ordered. Company reserves the right to reject an order or cancel an accepted order for Service without liability if there are inadequate Company Facilities or equipment available to provide the Service.

B. Company reserves the right to limit or to allocate the use of existing Company Facilities, or of additional facilities offered by Company, when necessary, because of a lack of Company Facilities, or due to any other cause beyond Company's control

C. The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary Company Facilities and is limited to the capacity of Company Facilities, as well as facilities Company may obtain from other carriers to furnish Service.

D. With regard to the "TeleQuality Ethernet" offering, certain distance and customer facility accessibility will affect bandwidth and/or service delivery

2.13.4 Interconnection

A. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface equipment or facilities necessary to achieve compatibility between the Company Facilities and other carriers shall be provided at the Customer's expense. However, Service furnished by Company is not part of a joint undertaking with any other provider.

B. Interconnection with the facilities or services of other carriers shall be subject to the applicable terms and conditions of the other carriers' tariffs, if any. The Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment

or communications systems with the other companies' facilities, including, without limitation, all licenses, permits, right-of-way and other arrangements necessary for such interconnection.

2.0 RULES AND REGULATIONS (continued)

2.13 Service Connection and Facilities (continued)

2.13.5 Prohibited Uses

A. The Services Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.

B. Company may, without obtaining any further consent from the Customer, assign any rights, privileges or obligations under this Tariff. The Customer shall not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer or in any other manner dispose of, any of its rights, privileges or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.

C. Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

D. A Customer may not use the Services so as to interfere with or impair Service over any Company Facilities and associated equipment, or so as to impair the privacy of any communications over such Company Facilities and associated equipment.

E. Customer use of any resold Service obtained from other communications providers shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs or price lists.

2.13.6 Non-Standard Situations

At the Customer's request and the acceptance by Company, installation and/or maintenance may be performed outside Company's regular business hours, on an expedited basis, in hazardous locations, or in other non-standard situations. In such cases, charges will be arranged on an individual case basis ("ICB"). If installation is started during regular business hours but, at the Customer's request and Company's acceptance, extends beyond regular business hours into time

periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply.

2.0 RULES AND REGULATIONS (continued)

2.14 Services Provided by Other Communications Providers

Company shall have no responsibility with respect to billings, charges or disputes related to services used by Customers which are not included in the Services herein. Customers receiving services from other communications providers shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies relating to such services with the other provider.

2.15 Governmental Authorizations

The provision of Company's Services is subject to, and contingent upon, Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Services into conformance with any rules, regulations, orders, decisions or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules, regulations, orders, decisions or directives. Company's obligation to provide Service hereunder will terminate if any required governmental authorization or grant is withdrawn, revoked or otherwise terminated.

2.16 Promotions

Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area, to a subset of a specific market group or to customers who sign up for such Service on or after a particular date. Prior approval for promotional offerings will be obtained from the appropriate regulatory authority when required.

2.0 RULES AND REGULATIONS (continued)

2.17 Effective Date

The terms and conditions of this Tariff will apply to Customers whose service commences on or after the Effective date of this Tariff. Customers whose Service commenced before the Effective date of this Tariff may choose to receive Service under the Rates and Charges in this Tariff upon request through Company's customer care representatives. All other terms and conditions of this Tariff will apply to all Customers for all Service provided by Company on and after the Effective date of this Tariff, regardless of when Service commenced.

2.18 Term and Termination

A. The term commences on the Conversion Date.

B. If the Customer terminates Service, or if the Company terminates Service for cause under this tariff, prior to the Customer's fulfillment of the term commitment, Customer shall pay termination charges equal to the amount of the monthly term discount times the number of months served under the contract (or fraction thereof) plus any termination charges paid to Customer's previous carrier by TeleQuality. The amount of the monthly term discount is defined as the difference between billed charges the customer would have paid in the absence of a term commitment (e.g., month-to-month service) less billed charges the customer actually paid under the term commitment. Such termination charges are in addition to any due but unpaid recurring and all unpaid nonrecurring charges, including any installation charges waived by TeleQuality. If termination is prior to installation of Service, termination charges shall be those reasonable costs incurred by TeleQuality through the date of termination

2.19 Individual Case Basis (ICB) Arrangements

Due to the unique circumstances both in terms of location and organization, in lieu of the rates otherwise set forth in this Tariff, rates and charges, including installation, special construction, and recurring charges, may be established at negotiated rates on an Individual Case Basis (ICB), taking into account such factors as the nature of the facilities and services, the costs of construction and operation, and the length of service commitment by the Customer. Such arrangements shall be made available to similarly-situated Customers on comparable terms and conditions.

3.0 TeleQuality Price List Services – Maximum Rates

3.1 Private Line Data

3.1.1 Freedonia T-1

Dedicated service between certain locations including Freedonia and Page

MAXIMUM MRC:	MAXIMUM NRC
$2,800.00	$2,500.00

3.1.2 Quartzsite T-1

Dedicated service between certain locations including Quartzsite and Parker

MAXIMUM MRC:	MAXIMUM NRC
$4,800.00	$2,500.00

3.1.3 Internet Port and Internet T-1 - Parker

Internet Port Service and Internet T-1 Service to Parker

	MAXIMUM MRC:	MAXIMUM NRC
Internet Port	$500.00	$1,000.00
Internet T-1	$2,300.00	$1,800.00

3.1.4 Salome T-1

Dedicated service between certain locations including Salome and Parker

MAXIMUM MRC:	MAXIMUM NRC
$4,800.00	$1,800.00

3.2 Other Business Offerings

3.2.1 TeleQuality Ethernet Service available from certain wire centers:

3.2.1.1 Pricing

term	speed (Mbps)	Maximum installation charge (non-recurring)	Maximum monthly rate (recurring)
3 years	50	$2,500.00	$500.00
3 years	10	$2,500.00	$600.00
3 years	20	$2,500.00	$700.00
3 years	50	$2,500.00	$800.00

4.0 TeleQuality Price List – Current Rates

4.1 TeleQuality Price List – Private Line Data Services

4.1.1 Freedonia T-1

Dedicated service between certain locations including Freedonia and Page

CURRENT MRC:	CURRENT NRC
$1,750.00	$ 1,800.00

4.1.2 Quartzsite T-1

Dedicated service between certain locations including Quartzsite and Parker

CURRENT MRC:	CURRENT NRC
$2,200.00	$ 1000.00

4.1.3 Internet Port and Internet T-1 - Parker

Internet Port Service and Internet T-1 Service to Parker

	CURRENT MRC:	CURRENT NRC
Internet Port	$250.00	$500.00
Internet T-1	$1,150.00	$1,000.00

4.1.4 Salome T-1

Dedicated service between certain locations including Salome and Parker

CURRENT MRC:	CURRENT NRC
$2,200.00	$1,000.00

4.2 Other Business Offerings

4.2.1 TeleQuality Ethernet Service available from certain wire centers:

4.2.1.1 Pricing

term	speed (Mbps)	Current installation charge (non-recurring)	Current monthly rate (recurring)
3 years	50	$1,500.00	$250.00
3 years	10	$1,500.00	$300.00
3 years	20	$1,500.00	$350.00
3 years	50	$1,500.00	$400.00