



0000111690

Transcript Exhibit(s)

Docket #(s): T-2006-3A-09-0130

Exhibit #: A1, A2, S1

RECEIVED
 2010 MAY 17 P 4: 13
 AZ CORP COMMISSION
 DOCKET CONTROL

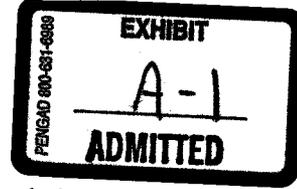
Arizona Corporation Commission
DOCKETED
 MAY 17 2010

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NEW APPLICATION

ORIGINAL



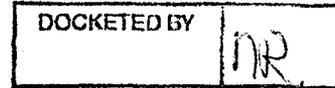
2600 Maitland Center Pkwy.
Suite 300
Maitland, FL 32751
P.O. Drawer 200
Winter Park, FL
32790-0200
Tel: 407-740-8575
Fax: 407-740-0613
www.tminc.com

March 16, 2009
Overnight Delivery

Arizona Corporation Commission
DOCKETED

MAR 17 2009

Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007 T-20663A-09-0130



RE: **Entelegent Solutions, Inc.** - Application and Petition for Certificate of Convenience and Necessity to Provide Intrastate Telecommunications Services

Dear Sir/Madam:

Enclosed for filing are the original and thirteen (13) copies of the initial application and proposed local/long distance and exchange access tariffs filed on behalf of Entelegent Solutions, Inc.

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

Any questions you may have regarding this filing may be directed to me at (407) 740-3006 or via e-mail at croesel@tminc.com. Thank you for your assistance in this matter.

Sincerely,

Carey Roesel
Consultant to Entelegent Solutions, Inc.

Enclosures
CR/gS

cc: Dave Gibson - Entelegent
file: Entelegent - AZ Local
tms: AZL0900

RECEIVED
2009 MAR 17 P 2:30
AZ CORP COMMISSION
DOCKET CONTROL

ARIZONA CORPORATION COMMISSION

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

Mail original plus 13 copies of completed application to:

For Docket Control Only:
(Please Stamp Here)

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

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

Type of Service: _____

Docket No.: _____ Date: _____

Date Docketed: _____

Type of Service: _____

Docket No.: _____ Date: _____

Date Docketed: _____

A. COMPANY AND TELECOMMUNICATION SERVICE INFORMATION

(A-1) Please indicate the type of telecommunications services that you want to provide in Arizona and mark the appropriate box(s):

- 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:

Entelegent Solutions, Inc.
3800 Arco Corporate Drive, Suite 310
Charlotte, North Carolina 28273
Telephone: (704) 936 - 2365
Facsimile: (866) 295 - 0471
Email: dave.gibson@entelegent.com

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

Not Applicable

(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:

David L. Gibson
Entelegent Solutions, Inc.
3800 Arco Corporate Drive, Suite 310
Charlotte, North Carolina 28273
Telephone: (704) 936 - 2365
Facsimile: (866) 295 - 0471
Email: dave.gibson@entelegent.com

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

Carey Roesel, Consultant to Entelegent Solutions, Inc.
2600 Maitland Center Parkway, Suite 300
Maitland, Florida 32751
Telephone: (407) 740-3006
Facsimile: (407) 740-0613
Email: croesel@tminc.com

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

David L. Gibson, Vice President of Operations
Entelegent Solutions, Inc.
3800 Arco Corporate Drive, Suite 310
Charlotte, North Carolina 28273
Telephone: (704) 936 - 2365
Facsimile: (866) 295 - 0471
Email: dave.gibson@entelegent.com

(A-7) What type of legal entity is the Applicant? Mark the appropriate box(s) and category.

- Sole proprietorship
- Partnership: _____ Limited, _____ General, _____ Arizona, _____ Foreign
- Limited Liability Company: _____ Arizona, _____ Foreign
- Corporation: _____ "S", _____ X "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.

See Attachment A for Certificate of Good Standing in Arizona and listings of the Applicant's Officers and Directors.

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

Your Tariff must include the following information:

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

See Attachment B for Entelegent's proposed tariffs.

(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.

See Attachment F for Arizona map.

(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 the Applicant nor any of its officers or directors has been or are currently involved in any formal or informal complaint proceedings.

(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 the Applicant nor any of its officers or directors has been or are currently involved in any civil or criminal investigations, had any judgments entered or levied or been convicted of any criminal acts.

(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.

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

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

Note: The Applicant will await Hearing Division instructions for publication of its application for facilities-based local service and resold interexchange service.

(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 the services of Qwest Communications, Inc.

(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.

Enteleget is a start-up company and is in the process of applying for nationwide (excluding Alaska) local exchange and interexchange telecommunications authority. All applications are currently pending and none have been denied.

(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.

Please see answer to question (A-18) above. See Attachment C for key personnel.

(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.

Not Applicable

(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:

- | | | |
|-------------------------------------|------------------|--------------------------------|
| <input checked="" type="checkbox"/> | Decision # 64178 | Resold Long Distance |
| <input type="checkbox"/> | Decision # 64178 | Resold LEC |
| <input type="checkbox"/> | Decision # 64178 | Facilities Based Long Distance |
| <input checked="" type="checkbox"/> | 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.

The Applicant was incorporated on November 6, 2008 and does not have financial statements for two years. The Applicant has not yet initiated 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.

See Attachment D.

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

No, the Applicant does not have a parent company.

(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 for financial projections.

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.

The Applicant intends to initiate service as soon as practicable once it receives authority.

E. FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

Yes

No

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



Yes



No

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



Yes



No

Entelegent will not utilize its own switching facilities but will rely on the switching facilities of its underlying carriers, which are fully equal-access capable.

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

David L. Gibson

(Signature of Authorized Representative)

3/10/09

(Date)

David L. Gibson

(Print Name of Authorized Representative)

Vice President of Operations and Secretary

(Title)

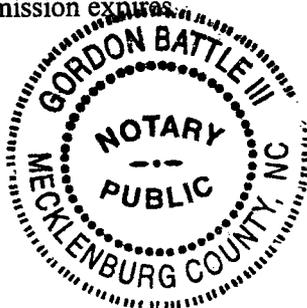
Sworn and subscribed before me this 10 day of March, 2009

Gordon Battle III

Signature of official administering oath

My Commission expires

8/27/2013



ENTELEGENT SOLUTIONS, INC.

ATTACHMENT A

Certificate of Good Standing,
Corporate Officers and Directors

COMMISSIONERS
KRISTIN K. MAYES - Chairman
GARY PIERCE
PAUL NEWMAN
SANDRA D. KENNEDY
BOB STUMP



MICHAEL P. KEARNS
Interim Executive Director

LINDA FISHER
Director, Corporations Division

ARIZONA CORPORATION COMMISSION

January 22, 2009

CSC
2338 W ROYAL PALM RD STE J
PHOENIX, AZ 85021

RE: ENTELEAGENT SOLUTIONS, INC.
File Number: F15005438

We are pleased to notify you that the Application for Authority to transact business or conduct affairs in Arizona for the above-referenced entity **HAS BEEN APPROVED.**

You must publish a copy of the Application for Authority. The publication must be in a newspaper of general circulation in the county of the known place of business in Arizona for three consecutive publications. A list of acceptable newspapers in each county is enclosed and is also posted on the Commission website. Publication must be completed **WITHIN 60 DAYS** after January 22, 2009, which is the date the document was approved for filing by the Commission. The corporation may be subject to revocation of authority if it fails to publish. You do not need to file the Affidavit of Publication you will receive from the newspaper.

Corporations are required to file an Annual Report with the Commission. Your Annual Report is due on 01/20/2010, and on the anniversary of that date each subsequent year. You may receive a postcard reminding you to file, but even if you don't, it is your responsibility to file the corporation's Annual Report by the deadline each year. You can visit our website at www.azcc.gov/divisions/corporations to electronically file your annual report. You can also complete the form online, print it out and mail it in, or you can call the Annual Reports section at 602-542-3285.

Corporations must notify the Commission immediately, in writing, if they change their corporate address, statutory agent, or statutory agent address. Address change orders must be signed by a duly authorized corporate officer. A forwarding order placed with the U.S. Postal Service is not sufficient to change your address with the Commission.

We strongly recommend you periodically monitor your corporation's record with the Commission, which can be viewed at www.azcc.gov/Divisions/Corporations. If you have questions or need further information please contact us at (602) 542-3026 in Phoenix, (520) 628-6560 in Tucson, or Toll Free (Arizona Residents only) at 1-800-345-5819.

Sincerely,
Deanna Horn
Examiner, Corporations Division

CF:07
REV. 09/2008

AZ CORPORATION COMMISSION
FILED

DO NOT PUBLISH
THIS SECTION

JAN 20 2009

FILE NO.

F-1500543-8

APPLICATION FOR AUTHORITY
TO TRANACT BUSINESS
IN ARIZONA

Pursuant to A.R.S. Title 10, Chapter 15 and 38

1. The corporate name must contain a corporate ending which may be "corporation," "association," "company," "limited," "incorporated" or an abbreviation of any of these words. If you are the holder or assignee of a tradename or trademark, attach a Trade Name 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 executed by the corporation Secretary.

The name of the corporation is: ENTELEGENT SOLUTIONS, INC.

A(n) North Carolina Corporation
(State, Province or Country)

We are a foreign corporation applying for authority to transact business in the state of Arizona.

1. The exact name of the foreign corporation is:

ENTELEGENT SOLUTIONS, INC.

If the exact name of the foreign corporation is not available for use in this state, then the fictitious name adopted for use by the corporation in Arizona is:

(FN).

2. The name of the state, province or country in which the foreign corporation is incorporated is:

North Carolina

3. The foreign corporation was incorporated on the 6th day of November
2008 and the period of its duration is: perpetual

4. The street address of the principal office of the foreign corporation in the state, province or country of its incorporation is:

3800 Arco Corporate Drive

Suite 310

Charlotte, NC 28273

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

Corporation Service Company

2338 West Royal Palm Road, Suite J

Phoenix, AZ 85021

3. You must provide the total duration in years for which your corporation was formed to endure. If perpetual succession, so indicate in this section. Do not leave blank, or state 'not applicable'.

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

DO NOT PUBLISH
THIS SECTION

5.b. Indicate to
which address the
Annual Report
should be mailed.

6. If the purpose of
your corporation has
any limitations
please indicate.
If not, state no
limitations or leave
blank.

8. The total number
of authorized shares
cannot be 'zero' or
'N/A'. Include
authorized, not
issued shares in this
section.

5.a. The street address of the known place of business of the foreign corporation in Arizona
IF DIFFERENT from the street address of the statutory agent is:

5.b. The Annual Report and general correspondence should be mailed to the address
specified above in section 4 X or 5a _____.

6. The purpose of the corporation is to engage in any and all lawful business in which
corporations may engage in the state, province or country under whose law the foreign
corporation is incorporated, with the following limitations if any:

7. The names and business addresses of the current directors and officers of the foreign
corporation are: (Attach additional sheets if necessary.)

Name: William Bradford Wheeler Jr. President [title]

Address: 113 Mayfair Rd.

City, State, Zip Mooresville, NC 28117

Name: David Leslie Gibson VP/Secretary [title]

Address: 405 W 7th #203

City, State, Zip Charlotte, NC 28202

Name: Tom Turpin Director [title]

Address: 8040 Lake Providence Drive

City, State, Zip Weddington, NC 28104

8. The foreign corporation is authorized to issue 1000000 shares, itemized as follows:
(Attach additional sheets if necessary.)

1000000 shares of common [class or series] stock at
X no par value or par value of \$ _____ per share.

_____ shares of _____ [class or series] stock at
_____ no par value or par value of \$ _____ per share.

_____ shares of _____ [class or series] stock at
_____ no par value or par value of \$ _____ per share.

Arizona Corporation Commission
Corporations Division

DO NOT PUBLISH THIS SECTION

9. The total number of issued shares cannot be 'N/A'.

The Application must be accompanied by the following:
OA Certificate of Disclosure, executed within 30 days of delivery to the Commission, by a duly authorized officer

OA certified copy of your articles of incorporation, all amendments and mergers (AZ Const. Art. XIV, § 8) and a certificate of existence or document of similar import duly authenticated (within 60 days) by the official having custody of corporate records in the state, province or country under whose laws the corporation is incorporated.

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

9. The foreign corporation has issued 100 shares, itemized as follows:

100 shares of common [class or series] stock at

X no par value or par value of \$ per share.

shares of [class or series] stock at

no par value or par value of \$ per share.

shares of [class or series] stock at

no par value or par value of \$ per share.

10. The character of business the foreign corporation initially intends to conduct in Arizona is:

Provide telecom and communications services and solutions

Dated this 9th day of January 2009

Executed by [Signature]
Duly Authorized Officer or Director

David L Gibson V Operations
[print name] [title]

PHONE 8123194624 [optional] FAX 8662950471 [optional]

ACCEPTANCE OF APPOINTMENT BY STATUTORY AGENT

The undersigned hereby acknowledges and accepts the appointment as statutory agent of this corporation effective this 10th day of January 2009

[Signature]
Lamont W Jones, Assistant VP

[Print Name]

Corporation Service Company

[If signing on behalf of a company serving as statutory agent, print company name here]

Arizona Corporation Commission
Corporations Division

**PROFIT
CERTIFICATE OF DISCLOSURE
Pursuant to A.R.S. §10-202. (D).**

Intelligent Solutions, Inc.

EXACT CORPORATE NAME

A. Has any person serving either by election or appointment as officer, director, trustee, incorporator and persons controlling or holding over 10% of the issued and outstanding common shares or 10% of any other proprietary, beneficial or membership interest in the corporation:

1. Been convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
2. Been convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses, or restraint of trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
3. Been or are subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the execution of this Certificate wherein such injunction, judgment, decree or permanent order:
 - (a) Involved the violation of fraud or registration provisions of the securities laws of that jurisdiction; or
 - (b) Involved the violation of the consumer fraud laws of that jurisdiction; or
 - (c) Involved the violation of the antitrust or restraint of trade laws of that jurisdiction?

Yes _____ No X

B. IF YES, the following information MUST be attached:

1. Full name, prior name(s) and aliases, if used.
2. Full birth name.
3. Present home address.
4. Prior addresses (for immediate preceding 7-year period).
5. Date and location of birth.
6. The nature and description of each conviction or judicial action, date and location, the court and public agency involved and file or cause number of case.

C. Has any person serving as an officer, director, trustee, incorporator or holder of over twenty per cent of the issued and outstanding common shares or twenty per cent of any other proprietary, beneficial or membership interest in the corporation served in any such capacity or held a twenty per cent interest in any other corporation in any jurisdiction on the bankruptcy or receivership of the other corporation?

Yes _____ No X

IF YOUR ANSWER TO THE ABOVE QUESTION IS "YES", YOU MUST ATTACH THE FOLLOWING INFORMATION FOR EACH CORPORATION:

1. Name and address of the corporation.
2. Full name (including aliases) and address of each person involved.
3. State(s) in which the corporation:
 - (a) Was incorporated.
 - (b) Has transacted business.
4. Dates of corporate operation.
5. Date and case number of bankruptcy or receivership.

Under penalties of law, the undersigned incorporator(s)/officer(s) declare(s) that I(we) have examined this Certificate, including any attachments, and to the best of my(our) knowledge and belief it is true, correct and complete, and hereby declare as indicated above. THE SIGNATURE(S) MUST BE DATED WITHIN THIRTY (30) DAYS OF THE DELIVERY DATE.

BY David L. Gibson BY _____

PRINT NAME David L. Gibson PRINT NAME _____

TITLE VP Operations DATE 1/9/09 TITLE _____ DATE _____

DOMESTIC CORPORATIONS: ALL INCORPORATORS MUST SIGN THE INITIAL CERTIFICATE OF DISCLOSURE. If within sixty days, any person becomes an officer, director, trustee or person controlling or holding over 10% of the issued and outstanding shares or 10% of any other proprietary, beneficial, or membership interest in the corporation and the person was not included in this disclosure, the corporation must file an AMENDED certificate signed by at least one duly authorized officer of the corporation.

FOREIGN CORPORATIONS: MUST BE SIGNED BY AT LEAST ONE DULY AUTHORIZED OFFICER OF THE CORPORATION.

OFFICERS

The following individuals are officers of EnTelegent Solutions, Inc. and may be contacted at the Company's headquarters located at 3800 Arco Corporate Drive, Suite 310, Charlotte, NC 28273:

W.B. Wheeler, Jr. ("Bo")

President

David L. Gibson

Vice President of Operations

DIRECTORS

Tom Turpin

Chairman

Mr. Turpin owns 100% of the shares of Entelegent.

ENTELEGENT SOLUTIONS, INC.

ATTACHMENT B

TARIFFS

ENTELEGENT SOLUTIONS, INC.

ATTACHMENT B1

Proposed IXC Tariff

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

**INTEREXCHANGE TELECOMMUNICATIONS TARIFF
OF ARIZONA
ENTELEGENT SOLUTIONS, INC.**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for interexchange telecommunications services provided by Entelegant Solutions, Inc., ("Entelegant") with principal offices located at 3800 Arco Corporate Drive, Suite 310, Charlotte, North Carolina 28273. 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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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION
Title	Original	*		
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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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EXPLANATION OF SYMBOLS

The following symbols are used for the purposes indicated below:

- (C) - To signify changed listing, rule, or condition that may affect rates or charges.
- (D) - To signify discontinued material, including listing, rate, rule, or condition.
- (I) - To signify an increase.
- (M) - To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) - To signify new material including listing, rate, rule or condition.
- (R) - To signify a reduction.
- (S) - To signify reissued material.
- (T) - To signify change in wording of text but not change in rate, rule, or condition.

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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.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to a Entelegant Solutions, Inc. switching center or point of presence.

Account Codes - Optional, customer defined digits that allow the customer to identify the individual user, department, or client associated with a call.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier's service.

Call - A completed connection established between a calling station and one or more called stations.

Customer - The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Company or Carrier - Entelegant Solutions, Inc. unless otherwise clearly indicated by the context.

LEC - Local Exchange Company.

Special Access Origination - Where originating access between the customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the end user.

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

Travel Card - A proprietary calling card offered by the Company which enables the Customer to use the Company's service by dialing a Company-provided access number.

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

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's services and facilities are furnished for communications within the State of Arizona under terms of this tariff.

The Company undertakes to provide the services offered in this tariff in accordance with the terms and conditions set forth under this tariff. 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 the Company. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 All facilities provided under this tariff are directly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

2.4 Liabilities of the Company

- 2.4.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- 2.4.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.
- 2.4.6 No third party provider or their directors, officers or employees that are directly or indirectly associated with the Company's performance of our services shall be liable to the Customer for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages arising out of a service failure.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

2.5 Deposits

2.5.1 Commercial Customers

- A. The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established satisfactory credit and has no history of late payments to the Company.
- B. The amount of the deposit which may be required of a Customer for the purpose of establishing credit shall not exceed two times the average monthly bill for residential Customers whose bills are payable in advance. The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change.
- C. The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.
- D. The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate prescribed by the Commission.
- E. The Company shall keep a record of each cash deposit until the deposit is returned. The record will show the name of each Customer making a deposit; the premises occupied by the Customer when making the deposit and each successive premises occupied while the deposit is retained by the Company; the amount and date of making the deposit; and a record of each transaction, such as the payment of interest, interest credited, etc., concerning the deposit. Concurrently with receiving a deposit, the Company will provide the Customer a receipt showing the deposit date, the name and billing address of the Customer and the deposit amount.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

2.5 Deposits, (Cont'd.)

2.5.1 Commercial Customers, (Cont'd.)

- F. Upon discontinuance of service, or when a Customer has established credit by other means, the Company will promptly refund any deposit, plus accrued simple interest, or the balance, if any, in excess of the unpaid bills for the services furnished by the Company. A transfer of service from one location to another within the Company serving area shall not be deemed a discontinuance with the Company if the character of the service remains unchanged.

- G. Deposits will be refunded after twelve months of timely payment, with interest as specified above.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

2.6 Advance Payments

2.6.1 Advance payments are not required of residential Customers.

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

2.7 Taxes and Fees

2.7.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.

2.7.2 To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.7.3 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Taxes and Fees, (Cont'd.)****2.7.4 Pay Telephone Surcharge**

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

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

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

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

Rate per Call, maximum \$0.60

2.7.5 Universal Service Fund

A monthly Universal Service Fund charge will be added to each bill based upon the total intrastate billed revenues. This charge shall in no event exceed the amount of the Arizona Corporation Commission assessment levied upon the Company.

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

2.8 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key system, or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.9 Installation

Service is installed upon mutual agreement between the Customer and the Company.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

2.10 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by the Company. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Terms of payment shall be according to the rules and regulations of the billing agent and subject to the rules of regulatory agencies, such as the Commission. Any objections to billed charges must be reported to the Company or its billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

The Company's bills are due upon receipt. Amounts not paid within 30 days from the due date of the invoice will be considered past due. Customers may be assessed a late fee on past due amounts in the maximum lawful rate under applicable state law but shall not exceed a late fee of 1.5%. If a Customer presents an undue risk of nonpayment at any time, the Company may require that Customer to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash.

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

2.11 Cancellation by Customer

Customer may cancel service by providing 30 days written notice to the Company unless otherwise agreed to in the written service order.

2.12 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates, and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.13 Refusal or Discontinuance by Company**

The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer will be given 5 days notice to comply with any rule or remedy any deficiency:

- A. For non-compliance with or violation of any State, municipal, or Federal law, ordinance, or regulation pertaining to telephone service.
- B. For the use of telephone service for any other property or purpose other than that described in the application.
- C. For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- D. For noncompliance with or violation of Commission regulations or the Company's rules and regulations on file with the Commission, provided five (5) days' written notice is given before termination.
- E. For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases.
- F. Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- G. Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
- H. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- I. Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits carrier from furnishing such services.
- J. For periods of inactivity over sixty (60) days.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

2.14 Interruption of Service

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal. Interruptions caused by Customer-provided or Carrier-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the customer has the option of using the long distance network via local exchange company access.

2.15 Inspection, Testing, and Adjustment

Upon reasonable notice, the facilities provided by the Carrier shall be made available to the Carrier for tests and adjustments as may be deemed necessary by the Carrier for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.16 Tests, Pilots, Promotional Campaigns and Contests

The Carrier may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Carrier may also waive a portion of all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Carrier. From time to time the Company may waive all processing fees for a Customer.

2.17 Reservation of Toll Free "800/888" Numbers

The Company will make every effort to reserve Toll Free "800/888" vanity numbers for customers, but makes no guarantee or warranty that the requested number(s) will be available.

2.18 Portability of Toll Free "800/888" Numbers

The Company will participate in porting Toll Free "800/888" numbers only if the account balance is zero and all charges incurred as a result of the Toll Free "800/888" number have been paid.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

2.19 Return Check Charge

The Company reserves the right to assess a charge of \$25.00, or the maximum amount allowed by law (whichever is less), whenever a check or draft present for payment of service not accepted by the institution upon which it is written.

2.20 Complaint Procedures

Customer complaints and inquiries regarding their bills may be directed to the toll-free number provided by the billing agent on the bill. In addition, inquiries and complaints may also be directed to:

Customer Service Department
EnTelegant Solutions, Inc.
3800 Arco Corporate Drive, Suite 310
Charlotte, North Carolina 28273

800-975-7192

If not satisfied with the Company's response, customers may contact:

Consumer Service Section
Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007
(602) 542-4251

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICES AND RATES

3.1 Timing of Calls

- 3.1.1 Long distance usage charges are based on the actual usage of the Company's network. Chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.
- 3.1.2 Minimum call duration is specified for each product in Section 4 of this tariff.
- 3.1.3 Unless otherwise specified in this tariff, after the initial minimum period usage is beyond the minimum call duration is measured and rounded to the next higher six second increment for billing purposes. The initial minimum period for each product is specified in Section 4 of this tariff.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.2 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

Step 1 Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.

Step 2 Obtain the difference between the "V" coordinates of each of the serving wire centers. Obtain the difference between the "H" coordinates.

Step 3 Square the differences obtained in Step 2.

Step 4 Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 Divide the sum of the square obtained in Step 4 by ten (10) . Round to the next higher whole number if any fraction results from the division.

Step 6 Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

Formula:

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

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.3 Direct Dial Service

Direct Dial Service rates apply when the Customer dials the telephone number without the assistance of an operator and the call is billed to the calling number. Usage is billed in one (1) minute increments with a one (1) minute minimum period.

	Maximum
Per Minute Usage Rate All Times of Day	\$0.50

3.4 Directory Assistance Service

A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

	Maximum Per Call:
Long Distance Directory Assistance (555-1212)	\$3.98

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 – CURRENT RATES

4.1 General

Each Customer is charged individually for each call placed through the carrier. Charges are computed on an airline mileage basis as described in Section 3.2 of this tariff.

Rates vary by mileage band, time of day, call duration and by originating and terminating access type.

Customers are billed based on their use of the Company's long distance service.

4.2 Special Contract Arrangements

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this tariff. The terms of each contract shall be mutually agreed upon by the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, mixture of services, or other distinguishing features. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

4.3 Special Service Arrangements

4.3.1 If a Customer's requirements cannot be met by services included in this tariff, or pricing for a service is shown in this tariff as "ICB", the Company will provide, where practical, special service arrangements at charges to be determined on an Individual Case Basis. These special service arrangements will be provided if the provision of such arrangements is not detrimental to any other services furnished under the Company's tariffs.

4.3.2 Special service arrangement rates are subject to revision depending on changing costs or operating conditions.

4.3.3 If and when a special service arrangement becomes a generically tariffed offering, the tariffed rate or rates will apply from the date of tariff approval.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 – CURRENT RATES, (CONT'D.)

4.4 Direct Dial Service

Per Minute Usage Rate All Times of Day \$0.25

4.5 Directory Assistance Service

The charges as shown below apply for each request made to the Directory Assistance operator.

Long Distance Directory Assistance (555-1212) **Per Call:**
\$1.99

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ENTELEGENT SOLUTIONS, INC.

ATTACHMENT B2

Proposed Local Exchange Tariff

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

Arizona
LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF
OF
EnTelegant Solutions, Inc.

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by EnTelegant Solutions, Inc., with principal offices at 3800 Arco Corporate Drive, Suite 310, Charlotte, North Carolina 28273, 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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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

CHECK SHEET

The pages listed below of this tariff are effective as of the date shown. Revised pages contain all changes from the original tariff that are in effect as of the date indicated.

SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
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Preface	1	Original *	2	16	Original *
Preface	2	Original *	2	17	Original *
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			2	41	Original *

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

CHECK SHEET, (CONT'D.)

SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
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EXPLANATION OF SYMBOLS

The following symbols are used for the purposes indicated below:

- (C) - To signify changed listing, rule, or condition that may affect rates or charges.
- (D) - To signify discontinued material, including listing, rate, rule, or condition.
- (I) - To signify an increase.
- (M) - To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) - To signify new material including listing, rate, rule or condition.
- (R) - To signify a reduction.
- (S) - To signify reissued material.
- (T) - To signify change in wording of text but not change in rate, rule, or condition.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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 Entelegent Solutions, Inc., hereinafter referred to as the Company, to Customers within the state of Arizona. Entelegent'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 Entelegent Solutions, Inc., at 3800 Arco Corporate Drive, Suite 310, Charlotte, North Carolina 28273.

SERVICE AREA MAP

Entelegent Solutions, Inc. will provide local exchange service in areas currently served by the ILEC and intrastate toll service throughout the State of Arizona. Local calling areas are as defined in Section 3 of this tariff.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 1 - DEFINITIONS

Advance Payment - Payment of all or part of a charge 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, corporation or other entity that is authorized by the Company Customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized

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.

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

Company - Entelegent Solutions, Inc., 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.

Commission - Arizona Corporation Commission.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 1 - 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.

Entelegent - Entelegent Solutions, Inc., issuer of this tariff.

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 network. Presubscribed Customers may also route interexchange calls to the Company 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.

Individual Case Basis (ICB) - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

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.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 1 - DEFINITIONS, (CONT'D.)

Joint User - A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

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.

Local Calling - A completed call or telephonic communication between a calling Station and any other Station within the local service area of the Calling Station.

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.

PIN - Personal Identification Number. See Authorization Code.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 1 - DEFINITIONS, (CONT'D.)

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

Premises - The space occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

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

Service Order - The written or verbal request for Company services by the Customer and the Company in the format devised by the Company. A Service Order initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Services - The Company telecommunications services offered on the Company network.

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 outbound service such that "1 + 10-digit number" calls are automatically routed to the Company or an IXC network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 1 - DEFINITIONS, (CONT'D.)

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

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

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

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

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

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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

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

The Company arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. 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 the Company network. The Customer shall be responsible for all charges due for such service arrangement.

2.1.2 Shortage of Equipment or Facilities

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

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

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.
- 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 to provide service.
- 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, unless otherwise specified by the written Service Order, 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.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

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

2.1.3 Terms and Conditions, (Cont'd.)

- D. Service may be terminated by Company upon written notice to the Customer if:
 - 1. the Customer is using the service in violation of this tariff; or
 - 2. the Customer is using the service in violation of the law; or
 - 3. the Customer is in violation of written Service Order terms.

- E. This tariff shall be interpreted and governed by the laws of the State of Arizona regardless of its choice of laws provision.

- F. 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.

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

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

2.1.4 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that 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.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

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

2.1.4 Limitations on Liability, (Cont'd.)

- D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, due to:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 2. Any delay or failure of performance or equipment due to causes beyond the Company control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 3. Any unlawful or unauthorized use of Company facilities and services;
 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
 5. Breach in the privacy or security of communications transmitted over Company facilities;

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

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

2.1.4 Limitations on Liability, (Cont'd.)

D. (Cont'd.)

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company liability is limited as set forth in Section 2.1.4.A.
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;
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 Company facilities;
9. Any non-completion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of Company services or facilities.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

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

2.1.4 Limitations on Liability, (Cont'd.)

- E.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F.** The Company makes no 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.
- 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.
- 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.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

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

2.1.4 Limitations on Liability, (Cont'd.)

I. With respect to Emergency Number 911 Service

1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, of (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
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.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

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

2.1.5 Notification of Service-Affecting Activities

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

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

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by Company agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

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

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

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.

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside Company 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.

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

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

2.1.8 Special Construction

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

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

2.1.9 Ownership of Facilities

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

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

2.2 Prohibited Uses

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use Company offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company 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 who 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.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

2.3 Obligations of the Customer

2.3.1 General

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

- A. the payment of all applicable charges pursuant to this tariff and written Service Orders;
- B. damage to or loss of Company 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;

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

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

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

2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of Company 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, 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 Company services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this rate sheet including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this rate sheet is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. Company 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 Company 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 Company employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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

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

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. 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 "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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

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

2.4.4 Inspections

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

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

2.5 Payment Arrangements

2.5.1 Payment for Service

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

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company 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.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

2.5 Payment Arrangements, (Cont'd.)

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 unless otherwise agreed to in advance. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- 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.

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

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges, (Cont'd.)

- 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, thirty (30) days following the invoice date, 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 submitted by the Customer to the Company that a financial institution refuses to honor.
- G. If service is disconnected by the Company in accordance with Section 2.6 following and later restored, restoration of service will be subject to all applicable installation charges. Service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

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

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Disputed Bills

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 30 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.

- B. Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Arizona Corporation Commission. The address of the Commission is as follows:

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.

- D. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, payment is due within 5 days of notice of resolution or late fees and penalties will apply.

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

2.5 Payment Arrangements, (Cont'd.)

2.5.4 Advance Payments

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

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

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Deposits

A. Commercial Customers

1. The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established satisfactory credit and has no history of late payments to the Company.
2. The amount of the deposit which may be required of a Customer for the purpose of establishing credit shall not exceed two (2) times the estimated average monthly bill for residential Customers and two and one-half (2 ½) times the estimated average monthly bill for non-residential Customers. The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change.
3. The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.

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

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Deposits, (Cont'd.)

A. Commercial Customers, (Cont'd.)

4. The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate prescribed by the Commission.
5. The Company shall keep a record of each cash deposit until the deposit is returned. The record will show the name of each Customer making a deposit; the premises occupied by the Customer when making the deposit and each successive premises occupied while the deposit is retained by the Company; the amount and date of making the deposit; and a record of each transaction, such as the payment of interest, interest credited, etc., concerning the deposit. Concurrently with receiving a deposit, the Company will provide the Customer a receipt showing the deposit date, the name and billing address of the Customer and the deposit amount.
6. Upon discontinuance of service, or when a Customer has established credit by other means, the Company will promptly refund any deposit, plus accrued simple interest, or the balance, if any, in excess of the unpaid bills for the services furnished by the Company. A transfer of service from one location to another within the Company serving area shall not be deemed a discontinuance with the Company if the character of the service remains unchanged.
7. Deposits will be refunded after twelve months of timely payment, with interest as specified above.

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2.5 Payment Arrangements, (Cont'd.)

2.5.6 Cancellation of Application for Service

- A. Applications for service cannot be canceled without Company 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. Special charges described in 2.5.6.A. through 2.5.6.C. will be calculated and applied on a case-by-case basis.

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2.5 Payment Arrangements, (Cont'd.)

2.5.7 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.

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

2.6 Discontinuance of Service

Service continues to be provided until canceled by the Customer, in writing, or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

Without incurring liability, Entelegent may refuse or discontinue service for the following reasons provided that, unless otherwise stated, business Customers will be given five (5) days written notice and residential Customers will be given fifteen (15) days written notice by first class mail, with a final notice by Certified Mail five (5) days prior to discontinuance.

- 2.6.1 For noncompliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.6.2 For noncompliance with or violation of Commission regulation or Entelegent's rules and regulations on file with the Commission.
- 2.6.3 Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.
- 2.6.4 For failure of the Customer to make proper application for service or for use of telephone service for any other property or purpose than that described in the application.

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

2.6 Discontinuance of Service, (Cont'd.)

- 2.6.5 Without notice in the event of tampering with the equipment or services owned by Entelegant or its agents.
- 2.6.6 Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect Company equipment or Company service to others.
- 2.6.7 For neglect or refusal to provide reasonable access to Entelegant or its agents for the purpose of inspection and maintenance of equipment owned by Entelegant or its agents.
- 2.6.8 For non-payment of any amount past due to the Company by the Customer.
- 2.6.9 Without notice for unauthorized or unlawful use of Authorization Codes. Authorization Codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company.
- 2.6.10 Without notice in the event of any other unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Entelegant may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.6.11 For Customer's breach of contract for service between the Company and the Customer.

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

2.7 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 2.7.1 for the part of the service that the interruption affects.

2.7.1 General

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

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

2.7.2 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 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 2.7.3), or utilize another service provider;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

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

2.7.3 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.

2.7.4 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.

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

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

2.7.4 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 2 hours	
Over 2 Hours	Credit Formula

Credit Formula:

$$\text{Credit} = A/720 \times B$$

A = outage time in hours (must be 8 or more)

B = total monthly Recurring Charge for affected service.

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

2.7.5 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.

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

2.8 Use of Customer's Service by Others

2.8.1 Joint Use Arrangements

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

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

2.9 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 2.7.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below unless otherwise stated in written Service Order. 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.

2.9.1 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.

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

2.10 Transfers and Assignments

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

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

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

2.11 Customer Liability for Unauthorized Use of the Network

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

2.11.1 Customer Liability for Fraud and Unauthorized Use of the Network

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

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

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

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

2.12 Notices and Communications

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

2.13 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.

2.13.1 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.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

2.14 Miscellaneous Provisions

2.14.1 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.

2.14.2 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.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - SERVICE AREAS

3.1 Local Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in the exchanges and local calling areas currently served by the Incumbent LEC.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 - SERVICE CHARGES AND SURCHARGES

4.1 Service Order and Change Charges

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

Primary Line Connection Charge: Applies to requests for initial connection or establishment of telephone service with the Company.

Secondary Line Connection Charge: Applies to installation of a second or additional access line.

Service Order Charge: Applies to connection of new lines and to services orders associated with Customer requests for changes in service, moves, and the addition of services, including the additional of calling features.

4.1.2 Rates

Line Connection Charge	Maximum Business
Primary Line	\$120.00
Secondary Line	\$120.00
Service Order Charge	
Moves/Adds/Changes	\$50.00

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.2 Premises Visit Charge

Premises Visit charges apply when the installation of network access facilities or trouble resolution require a visit to the Customer's premises. This charge applies in addition to the Technician Dispatch Charge.

	Maximum Business
Installation Charge – 1 st Hour	\$240.00
Repair Charge – 1 st ½ Hour	\$182.00
Repair Charge – Each Add'l ½ Hour	\$92.00

4.3 Restoral Charge

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 Business
Per occasion, per line:	\$80.00

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.4 Carrier Presubscription

4.4.1 General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier that 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.

4.4.2 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 Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary InterLATA interexchange carrier.
- Option F:** Customer may select a carrier other than the Company for no presubscribed carrier for IntraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all IntraLATA toll calls to the carrier of choice for each call.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.4 Carrier Presubscription, (Cont'd.)

4.4.3 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 4.4.5 below.

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SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.4 Carrier Presubscription, (Cont'd.)

4.4.4 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 4.4.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

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SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.4 Carrier Presubscription, (Cont'd.)

4.4.5 Presubscription Charges

A. Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 4.4.4 above, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

B. Nonrecurring Charges

	Maximum
Per business or residence line, trunk, or port	
Initial Line, or Trunk or Port	\$10.00
Additional Line, Trunk or Port	\$10.00

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.5 Public Telephone Surcharge

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

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

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

Rate Per Call: **Maximum**
\$1.20

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 5 - LOCAL EXCHANGE SERVICE

5.1 General

Local exchange service is offered to business Customers on a presubscription basis from equal access originating end offices only. Service is provided on a term basis only. Unless other specified, the minimum term is one (1) year. Rates for service may vary by call type and/or term commitment. Usage rates, per call charges and monthly fees may apply. In addition, applicable Service Order and other non-recurring charges may apply. Call timing is defined in the description for each service. Service is available 24 hours a day, 7 days a week. Service is available where technically feasible and where facilities permit.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.2 Charges Based on Duration of Use

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

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

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SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.3 Basic Local Exchange Service

5.3.1 General

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company switching network that enables the Customer to:

- A. receive calls from other stations on the public switched telephone network;
- B. access the Company Local Calling Services and other Services as set forth in this tariff;
- C. access interexchange calling services of the Company and of other carriers;
- D. access (at no additional charge) to Company operators and business office for service related assistance;
- E. access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- F. access relay services for the hearing and/or speech impaired.

Basic Local Exchange Services cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company switch. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Individual line Business Basic Local Exchange Service is comprised of exchange access lines defined as follows:

Exchange Access Line - The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer.

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SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.3 Basic Local Exchange Service, (Cont'd.)

5.3.2 Flat Rate Local Exchange Service

Flat Rate Local Exchange Service provides a Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Flat Rate Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephone, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Flat Rate Local Exchange Service are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Flat Rate Local Exchange Service includes unlimited local exchange calling per month.

	Maximum Business
Monthly Rate, per line:	\$120.00

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 6 - SUPPLEMENTAL SERVICES

6.1 Optional Calling Features

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

6.1.1 Feature Descriptions

Anonymous Call Rejection - Gives the Customer the ability to prevent future calls from specific telephone numbers and can be activated after receipt of an unwanted call or after entering a telephone number from which the calling party does not wish to receive future calls. The screening list holds a maximum of fifteen (15) numbers.

Auto Call Back - Allows a Customer to return the most recent incoming call and hear an announcement of the last telephone number that called.

Auto Redial - Automatically redials a busy number for up to 30 minutes until line is available.

Call Forwarding - Allows incoming calls forwarded to be forwarded to another line specified by the Customer by dialing a code and the telephone number to which the calls will be forwarded.

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

Call Waiting / Call Waiting with Caller ID - Allows the Customer engaged in a call to receive a tone signal indicating a second call is waiting, and by operation of the switchhook to place the first call on hold and answer the waiting call. Call Waiting with Caller ID provides Call Waiting service with the display of Caller ID information for the call that is waiting.

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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.1 Optional Calling Features, (Cont'd.)

6.1.1 Feature Descriptions, (Cont'd.)

Caller ID-Number Only - Provides for the display of the calling party telephone number on Caller ID compatible Customer premises equipment.

Caller ID Name and Number - Provides for the display of the calling party name and telephone number on Caller ID compatible Customer premises equipment.

Custom Ringing - Allows a Customer to have up to two separate telephone numbers (one main and one additional number) associated with one local exchange access line. Each telephone numbers has a distinctive ring on incoming calls for identification purposes.

Priority Call - Allows a Customer to assign a maximum of fifteen (15) callers' telephone numbers to a special list. The customer will hear a distinctive ring at his location when calls are received from callers' telephone numbers on that list.

Speed Calling 8 - Allows the Customer to dial an abbreviated code to originate a call to any of 8 programmed telephone numbers.

Three-Way Calling - Allows the Customer to add a third party to an existing conversation.

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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.1 Optional Calling Features, (Cont'd.)

6.1.2 Rates

A. Features Offered on a Monthly Basis

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

Feature	Monthly Recurring Charge Maximum Business
Anonymous Call Rejection	\$6.00
Auto Call Back (*69)	\$8.00
Auto Redial	\$6.00
Call Forwarding - Busy Line	\$4.00
Call Waiting/ Call Waiting with Caller ID	\$12.00
Caller ID Name and Number	\$17.00
Distinctive Ringing	\$13.00
Priority Call	\$3.50
Speed Calling 8	\$6.00
Speed Calling 30	\$8.00
Three Way Calling	\$9.98

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.1 Optional Calling Features, (Cont'd.)

6.1.2 Rates, (Cont'd.)

B. Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Business line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer.

Feature	Maximum Per Use
Busy Redial	\$1.50
Return Call	\$1.50
Three Way Calling	\$1.50
Call Trace	\$3.00

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.2 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.

Local Directory Assistance Per Call Charge

Maximum

\$1.25

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.3 Operator Services

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.

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.

Third Party Billed - Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls - Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.3 Operator Services, (Cont'd.)

6.3.1 Local Usage Charges

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.

6.3.2 Per Call Service Charges

	Maximum
Customer Dialed Calling Card	\$1.50
Operator Dialed Calling Card	\$5.00
Operator Assisted	
Collect	\$5.00
3rd Party Billed	\$5.00
Person-to-Person	\$9.00

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.4 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, requests interruption and the call has already been verified as busy.

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.

6.4.1 Rates

	Maximum
Busy Line Verification, per request:	\$5.00
Busy Line Interrupt, per request:	\$10.00

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.5 Directory Listing Service

6.5.1 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.

6.5.2 Listings

A. Primary Listing

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.5 Directory Listing Service, (Cont'd.)

6.5.2 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, Commissions, Divisions, Trade names, etc.

In connection with business 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.

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.5 Directory Listing Service, (Cont'd.)

6.5.2 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.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.5 Directory Listing Service, (Cont'd.)

6.5.2 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.

6.5.3 Monthly Rates

	Monthly Rate
	Maximum Business
Additional Listings	\$3.00
Nonlisted Service	\$4.00
Nonpublished Service	\$9.00

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 7 - CONTRACT SERVICES

7.1 Special Contract Arrangements

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this tariff. The terms of each contract shall be mutually agreed upon by the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, mixture of services, or other distinguishing features. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

7.2 Special Service Arrangements

7.2.1 If a Customer's requirements cannot be met by services included in this tariff, or pricing for a service is shown in this tariff as "ICB", the Company will provide, where practical, special service arrangements at charges to be determined on an Individual Case Basis. These special service arrangements will be provided if the provision of such arrangements is not detrimental to any other services furnished under the Company's tariffs.

7.2.2 Special service arrangement rates are subject to revision depending on changing costs or operating conditions.

7.2.3 If and when a special service arrangement becomes a generically tariffed offering, the tariffed rate or rates will apply from the date of tariff approval.

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SECTION 8 - SPECIAL ARRANGEMENTS

8.1 Non-Routine Installation and/or Maintenance

At the Customer's request, installation and/or maintenance may be performed outside Company regular business hours, or (in sole discretion of the Company and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and 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.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 9 - PROMOTIONS

9.1 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

9.2 Special Promotions

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges. The Company will notify the Commission prior to the effective date of any promotional offering.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 10 - CURRENT RATES

10.1 Service Order Charges

Line Connection Charge	Business
Primary Line	\$60.00
Secondary Line	\$60.00
Service Order Charge	
Moves/Adds/Changes	\$25.00

10.2 Premises Visit Charge

	Business
Installation Charge – 1 st Hour	\$120.00
Repair Charge – 1 st ½ Hour	\$91.00
Repair Charge – Each Add'l ½ Hour	\$46.00

10.3 Restoral Charge

	Business
Per occasion, per line:	\$40.00

10.4 Carrier Presubscription

Per business or residence line, trunk, or port	
Initial Line, or Trunk or Port	\$5.00
Additional Line, Trunk or Port	\$5.00

10.5 Public Telephone Surcharge

Rate Per Call:	\$0.60
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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 10 - CURRENT RATES, (CONT'D.)

10.6 Flat Rate Local Exchange Service

	Business
Monthly Rate, per line:	\$60.00

10.7 Optional Calling Features

	Monthly Recurring Charge
Feature	Business
Anonymous Call Rejection	\$3.00
Auto Call Back (*69)	\$4.00
Auto Redial	\$3.00
Call Forwarding - Busy Line	\$2.00
Call Waiting/ Call Waiting with Caller ID	\$6.00
Caller ID Name and Number	\$8.50
Distinctive Ringing	\$6.50
Priority Call	\$1.75
Speed Calling 8	\$3.00
Speed Calling 30	\$4.00
Three Way Calling	\$4.99
Feature	Per Use
Busy Redial	\$0.75
Return Call	\$0.75
Three Way Calling	\$0.75
Call Trace	\$1.50

10.8 Directory Assistance Services

Local Directory Assistance Per Call Charge	\$1.25
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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 10 - CURRENT RATES, (CONT'D.)

10.9 Operator Services

Customer Dialed Calling Card	\$0.75
Operator Dialed Calling Card	\$2.50
Operator Assisted	
Collect	\$2.50
3rd Party Billed	\$2.50
Person-to-Person	\$4.50

10.10 Busy Line Verification and Emergency Interrupt Service

Busy Line Verification, per request:	\$2.50
Busy Line Interrupt, per request:	\$5.00

10.11 Directory Listing Service

	Monthly Rate
	Business
Additional Listings	\$1.50
Nonlisted Service	\$2.00
Nonpublished Service	\$4.50

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ENTELEGENT SOLUTIONS, INC.

ATTACHMENT B3

Proposed Access Tariff

ACCESS SERVICES TARIFF

ARIZONA

TELECOMMUNICATIONS ACCESS SERVICES TARIFF

OF

ENTELEGENT SOLUTIONS, INC.

This tariff includes the rates, charges, terms and conditions of service for the provision of intrastate access telecommunications services by Entelegant Solutions, Inc., ("Entelegant") with principal offices located at 3800 Arco Corporate Drive, Suite 310, Charlotte, North Carolina 28273. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the Company principal place of business.

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ACCESS SERVICES TARIFF

CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
1	Original	*	26	Original	*	51	Original	*
2	Original	*	27	Original	*	52	Original	*
3	Original	*	28	Original	*	53	Original	*
4	Original	*	29	Original	*	54	Original	*
5	Original	*	30	Original	*	55	Original	*
6	Original	*	31	Original	*	56	Original	*
7	Original	*	32	Original	*	57	Original	*
8	Original	*	33	Original	*	58	Original	*
9	Original	*	34	Original	*	59	Original	*
10	Original	*	35	Original	*	60	Original	*
11	Original	*	36	Original	*	61	Original	*
12	Original	*	37	Original	*	62	Original	*
13	Original	*	38	Original	*	63	Original	*
14	Original	*	39	Original	*	64	Original	*
15	Original	*	40	Original	*	65	Original	*
16	Original	*	41	Original	*	66	Original	*
17	Original	*	42	Original	*	67	Original	*
18	Original	*	43	Original	*	68	Original	*
19	Original	*	44	Original	*	69	Original	*
20	Original	*	45	Original	*			
21	Original	*	46	Original	*			
22	Original	*	47	Original	*			
23	Original	*	48	Original	*			
24	Original	*	49	Original	*			
25	Original	*	50	Original	*			

* - indicates those pages included with this filing

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ACCESS SERVICES TARIFF

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ACCESS SERVICES TARIFF

EXPLANATION OF SYMBOLS

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

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

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ACCESS SERVICES TARIFF

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 Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff 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.

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ACCESS SERVICES TARIFF

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Access Code - Denotes a uniform code assigned by the Company to an individual End User. The code has the form 101XXXX or 950-XXXX.

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

Access Minutes - The increment for measuring usage of exchange facilities for the purpose of calculating chargeable usage.

Access Service Request (ASR) - The service order form used by access service Customers and the Company to establish, move, or rearrange access services provided by the Company.

Access Tandem - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between End Offices and the Customer's Premises or Point of Presence.

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

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

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

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

Call - A Customer or End User attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the Serving Wire Center, End Office or Access Tandem Switch.

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

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ACCESS SERVICES TARIFF

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

Central Office - The premises of the Company or another local exchange carrier containing one or more switches where Customer or End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities.

Channel - A communications path between two or more points.

CIC - An interexchange carrier identification code.

CMRS - Commercial Mobile Radio Services

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

Company or Carrier - Used throughout this tariff to indicate Entelegent Solutions, Inc.

Constructive Order - Delivery of calls to or acceptance of calls from the Customer's End Users over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly, the selection of the Customer by an End User as the End User's PIC constitutes a Constructive Order for switched access by the Customer.

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

Customer - Any person, firm, partnership, corporation or other entity which uses service under the terms and conditions of this tariff and is responsible for the payment of charges. In most contexts, the Customer is an Interexchange Carrier utilizing the Company's Switched or Dedicated Access services described in this tariff to reach its End Users.

Customer Premises - The premises specified by the Customer for termination of access services. Typically an Interexchange Carrier's Point of Presence.

Dedicated Access - Where originating or terminating access between an End User and an Interexchange Carrier are provided via dedicated facilities, circuits or channels. A method of reaching the Customer's communication and switching systems whereby the End User is connected directly to the Customer's Point of Presence without utilizing the services of the local switched network.

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ACCESS SERVICES TARIFF

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

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

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

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

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

End Office - The Central Office from which the End User's Premises would normally obtain local exchange service and dial tone from the Company or another local exchange company.

End Office Switch - A Company switching system where Customer or End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities. In most contexts, the End User is connected via station loops or trunks to an End Office Switch.

End User - Any person, firm, partnership, corporation or other entity which uses the service of the Company under the terms and conditions of this tariff. In most contexts, the End User is the customer of an Interexchange Carrier who in turn utilizes the Company's Switched or Dedicated Access services described in this tariff to provide the End User with access to the IC's communication and switching systems.

End User Premises - The premises specified by the Customer or End User for termination of access services at the End User's physical location.

Equal Access - Where the local exchange company Central Office provides interconnection to Interexchange Carriers with Feature Group D circuits. In such End Offices, End Users can presubscribe their telephone line(s) to their preferred Interexchange Carrier. A form of dialed access provided by local exchange companies whereby telephone calls dialed by the End User are automatically routed to the Company's network. End Users may also route calls to the Company's network by dialing an access code provided by the Company.

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ACCESS SERVICES TARIFF

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

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

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

Host Office - An electronic switching system which provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

Individual Case Basis or ICB - A process whereby the terms, conditions, rates and/or charges for a service provided under the general provisions of this tariff are developed or modified based on the unique circumstances in each case. ICB rates are determined using the rules and regulations for Special Contracts, Arrangements and Construction as contained in Section 4 of this tariff.

InterMTA Traffic -- InterMTA traffic refers to wireless-to-wireline traffic that originates and terminates in two different MTAs.

Interstate -The regulatory jurisdiction of services used for communications between one or more originating and terminating points located in different states within the United States or between one or more points in the United States and at least one international location.

IntraMTA Traffic -- IntraMTA traffic refers wireless-to-wireline traffic that originates and terminates within the same MTA.

Intrastate - For the purpose of this tariff, the term Intrastate applies to the regulatory jurisdiction of services used for communications between one or more originating and terminating points, all located within the State of Arizona.

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

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

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

LEC - Local Exchange Company.

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

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

Message - See Call.

MTA -- Major Trading Area as defined in 47 C.F.R. paragraph 24-102 of the FCC Rules and Regulations.

N/A - Not Applicable.

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

NPA - Numbering Plan Area or area code.

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

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

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

Off-Hook - The active condition of Switched Access service or a telephone exchange line.

On-Hook - The idle condition of Switched Access service or a telephone exchange line.

Originating Direction - The use of Switched Access Service for the origination of calls from an End User's Premises to a Customer's Point of Presence.

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

PIC - Primary Interexchange Carrier.

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

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

Point of Termination - The point of demarcation within a Customer or End User Premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided or End User-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

Premises - A building, portion of a building in a multi-tenant building, or buildings on continuous property not separated by a highway. May also denote a Customer-owned enclosure or utility vault located above or below ground on private property or on Customer acquired right-of-way.

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

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

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

Query - The inquiry to a Company data base to obtain information, processing instructions or service data.

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

Remote Switching Modules or Remote Switching Systems (RSM/RSS) - Small remotely controlled electronic End Office Switching equipment which obtains its call processing capability from a Host Office. An RSM/RSS cannot accommodate direct trunks to an End User or Customer.

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

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

Service Order - A written request for network services executed by the Customer and the Company.

Serving Wire Center Switch - A Company switching system where Customer or End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities. In most contexts, the Customer or End User is connected via station loops or trunks to a Serving Wire Center Switch.

Special Access - See Dedicated Access.

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

Switched Access - Where originating or terminating access between an End User and an Interexchange Carrier is provided via Feature Group facilities, circuits or channels provided by a local exchange carrier. A method of reaching the Customer's communication and switching systems whereby the End User is connected to the Customer's Point of Presence or designate using services of the local switched network.

Tandem Switch - See Access Tandem.

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

Terminating Direction - The use of Switched Access Service for the completion of calls from a Customer's Point of Presence to an End User Premises.

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

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

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

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ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 The Company undertakes to furnish switched or dedicated access communications service pursuant to the terms of this tariff.
- 2.1.2 The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.3 The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.
- 2.1.4 The Company arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. The Customer shall be responsible for all charges due for such service arrangements.

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

2.2 Use of the Company's Service

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

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

2.3 Limitations

- 2.3.1 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and equipment and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.
- 2.3.3 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2.3.4 The Company may block any signals being transmitted over its network by Customers which cause interference to the Company or other users. Customer shall not be relieved of any obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.3.5 The Company reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.6 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

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

2.4 Assignment and Transfer

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any entity directly or indirectly controlling, controlled by or under common control with the Company, whether direct or indirect; b) under any sale or transfer of all or substantially all the assets of the Company within the state; or c) under any financing, merger or reorganization of the Company.

2.5 Application or Service

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

2.6 Ownership of Facilities

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

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

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2.7 Liability of the Company

- 2.7.1** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, changing or removing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate, at the sole discretion of the Company) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.7.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, without limitation, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.7.3** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.7.4** The Company shall not be liable for any failure of 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 service to restore service in compliance with FCC, or other relevant Commission, rules and regulations.
- 2.7.5** The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or by facilities or equipment provided by the Customer.

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

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

- 2.7.6 No liability shall attach to the Company by reason of any defacement or damage to the Customer's premise resulting from the existence of the Company's equipment or facilities on such premise, or by the installation or removal thereof, when such defacement or damage is not the result of the gross negligence or intentional misconduct of the Company or its employees.
- 2.7.7 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- 2.7.8 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 warranties and representations expressly set forth herein.
- 2.7.9 Failure by the Company to assert its rights under a provision of this tariff does not preclude the Company from asserting its rights in the future with respect to that provision or from asserting its rights under other provisions.

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

2.8 Liability of the Customer

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

2.8.2 To the extent caused by the acts or omissions of the Customer as described in Section 2.8.1, 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 to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided to such third party.

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

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

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

2.9 Obligations of the Customer

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

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

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

2.9.1 (Cont'd.)

- E. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible under Section 2.9.1.C.; 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;
- F. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- G. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, such agreement not to be reasonably withheld or denied. No allowance will be made for the period during which service is interrupted for such purposes;
- H. taking all steps necessary to cancel or otherwise discontinue any service(s) to be replaced by any of the Company's service(s) as described herein; and
- I. ensuring that any Customer-provided equipment and/or systems are properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.

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

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

2.9.2 With regard to access services provided by the Company, specific Customer responsibilities include, but are not limited to, the following:

A. Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria, or operating or maintenance characteristics of the facilities.

B. Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate the planning of actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

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

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

2.9.2 (Cont'd.)

C. Jurisdictional Reports

Jurisdictional reporting requirements will be as specified below. When a Customer orders access service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. The Percent State Usage (PSU) is 1-PIU. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

1. Originating Access - Originating access minutes consist of traffic originating from the Company local switching center(s). The Customer must provide the Company with a projected PIU factor on an annual basis.

If no PIU for originating minutes is submitted as specified herein, a default PIU of 50% will be applied by the Company.

2. Terminating Access - Terminating access minutes consist of traffic terminating to the Company local switching center(s). The Customer must provide the Company with a projected PIU factor on an annual basis.

If no PIU for terminating minutes is submitted as specified herein, a default PIU of 50% will be applied by the Company.

3. Except where access minutes are measured by Company call detail, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor.

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

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

2.9.2 (Cont'd.)

C. Jurisdictional Reports, (Cont'd.)

4. The Company will charge the intrastate terminating switched access rates to Customers for those minutes lacking jurisdictional information that are in excess of a reasonable percentage (10%) of minutes for which this information is not transmitted. For example, if 40% of a Customer's minutes sent to the Company do not contain sufficient originating information to allow the Company to determine the originating location, the Company would apply these provisions to those minutes exceeding the 10% "floor," or 30% in this example. The Company will apply the customer's provided PIU to the residual traffic that does not apply to the provision of this tariff section (70% in this example).

In the event that the Company applies the intrastate terminating access rates to calls without sufficient jurisdictional information as specified herein, the customer can request that the Company change the application of the intrastate access rates upon an acceptable showing, as determined by the Company, of why the intrastate rate should not be applied.

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

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

2.9.2 (Cont'd.)

D. Jurisdictional Audits

1. The Customer shall keep sufficient detail from which the percentages of interstate and intrastate use reported to the Company can be verified, and upon request of the Company, shall make such records available for inspection and audit. The Customer must maintain these records for 24 months from the date the report became effective for billing purposes.
2. Initiation of an audit will be at the sole discretion of the Company. The audit shall be performed by an independent party selected by the Company. An audit may be initiated by the Company for a single Customer no more than once per year. The Customer shall supply the required data within 30 calendar days of the Company request.
3. In the event that an audit reveals that any customer reported PIU was incorrect, the Company shall apply the audit result to all usage affected by the audit. The customer shall be backbilled or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Backbilled amounts are subject to a late payment penalty and payment shall be made in immediately available funds, within 31 days from receipt of bill or by the following bill date, whichever is a shorter period.
4. Should an audit reveal that the misreported percentage(s) of use resulted in an underpayment of access charges to the Company of five percent or more of the total Switched Access Services bill, the Customer shall reimburse the Company for the cost of the audit. Proof of cost shall be the bills, in reasonable detail submitted to the Company by the auditor.
5. Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the Customer to receive such results.

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

2.10 Billing and Payment For Service

2.10.1 Responsibility for Charges

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

- A. any delegation of authority resulting in the use of Customer's communications equipment and/or network services which result in the placement of calls via the Company;
- B. any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize; and
- C. any calls placed by or through the Customer's equipment via any remote access feature(s).

2.10.2 Minimum Period

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

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

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

2.10.3 Payment for Service

- A. All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the Company or its agent and subject to the rules of regulatory bodies having jurisdiction.
- B. Non-recurring charges for installations, service connections, moves or rearrangements are due and payable upon receipt of the Company's invoice by the Customer. At the Company's discretion, payment of all or a portion of any non-recurring charges may be required prior to commencement of facility or equipment installation or construction required to provide the services requested by the Customer.
- C. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable as specified on the bill. The Company reserves the right to utilize as its sole and exclusive billing method electronic invoices that are accessible by the Customer via a secure web interface.
- D. When billing is based upon Customer usage, usage charges will be billed monthly in arrears for service provided in the preceding billing period. Any requests by the Customer for call detail records supporting billed usage charges must be submitted to the Company in writing or via electronic mail that is acknowledged as received by the Company, within sixty (60) days of the date of the invoice on which the usage was billed. Any such call detail records will be provided in a format to be mutually agreed between the Company and the Customer.
- E. Customer billing will begin on the Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- F. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro-rata basis. For this purpose, every month is considered to have 30 days.

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

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

2.10.3 Payment for Service, (Cont'd.)

- G. Amounts not paid within 30 days after the mailing date of invoice will be considered past due.
- H. In the event Company, in its sole discretion, chooses to forego billing the Customer for access services in any particular month(s), Company reserves the right to back bill Customer for any unbilled recurring or nonrecurring charges for a period of twenty-four (24) months.

2.10.4 Disputed Charges

- A. Any objections to billed charges must be reported to the Company or its billing agent in writing or via electronic mail that is acknowledged by the Company within sixty (60) days of the invoice date of the bill issued to the Customer. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- B. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within sixty (60) days of the invoice date of the bill for the disputed services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.

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ACCESS SERVICES TARIFF

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

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

2.10.4 Disputed Charges, (Cont'd.)

- C. If the dispute is resolved in favor of the Customer, and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- D. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late payment penalty as set forth in 2.10.5.
- E. If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in 2.10.5.
- F. If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.
- G. Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

Entelegant Solutions, Inc.
3800 Arco Corporate Drive, Suite 310
Charlotte, North Carolina 28273
(888) 274-7619

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

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

2.10.5 Late Payment Fees

A late payment charge of 1.5% per month, or the highest rate permitted by applicable law, whichever is less, shall be due to the Company for any billed amount for which payment has not been received by the Company within thirty (30) days of the invoice date of the Company's invoice for service, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. If the last calendar day for remittance falls on a Sunday, legal holiday or other day when the offices of the Company are closed, the date for acceptance of payments prior to assessment of any late payment fees shall be extended through to the next business day.

2.10.6 Returned Check Charge

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

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ACCESS SERVICES TARIFF

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

2.11 Taxes, Surcharges and Fees

2.11.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, sales tax, occupation tax, license tax, permit fee, rights-of-way fee, franchise fee, or other regulatory fee or tax, such fees and taxes shall, insofar as practicable and allowed by law, be billed pro-rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. It shall be the responsibility of the Customer to pay any such taxes and fees that subsequently become applicable retroactively.

2.11.2 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

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ACCESS SERVICES TARIFF

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

2.12 Deposits and Advanced Payments

2.12.1 General

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

2.12.2 Deposits

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

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ACCESS SERVICES TARIFF

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

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

2.12.3 Advance Payments

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

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ACCESS SERVICES TARIFF

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

2.13 Cancellation by Customer

2.13.1 General

- A. Customers of the Company's service may cancel service by providing the Company with written notification thirty (30) days prior to the requested cancellation date. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until thirty (30) days after the date that the cancellation notice is received, whichever is later.
- B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.

2.13.2 Cancellation of Contract Services

- A. If a Customer cancels a service order or terminates services before the completion of the term or where the Customer breaches the terms in the service contract, the Customer may be requested by the Company to pay to Company termination liability charges. These charges shall become due and owing as of the effective date of the cancellation or termination. Unless otherwise specified in this tariff, the termination liability shall be equal to:
 - 1. all unpaid nonrecurring charges reasonably expended by the Company to establish service to Customer; plus
 - 2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer; plus
 - 3. all recurring charges specified in the applicable service order for the balance of the then current term.

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

2.13 Cancellation by Customer, (Cont'd.)

2.13.3 Cancellation of Application for Service

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

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ACCESS SERVICES TARIFF

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

2.14 Cancellation by Company

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

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

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

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

2.14 Cancellation by Company, (Cont'd.)

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

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

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ACCESS SERVICES TARIFF

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

2.15 Restoration of Service

- 2.15.1 If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes service continued, service may be restored at the Company's sole discretion, when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Customers whose service was disconnected for non-payment may be required to pay a deposit and/or advance payment prior to service restoration.
- 2.15.2 A restoration fee of \$25.00, or the actual costs incurred by the Company plus an administrative charge, whichever is greater, applies to Customers whose service is restored following disconnection by the Company.
- 2.15.3 Restoration of disrupted services shall be in accordance with applicable Commission and/or Federal Communications Commission Rules and Regulations specified in Part 64, Subpart D, which specify the priority system for such activities.

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ACCESS SERVICES TARIFF

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

2.16 Provision of Company Equipment and Facilities

2.16.1 The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

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

2.16.3 Equipment that the Company provides or installs at the Customer premise shall not be used for any purpose other than that for which the equipment is provided.

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

- A. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- B. the reception of signals by Customer-provided equipment; or
- C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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

2.17 Interconnection

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

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ACCESS SERVICES TARIFF

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

2.18 Customer-Provided Equipment

- 2.18.1** The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. The Customer may transmit any form of signal that is compatible with the Company's equipment, but the Company does not represent that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.
- 2.18.2** Terminal equipment on the Customer's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.
- 2.18.3** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.
- 2.18.4** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements under this Section 2.18 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 2.18.5** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company may, upon five (5) days written notice, require the use of additional protective equipment at the Customer's expense. If this written notice fails to remedy any protective deficiencies or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.
- 2.18.6** If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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ACCESS SERVICES TARIFF

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

2.19 Inspection, Testing and Adjustments

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

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ACCESS SERVICES TARIFF

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

2.20 Allowances for Interruptions in Service

2.20.1 General

- A. The provision of this Section 2.20 apply generally to the Company's Dedicated Access services only, and specifically, to any Recurring Charges applicable to Dedicated Access services.
- B. Upon the written request of the Customer, delivered to the Company no later than thirty (30) days following the date of service interruption, a credit allowance will be given when service is interrupted, except as specified in Section 2.20.2. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- C. An interruption period begins when the Customer reports to the Company a service, facility or circuit is inoperative and, if necessary, releases it for testing and repair by the Company, as determined in Company's sole reasonable discretion. An interruption period ends when the service, facility or circuit is operative.
- D. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, refuses access to the Customer Premises for test and repair by the Company, or continues to make voluntary use of the service, then 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 but not interrupted.
- E. The Customer shall be responsible for the payment of service charges for visits by the Company's agents or employees to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to, the Customer.

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ACCESS SERVICES TARIFF

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

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

2.20.2 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 tariff 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. 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;
- F. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; or
- G. that was not reported to the Company within thirty (30) days of the date that service was affected.
- H. Cellular and other wireless transmission is subject to interruptions including but not limited to, dropped calls, interrupted calls, unintelligible calls, one-way audio and other problems created by factors beyond Company's control. Under no circumstances will Company provide credit or payment of any kind for calls which experience problems related to cellular (wireless) transmissions.

2.20.3 Use of Another Means of Communications

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

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ACCESS SERVICES TARIFF

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

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

2.20.4 Application of Credits for Interruptions in Service

- A. Except as provided in Section 2.20.2.A., if a Customer's service is interrupted, and it remains interrupted for eight normal working hours or longer after access to the Customer Premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the Customer, when such adjustment exceeds \$1.00.
- B. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the Customer shall be a pro-rata part of the month's flat rate charges (if any) for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.
- C. For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than eight (8) hours. The Customer shall be credited for an interruption of eight (8) or more hours at the rate of 1/720th of the monthly charge for the services affected for each day that the interruption continues. The formula used for computation of credits is as follows:

$$\text{Credit} = A/720 \times B$$

A = outage time in hours (must be 8 or more)

B = total monthly Recurring Charge for affected service.

- D. No credits will be provided for usage-sensitive services.

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ACCESS SERVICES TARIFF

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

2.21 Notices and Communications

- 2.21.1 The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.21.2 The Company shall designate on the service order or contract an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on bills for service to which the Customer shall mail payment on that bill.
- 2.21.3 Notice of a pending disconnection of a Customer's service may contain the reason for the notice, the date of the notice, a description of any remedies the Customer may make, the time allotted for the Customer to make remedies (if any), and a toll free customer service number the Customer may call to obtain additional information.
- 2.21.4 Except as otherwise stated in this tariff, all other notices or communications required to be given under this tariff will be in writing.
- 2.21.5 Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the second business day following placement of the notice, communication or bill with the U.S. mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.21.6 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.

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ACCESS SERVICES TARIFF

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

2.22 Mixed Interstate and Intrastate Switched Access Services

2.22.1 When mixed interstate and intrastate switched access service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in Section 2.9.2 will serve as the basis for prorating the charges. The percentage of an access service to be charged as intrastate is applied in the following manner:

- A.** For nonrecurring chargeable rate elements, multiply PIU times the quantity of chargeable elements times the intrastate tariff rate per element.
- B.** For usage sensitive chargeable rate elements, multiply the PIU times actual use (measured or Company assumed average use) times the intrastate rate.

2.22.2 A similar calculation is then performed to determine the interstate portion of the bill.

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

2.23 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Access Facilities

2.23.1 When mixed interstate and intrastate service is provided over a Dedicated Access facility, the jurisdiction will be determined as follows.

- A.** If the Customer's estimate of the interstate traffic on the service equals 10% or more of the total traffic on that service, the service will be provided according to the applicable rules and regulations of the appropriate interstate tariff.
- B.** If the Customer's estimate of the interstate traffic on the service is less than 10% of the total traffic on that service, the service will be provided according to the applicable rules and regulations of this tariff.
- C.** If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle. Any applicable termination liability will be transferred with the jurisdictional change of the service.

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

2.24 Determination of InterMTA and IntraMTA Traffic

CMRS providers will have the responsibility of providing, on a quarterly basis (or as otherwise agreed to by the Company), a report to the Company providing the percentage of the CMRS provider's traffic terminated to the Company that is intraMTA or interMTA. The report will also detail what percentage of the interMTA traffic is intrastate and what percentage is interstate (PIU).

Reports regarding the percentages of intraMTA or interMTA traffic (and the intrastate or interstate jurisdiction of interMTA traffic) shall be based on a reasonable traffic study conducted by the CMRS provider and available to the Company upon request. Upon reasonable written notice, the Company or its authorized representative shall have the right to conduct a review and verification of the CMRS provider's reported percentages. This includes on-site verification reviews at the CMRS provider's or vendor locations. The review may consist of an examination and verification of data involving records, systems, procedures and other information related to the traffic originated by the CMRS provider and terminated to the Company. The customer shall keep records of call detail, including not altering directly or indirectly with a third party call origination or termination data from which the call jurisdiction can be ascertained. The CMRS provider will provide the Company with reasonable access to such information as is necessary to determine amounts payable under this tariff.

If the CMRS provider fails to provide the verifiable reports required under this section, the Company will apply a default percent interMTA of 50% (and a default PIU of 50% on all interMTA traffic), on all traffic originated by the CMRS provider for termination by the Company.

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ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE

3.1 General

- 3.1.1** Switched Access service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access service provides for the ability to originate calls from an End User's Premises to a Customer's Premises and to terminate calls from a Customer's Premises to an End User's Premises in the LATA where it is provided.
- 3.1.2** If a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- 3.1.3** In the absence of an ASR as described in Section 3.4, delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided Switched Access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's Switched Access services as described and priced herein.

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ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.2 Manner of Provision

- 3.2.1 Switched Feature Group (FG) Access is furnished for originating and terminating calls by the Customer to its End User. FG Access is furnished on a per-line or per-trunk basis.
- 3.2.2 Originating traffic type represents access capacity within a LATA for carrying traffic from the End User to the Customer; and Terminating traffic type represents access capacity within a LATA for carrying traffic from the Customer to the End User. When ordering capacity for FG Access, the Customer must at a minimum specify such access capacity in terms of originating traffic type and/or terminating traffic type.
- 3.2.3 FG Access is provisioned, at minimum, at the DS-1 level and provides line-side or trunk-side access to End Office switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).
- 3.2.4 Two types of FG Access are available:
 - A. Tandem Connect Access: This option applies when the customer has no direct facilities to the End Office. Traffic is routed to and from the End Office via the Access Tandem. Delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided Tandem Connect Access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.
 - B. Direct Connect Access: This option applies when the Company or another service provider provides dedicated facilities between the Customer's premises and the End Office. This transmission path is dedicated to the use of a single Customer. The Company requires the Customer to submit an ASR or comparable documentation for the dedicated portion of Direct Connect Access. The dedicated portion of Direct Connect Access is provided on an Individual Case Basis as Special Contracts, Arrangements and Construction pursuant to Section 4 of this tariff.

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ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.3 Rate Categories

There are two rate categories which apply to Switched Access Service:

- End Office Switching (includes Common Line and Switched Transport)
- Toll-Free 8XX Data Base Access Service

3.3.1 End Office Switching

The Company combines traditional per minute switched access rate elements into a single composite per minute rate element. The Company's composite rate is not discountable based on the customer's use of only some of the identified switched access components. This element includes the following rate categories:

- A. **Common Line**
The Common Line rate category establishes the charges related to the use of Company-provided end user common lines by customers and end users for intrastate access.
- B. **Switched Transport**
The Switched Transport rate category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications. The Switched Transport rate category also includes transport between an end office which serves as host for a remote switching system or module (RSS or RSM) and the RSS or RSM or its equivalent.
- C. **End Office Switching**
The End Office Switching rate category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

3.3.2 Toll-Free 8XX Data Base Query

The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

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ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.4 Access Ordering

3.4.1 General

- A. Customers may order Switched Access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.
- B. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.
- C. The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for access service, the Customer shall provide the following minimum information:
 - 1. Customer name and Premises address(es);
 - 2. Billing name and address (when different from Customer name and address); and
 - 3. Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

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ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.4 Access Ordering

3.4.2 Access Service Date Intervals

- A. Access service is provided with standard or negotiated intervals
- B. The Company will specify a firm order confirmation date and Service Commencement Date contingent on the ASR being complete as received. To the extent the access service can be made available with reasonable effort, the Company will provide the access service in accordance with the Customer's requested interval, subject to the following conditions:
 - 1. For service provided under a standard interval: The standard interval for Switched Service will be sixty (60) business days from the application date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer Premises. Access services provided under the standard interval will be installed during Company business hours.
 - 2. For service provided under a negotiated interval: The Company will offer a Service Commencement Date based on the type and quantity of access services the Customer has requested. The negotiated interval may not exceed by more than six months the standard interval Service Commencement Date, or, when there is no standard interval, the Company offered Service Commencement Date, except as otherwise agreed by the Company in writing. The Company will negotiate a Service Date interval with the Customer when:
 - (a) The Customer requests a Service Commencement Date before or beyond the applicable standard interval Service Commencement Date; or
 - (b) There is no existing facility connecting the Customer Premises with the Company; or
 - (c) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if additional engineering or special construction is required to complete the order); or
 - (d) The Company determines that access service cannot be installed within the standard interval.

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ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.4 Access Ordering, (Cont'd.)

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

C. All services for which rates are applied on an Individual Case Basis are provided with a negotiated interval.

3.4.3 Access Service Request Modifications

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work-force assigned to complete such an order within normal business hours.

3.5 Special Construction or Special Service Arrangements

3.5.1 Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of Company facilities or development of special service arrangements may be undertaken by the Company on a commercially reasonable-efforts basis at the request of the Customer. Such construction or arrangements will be provided pursuant to regulations contained in Section 4 of this tariff.

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ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.6 Obligations of the Company**

3.6.1 With regard to access services provided by Company, specific Company responsibilities include, but are not limited to the following:

A. Network Management

The Company will administer its network to ensure provision of acceptable service levels to all users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with minimal delay encountered within the Company network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of traffic, to any traffic carried over its network, including that associated with a Customer's Switched Access service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

B. Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the End Offices. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk-side access will be provided through the use of two-wire or four-wire trunk terminating equipment.

Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an Access Tandem Switch and (2) the directionality of the service.

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ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.7 Obligations of the Customer

3.7.1 The Customer has certain specific obligations pertaining to the use of Switched Access service. These obligations are in addition to obligations specified in Section 2.9 of this tariff and are as follows:

A. Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable:

1. Jurisdictional Reports

When a Customer orders Switched Access service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.9.2.C. Charges will be apportioned in accordance with those reports.

2. Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, the customer must report the number of trunks and/or the appropriate codes to be instituted in each End Office or Access Tandem Switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 access service traffic on other access service traffic is minimized. Network management controls may be implemented at the Company's option to ensure acceptable service levels.

B. On- and Off-Hook Supervision

The Customer's facilities shall provide the necessary on- and off-hook supervision for accurate timing of calls.

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ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.8 Rate Regulations

3.8.1 General

There are three type of rates and charges that apply to Switched Access service provided by the Company. The rates and charges are monthly recurring charges, usage charges, and nonrecurring charges.

3.8.2 Types of Charges

- A. Nonrecurring Charges - are one-time charges that apply for a specific work activity (e.g., installation or changes to an existing service). Non-recurring charges may apply for installation of service, installation of optional features and service rearrangements.
- B. Recurring Charges - are flat monthly rates that apply for each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have 30 days.
- C. Usage Charges - are rates that apply only when a specific rate element is used. These are applied on a per-access minute, a per-call or per-query basis. Usage rates are accumulated over a monthly period.

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ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.8 Rate Regulations, (Cont'd.)

3.8.3 Measurement of Access Minutes

- A. When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's End Office (indicating that the originating End User has disconnected), or from the Customer's facilities, whichever is recognized first by the entry switch.
- B. For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Customer's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.
- C. When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.
- D. For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.8 Rate Regulations, (Cont'd.)

3.8.3 Measurement of Access Minutes, (Cont'd.)

- E. Mileage, where applicable, will be measured in accordance with standard industry practices.
- F. The Company will use the Small Exchange Carrier Access Billing ("SECAB") guidelines, or the Carrier Access Billing System ("CABS") guidelines, or other system that emulates or otherwise produces a reasonable substitute for the output of SECAB or CABS, for billing all charges under this tariff. The Company will provide billing using a hardcopy format or upon request, a mechanized medium (e.g., cartridge tape, CD ROM, etc.). Bills will be accurate and contain sufficient supporting details to allow customers to account for the charges and to verify their accuracy in a reasonable and timely fashion. Requests for additional bill detail will be handled and priced on an Individual Case Basis (ICB).

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ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.8 Rate Regulations, (Cont'd.)

3.8.4 Moves

A. A move of services involves a change in the physical location of one of the following:

1. The point of termination at the Customer Premises, or
2. The Customer Premises

B. The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below:

1. Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the Nonrecurring Charge for the capacity affected. There will be no change in the minimum period requirements.

2. Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated Nonrecurring Charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

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ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.8 Rate Regulations, (Cont'd.)

3.8.5 Service Rearrangements

- A. Service rearrangements are changes to existing services which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's Premises or the Customer's End User's Premises. Changes which result in the establishment of new minimum period obligations or a change in the physical location of the point of termination at the Customer's Premises or the Customer's End User's Premises are treated as disconnects and starts.
- B. The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.
- C. Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the access service to the same entity without a change in jurisdiction.

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ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.9 Rates and Charges

3.9.1 Common Line Access Service

A. Carrier Common Line

Per Originating Minute
Per Terminating Minute

Maximum
Note 1
Note 1

3.9.2 Switched Transport Service

A. Tandem Switched Transport Usage Charges

Tandem Switched Transport, per Minute
Tandem Switched Transport, per Minute, per Mile
Tandem Switching, per Minute

Maximum
Note 1
Note 1
Note 1

Note 1: All access minutes are billed at a single per minute access rate found in Section 3.9.3.A, Local Switching. This composite rate includes the elements traditionally billed as Tandem Switched Transport.

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ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.9 Rates and Charges, (Cont'd.)

3.9.3 End Office Switching

A. Local Switching

Originating Per Minute	Maximum \$0.0970
Terminating Per Minute	\$0.0970

B. Transport Interconnection Charge

Per Minute	Maximum Note 1
------------	--------------------------

C. Information Surcharge

Per Minute	Maximum Note 1
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3.9.4 Toll-Free 8XX Data Base Access Service

Per Query	Maximum \$0.0150
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Note 1: All access minutes are billed at a single per minute access rate found in Section 3.9.3.A, Local Switching. This composite rate includes the elements traditionally billed as Transport Interconnection Charge and Information Surcharge.

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ACCESS SERVICES TARIFF

SECTION 4 - SPECIAL CONTRACTS, ARRANGEMENTS AND CONSTRUCTION**4.1 Special Contract Arrangements**

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this tariff. The terms of each contract shall be mutually agreed upon by the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, mixture of services, or other distinguishing features. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

4.2 Special Service Arrangements

4.2.1 If a Customer's requirements cannot be met by services included in this tariff, or pricing for a service is shown in this tariff as "ICB", the Company will provide, where practical, special service arrangements at charges to be determined on an Individual Case Basis. These special service arrangements will be provided if the provision of such arrangements is not detrimental to any other services furnished under the Company's tariffs.

4.2.2 Special service arrangement rates are subject to revision depending on changing costs or operating conditions.

4.2.3 If and when a special service arrangement becomes a generically tariffed offering, the tariffed rate or rates will apply from the date of tariff approval.

4.3 Non-Routine Installation Charges

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 or night hours, additional charges may apply.

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ACCESS SERVICES TARIFF

SECTION 4 - SPECIAL CONTRACTS, ARRANGEMENTS AND CONSTRUCTION, (CONT'D.)

4.4 Special Construction Charges

4.4.1 General

- A. Special construction charges may apply for services provided to the Customer by the Company. Special construction includes but is not limited to that construction undertaken:
1. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
 2. of a type other than that which the Company would normally utilize in the furnishing of its services;
 3. over a route other than that which the Company would normally utilize in the furnishing of its services;
 4. in a quantity greater than that which the Company would normally construct;
 5. on an expedited basis;
 6. on a temporary basis until permanent facilities are available;
 7. involving abnormal costs;
 8. in advance of its normal construction; or
 9. when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.
- B. Where the Company furnishes a facility or service requiring special construction, charges will be based on the costs incurred by the Company and may include: (1) non-recurring charges; (2) recurring charges; (3) usage charges; (4) termination liabilities; or (5) a combinations thereof.
- C. Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

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ACCESS SERVICES TARIFF

SECTION 4 - SPECIAL CONTRACTS, ARRANGEMENTS AND CONSTRUCTION, (CONT'D.)

4.4 Special Construction Charges, (Cont'd.)

4.4.2 Basis for Cost Computation

Costs for special construction may include one or more of the following items to the extent they are applicable:

- A. cost of installed facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost may include:
 - 1. installation of equipment and materials provided or used,
 - 2. engineering, labor and supervision during construction,
 - 3. transportation of materials, and
 - 4. rights of way required for transmission facilities;
- B. cost of operation, maintenance, and administration of equipment and facilities;
- C. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D. general administrative expenses, including taxes on the basis of average charges for these items;
- E. license preparation, processing and related fees;
- F. tariff preparation, processing and other related regulatory fees;
- G. any other item of expense associated with the particular special service arrangement; and
- H. an amount, computed on the estimated installed cost of the facilities used to provide the special service arrangement, for return on investment and contingencies.

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ACCESS SERVICES TARIFF

SECTION 4 - SPECIAL CONTRACTS, ARRANGEMENTS AND CONSTRUCTION, (CONT'D.)

4.4 Special Construction Charges, (Cont'd.)

4.4.3 Termination Liability

- A. To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities or services specially constructed at the request of the Customer.
- B. The termination liability period is the estimated service life of the facilities provided.
- C. The amount of the maximum termination liability is equal to the estimated cost for installation and operation of the service during its service life. Costs include those items previously listed in Section 4.4.2.
- D. The applicable termination liability will be calculated based on the following:
 - 1. Multiplying the sum of the amounts determined as set forth in Section 4.4.3.C preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies.
 - 2. The amount determined in 4.4.3.D.1. preceding shall be adjusted to reflect the predetermined estimate of net salvage, if any, including any reuse of the facilities provided.
 - 3. The final termination liability is then adjusted to reflect applicable taxes or regulatory fees.

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ACCESS SERVICES TARIFF

SECTION 5 – CURRENT RATES

5.1 Rates and Charges

5.1.1 Common Line Access Service

A. Carrier Common Line

Per Originating Minute Note 1
Per Terminating Minute Note 1

5.1.2 Switched Transport Service

A. Tandem Switched Transport Usage Charges

Tandem Switched Transport, per Minute Note 1
Tandem Switched Transport, per Minute, per Mile Note 1
Tandem Switching, per Minute Note 1

5.1.3 End Office Switching

A. Local Switching

Originating Per Minute \$0.0485
Terminating Per Minute \$0.0485

B. Transport Interconnection Charge

Per Minute Note 2

C. Information Surcharge

Per Minute Note 2

5.1.4 Toll-Free 8XX Data Base Access Service

Per Query \$0.0075

Note 1: All access minutes are billed at a single per minute access rate found in Section 3.9.3.A, Local Switching. This composite rate includes the elements traditionally billed as Tandem Switched Transport.

Note 2: All access minutes are billed at a single per minute access rate found in Section 3.9.3.A, Local Switching. This composite rate includes the elements traditionally billed as Transport Interconnection Charge and Information Surcharge.

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ENTELEGENT SOLUTIONS, INC.

ATTACHMENT C

KEY PERSONNEL

W. B. Wheeler, Jr. (Bo)
113 Mayfair Rd.
Mooresville, NC 28117
CELL: (704) 231-6288 WK: (704) 409-2687
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SUMMARY:

20-years of Telecommunications Experience

- Held executive positions in Sales, Technical Support, Product Marketing and Professional Security Services.
- Worked in the Enterprise, Commercial and Government and Education markets.
- Led sales, service and support resources and management teams.
- Responsible for a \$155M revenue plan, managed over 100 employees and supported over 1,350 accounts.
- Managed through change and merged, restructured and rebuilt a number of groups and organizations.

EXPERIENCE:

EnTelegent Solutions; Charlotte, NC
President

November 08 – Present

- Responsible for start up and staffing of Managed Solutions Provider.
- Responsible for all aspects of business operations.
- Bottom line accountability to Board of Directors.

Qwest Communications; Charlotte, NC
Global Accounts Sales Manager

November 07 – November 08

- Responsible for managing the activities of Global Accounts sales group through high-level individual contributors.
- Rebuilt Sales organization.
- 125% of Sales Plan.
- Management and sales/revenue responsibility for \$20M Budget.

Verizon Business / MCI Communications / WorldCom
Managing Director/Professional Security Services, Service Delivery, Charlotte, NC (2/05 – 8/07)

February 92 – August 07

- Responsible for the tactical operation and strategic direction of the Security Consulting group.
- Direct groups that perform Network and Web Application Security Assessments, Security Risk Assessments and Forensic Investigation Services.
- Direct group that performs Program and Project Management.
- Responsible for customer relationship management, and bottom line accountability for the Professional Security Services organization.

Executive Director/Professional Security Services/Product Marketing/MCI, Charlotte, NC (1/04 – 2/05)

- Responsible for the creation, execution and lifecycle management of security consulting product offerings.
- Own product management and product marketing functions from concept to launch.
- Manage product pricing strategy, financial analysis and justification.

- Create market messaging, sales training and marketing collateral.

Branch Director; Commercial Accounts /MCI; Charlotte, NC (11/01 – 1/04)

- Geographic executive responsible for sales, service and support of commercial accounts organization in North and South Carolina.
- Consistently Exceed Sales and Install Plan.
- Formulate achievable sales, service and technical support plans for branch resources in accordance with business unit goals. Ensure that sales forecasts, revenue plans and aged receivables goals are met. Develop recommendations and identify opportunities for revenue growth.
- Develop and implement a comprehensive branch success plan, which addresses target revenue growth, manpower requirements, target accounts and/or market share.
- Regularly interact with customer and company executive management.
- \$155M revenue plan. \$3.6M sales plan.

Executive Sales Manager/Corporate National Accounts / WorldCom; Charlotte, NC (11/98 – 11/01)

- Responsible for managing the activities of CNA sales group through high-level individual contributors.
- 132% of Sales Plan and 145% of Service Install Plan ...President's Club.
- Management and sales/revenue responsibility for \$40M sales plan.

Senior Regional technical Manage, Southeast / MCI WorldCom; Charlotte, NC (5/96 – 11/98)

- Work closely with MCI Branches and Sales teams to define, review and help build branch and account strategies whereby MCI products and services can be recommended and offered to address/solve the business and technology needs of MCI customers.
- Manage \$1.2M annual departmental budget and \$90M annual revenue plan.
- #1 sales branch in the company; 1996: Western North Carolina.

Mid-Atlantic Region; Regional Enterprise Networking Manager/MCI; Charlotte, NC (11/95 – 5/96)

- Provide second and third level technical and field sales support for data networking services. Activities include Network Services, CPE/LAN and Enterprise Network environments.
- Manage \$76M annual data revenue plan.

Senior Technical Consultant/Corporate National Accounts/MCI; Richmond, VA (2/95 – 11/95)

- Provide senior technical sales support to the Richmond/Washington branch personnel, technical support organization and customer community.
- #1 Corporate National Account Region in the company; 1995.

Technical Consultant, National Accounts / MCI; Richmond, VA (2/93 – 2/95)

- Provide technical sales support for complex MCI voice, video and data.
- #1 Corporate National Account branch in the company; 1994.

Technical Consultant; Commonwealth of Virginia / Unitec/MCI; Richmond, VA (2/92 – 2/93)

- Provide technical sales support for the Department of Information Technology (DIT) and all other State agencies
- Support \$38.4M Revenue Plan
- #1 Corporate National Account in the Company; 1992

Walton & Walton Associates; Richmond, VA

July 90 - Feb 92

Consultant/Analyst

- Represent clients in the telecommunications system/service procurement process; needs assessment, RFP development, proposal analysis, vendor ranking, vendor selection, contract negotiation and system/service implementation management

Telecom*USA (Merged with MCI) Fairfax and Richmond, VA

June 88 - June 90

Senior Account Executive

- Generate telecommunications revenue from existing and new commercial accounts.

Institutional Communications Company (Merged with Telecom*USA), McLean, VA Jan 88 - June 88

Account Manager

- Generate telecommunications revenue and manage large accounts with direct access requirements.

EDUCATION:

CISSP; 75526

MBA Candidate; Virginia Commonwealth University; Richmond, Virginia

BA, Speech Communication; Marketing Management Concentration;
West Chester University; West Chester, Pennsylvania

Certificate of Merit; Fork Union Military Academy; Fork Union, Virginia

David L. Gibson
1900 Wesleyan Drive, Apt. 207
Macon, GA 31210
Phone: 812-319-4624
Email: dgibson72@yahoo.com

EXPERIENCE

EnTelegent Solutions, Inc., Charlotte, NC

August 2008 - Present

Vice President of Operations

- Responsible for all operations of startup Managed Solutions Provider.

QComm – nGenX Corporation, Evansville, IN

September 2007 – August 2008

Director of Operations

- Responsible for managing all Support Desk, Operations, Billing and Activation Activity. Was directly responsible for support of over 1100 end users and over 400 Applications that were hosted on our network. Primary accomplishment was to put together the new version of the Office Anywhere product with supporting documentation and training. In addition to support customer requirements for Data Center and Hosting Operations, I brought the company into SAS70 compliance and certification.

Access Integrated Networks, Macon, GA

March 2005 – September 2007

Director of Network Planning and Engineering

Interim NOC Manager

- Was hired as 3rd employee with Facilities Network Operations and Management experience. Was responsible for the purchase, engineering, installation, project management and operation of 90 Collocations and 55 rate centers in 7 different LATAs. Discovered and recovered \$1 million dollar billing issue in first 6 months of employment. Was also responsible for several hundreds of thousand dollars in cost recovery and revenue activity. Responsible for cross team management in the areas of billing, IT, Regulatory, Engineering and Operations. Responsible for general support system design and requirements documentation for implementation.

In addition was responsible for all NOC operations until the position was filled as well as intra department management swapping positions with the Director of Product Management and Training at different periods of time.

QComm – Cinergy Communications, Evansville, IN

February 2003 – March 2005

Director of Network Planning and Engineering

Cost Analyst

- Responsible for all Bill Audit, Revenue Assurance, Performance Measurement, Regulatory and Network Optimization opportunities. In addition to building the Bill Audit / Revenue Assurance areas main responsibilities include network planning and Local facilities planning and deployment. In the past year we have been responsible for over \$3,000,000 of savings in relation to won disputes, negotiation of carrier contracts, and Network Optimizations. Projects that I had started or issues that I uncovered are still bringing in several hundred thousands of dollars to Cinergy even after I have been gone. Also responsible for business development and senior advisor on several projects such as

a Wholesale Division rollout, Nationwide local network using SIP to SIP with other carriers, MPLS customer access, and a strategy for a play in rural markets.

OneStar Long Distance, Evansville, IN

1995 – February 2003

Vice President of Network Operations

- Responsible for all operations, engineering, cost validation and design of nationwide data and voice network. Responsible for 70% of entire company's cost budget relating to Cost of Transmission, Operations and Network CAPEX expenses. I played key roles in the assimilation of 10 acquisitions and their networks into one, deployed 4 new switch sites from ground to operation and was in the process of deploying a Cisco IP transport network to replace the ATM core that my team implemented a few years previous. In addition to the Cisco transport and routing, we are deploying soft switch technology to handle various application and features. On the network or through various arrangements the network supported, LD, Internet (Dial, DSL, T1), calling card, local and 8xx traffic in both retail and wholesale channels. Was also responsible for the creation and support of Nationwide wholesale program. In early 2002 I co-wrote a business plan and model using utilities for last mile bypass. The model also called for wireless and free space optics for additional solutions to be incorporated into the local fiber network. CAPEX and human resources limitations did not allow for any implementation. In addition to the physical network, I was responsible for research, recommendation, creation and implementation of circuit database systems, CABS billing systems, and network management systems.

Network Manager

- As the Network Manager I was responsible for all network engineering and operations. I was also responsible for all IT support and operations. In addition to the network and IT responsibilities I assisted in many billing and provisioning related activities and projects.

Network Cost Analyst

- Responsible for over \$30,000,000 in accumulated savings through various audits, carrier negotiations and processes implemented. During my time at this position I was responsible for the creation of most cost models for the products used in the company.

Data Entry

- Responsible for entering customer data into the network. Within the first 6 months of this position I had written various programs to automate the task, and create the need for me to move to another position

S & S Medical, Henderson, KY

1994 - 1995

Controller, Treasurer, Director IT

- Responsible for all accounting (A/P, A/R, payroll, taxes, asset management, G/L) and IT functions. Implemented a wide area network to connect the various sites together, and implemented new phone and inventory database systems.

Consultant, Kentucky & Indiana

1992 - 1996

- Converted the accounting books of various small companies from manual systems to computer based systems. Performed everything from a first audit to implementation to training.

Wildwood Golf Course, Dixon, KY

1992 - 1994

- Performed various tasks at Wildwood Golf Course. Mostly physical labor building and designing the golf course. Also helped out in the office as needed.

EDUCATION

Oakland City College

University of Southern Indiana

Siemens Stromberg Carlson DCO

Siemens Stromberg Carlson FFP

Nortel DMS

NACT calling card platform

Excel calling card platform

IBM routers

Citrix

SoftGrid

Microsoft Terminal Server and Server 2003

Tekelec/Santera Class 4/5 Softswitch

Occam BLC

Metaswitch Class 4/5 Softswitch

Intergal Access PPN

Various PBXs (IP and Traditional)

Metaswitch UC9000 Voice Mail platform

AS400 operations and various LAN/WAN connectivity packages

Cisco routers and switches

Marconi/FORE ATM switches (TNX1100, 210, ASX4000)

Various IP, ATM, MPLS, TDM forums

CFCA (Telecom Fraud prevention association)

Dialogic

UNIX, SQL, Visual Basic, RPG, and Procom scripting experience

Randall R. Madge
 10600 Country Squire Ct.
 Mathews, NC 28105
 Phone: 704.807.2576 - 704.846.6318
randy@squareclover.com

EXECUTIVE PROFILE:

Highly accomplished sales executive with a consistent history of dramatically exceeding revenue, volume, and market share objectives while streamlining business processes. Proven ability to expand key high-profile client accounts and drive strategies to penetrate and broaden into unchartered markets. Expertise in identifying, cultivating, and retaining top talent to develop high-performance sales teams and execute innovative initiatives. Excellent reputation for consultative approach in developing strategies that significantly advance organizational objectives while optimizing profitability, and maximizing corporate performance. Visionary thinker with global perspective and entrepreneurial drive.

CORE COMPETENCIES:

Sales and Marketing	Management	Strategy and Growth
Consultative Solutions Selling Client Relationship Management	Team Leadership Pricing Strategies	Business Development Competitive Market Intelligence
Revitalizing Sales Organizations Contract/Proposal Negotiations	Executive Reporting Planning & Forecasting	Tactical Planning New Product Launch

REPRESENTATIVE ACHIEVEMENTS:

Developed, managed and implemented new division (CLEC) for CT Communications. Guided the division from start-up to \$44,000,000 in annual revenue over a 7 year period. The division consisted of 110 employees from sales, operations, customer service and repair/technical support. Recognized by the National Cable & Telecommunications Association (NCTA) for its outstanding performance.

Lead ICG into the local dial-tone market after the Telecom Act of 1996. Responsible for growing the North Carolina market to the 2nd largest market, behind corporate (Denver, CO). North Carolina market represented \$50,000,000 in annual revenue.

Previous client base represented numerous Fortune 500 companies, such as, Bank of America, First Union, EDS, IBM, Coke-Cola, AT&T, MCI, Sprint and WorldCom .

Multi-year sales award winner: Number One National Performer for ICG in 1994 & 1995, Pinnacle Club for ICG in 1994, 1995, 1996, 1997, & 1998; Metromedia Presidents Club 1991.

PROFESSIONAL EXPERIENCE:

Square Clover, Inc., Concord, NC
President

2008 – Present

The company consists of two divisions: distribution and installation. The distribution division primarily relies on its e-commerce site for revenue generation. The installation division provides network engineering and installation services of structured cable. Revenue is generated through a lead referral program.

First year annual sales projection is approximately \$900,000.

Achieved profitability in the 3rd month and will return initial investment by year- end 2008.

CT Communications, Inc., Concord, NC
Vice President – Business Sales (2000 – 2007)

1999 – 2007

Responsible for all business sales companywide. Additional responsibilities include all sales and operations of new construction for business and residential serving areas throughout North Carolina (averaged 154 active projects). All responsibilities represent approximately \$80,000,000 in annual revenue.

Developed, managed and implemented business strategies, operating plans, financial goals, compensation and annual budgets for the CLEC and Greenfield Division.
Launched CLEC Division from start up to over \$44,000,000 in annual revenue.

Developed success base compensation plan (decelerators/accelerators), which became standard for all divisions company wide.

Director of Sales – CLEC (1999 – 2000)

Developed, managed and implemented the start-up for CTC's CLEC Division.

Promoted to Vice President of CLEC Division after first six months of employment.

ICG Communications, Charlotte, NC
Director of Sales – Southeast Region (1999)

1993 – 1999

Responsible for all commercial sales, forecast, budget and strategic planning in a four state region.

The region represented approximately \$75,000,000 in annual revenue (150+ employees).

Regional Sales Manager (1996 – 1998)

Established ICG in the tier I, II cities of North Carolina as a dominant local dial tone provider.

Increased sales to become the 2nd largest market behind corporate region for ICG.

The North Carolina market represented approximately \$50,000,000 in annual revenue (90

employees).

National Account Executive (1993 – 1996)

Responsible for selling the engineering and implementation of fiber optic networks to fortune 500 companies, such as, Bank of America, First Union, EDS, IBM, Coke-Cola, AT&T, MCI, Sprint, and WorldCom.

Metromedia Communications, Charlotte, NC

1989 – 1993

General Manager (Wireless Division) (1992 – 1993)

Managed 9 branch locations throughout the Southeast. Created strategic business plans, budgets, and forecast for the region. Region represented 60 employees and approximately \$25,000,000 in annual revenue.

Senior Account Executive (1989 – 1992)

Responsible for selling telecommunication products to commercial accounts, such as, Piedmont Natural Gas, Harris Teeter, and PCA.

7-ELEVEN Convenience Store, Wildwood, NJ

1987 – 1989

Owner / Operator

Owned and operated two 7-Eleven convenience stores located in the southern part of New Jersey. Combined annual revenue equaled \$5,000,000.

Xerox Corporation, New York City, NY

1986 – 1987

Account Executive

Received Xerox Sales Training (SPIN). Responsible for selling office equipment to commercial accounts. Territory was World Trade Center One & Two.

First year in sales sold 815 copiers to Chemical Bank throughout NYC.

EDUCATION:

Elon University, Elon, North Carolina
BA Degree in Computer Science

ENTELEGENT SOLUTIONS, INC.

ATTACHMENT D

Financial Statements

18/09
Annual Basis

Balance Sheet

As of February 18, 2009

	<u>Feb 18, 09</u>
ASSETS	
Current Assets	
Checking/Savings	
First Citizens Checking	38,291.91
Total Checking/Savings	<u>38,291.91</u>
Other Current Assets	
Notes Receivable	1,328,000.00
Prepaid Expenses	30,280.00
Total Other Current Assets	<u>1,358,280.00</u>
Total Current Assets	1,396,571.91
Fixed Assets	
Furniture	18,129.01
Total Fixed Assets	<u>18,129.01</u>
TOTAL ASSETS	<u><u>1,414,700.92</u></u>
LIABILITIES & EQUITY	
Equity	
Dividends	-13,873.18
Additional Paid in Capital	100,000.00
Retained Earnings	331.82
Net Income	1,328,242.28
Total Equity	<u>1,414,700.92</u>
TOTAL LIABILITIES & EQUITY	<u><u>1,414,700.92</u></u>

Profit & Loss

January through March 2009

	Jan 09	Feb 09	Mar 09	TOTAL
Ordinary Income/Expense				
Income				
Business Development Income	1,500,000.00	0.00	0.00	1,500,000.00
Total Income	<u>1,500,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,500,000.00</u>
Gross Profit	1,500,000.00	0.00	0.00	1,500,000.00
Expense				
Computers and Equipment	0.00	4,962.25	0.00	4,962.25
Insurance	1,018.00	0.00	0.00	1,018.00
Human Resources	385.00	0.00	0.00	385.00
Hosting Fees	8,333.00	8,333.00	0.00	16,666.00
Automobile Expense	1,677.76	0.00	0.00	1,677.76
Health/Dental Insurance	490.90	0.00	0.00	490.90
Licenses and Permits	0.00	50.00	0.00	50.00
Office Supplies	0.00	12,556.75	0.00	12,556.75
Payroll Expenses	66,033.71	0.00	0.00	66,033.71
Printing and Reproduction	654.38	450.00	0.00	1,104.38
Professional Fees	34,738.00	30,769.00	0.00	65,507.00
Telephone	0.00	1,175.00	0.00	1,175.00
Travel	0.00	132.97	0.00	132.97
Total Expense	<u>113,328.75</u>	<u>58,428.97</u>	<u>0.00</u>	<u>171,757.72</u>
Net Ordinary Income	<u>1,386,671.25</u>	<u>-58,428.97</u>	<u>0.00</u>	<u>1,328,242.28</u>
Net Income	<u>1,386,671.25</u>	<u>-58,428.97</u>	<u>0.00</u>	<u>1,328,242.28</u>

ENTELEGENT SOLUTIONS, INC.

ATTACHMENT E

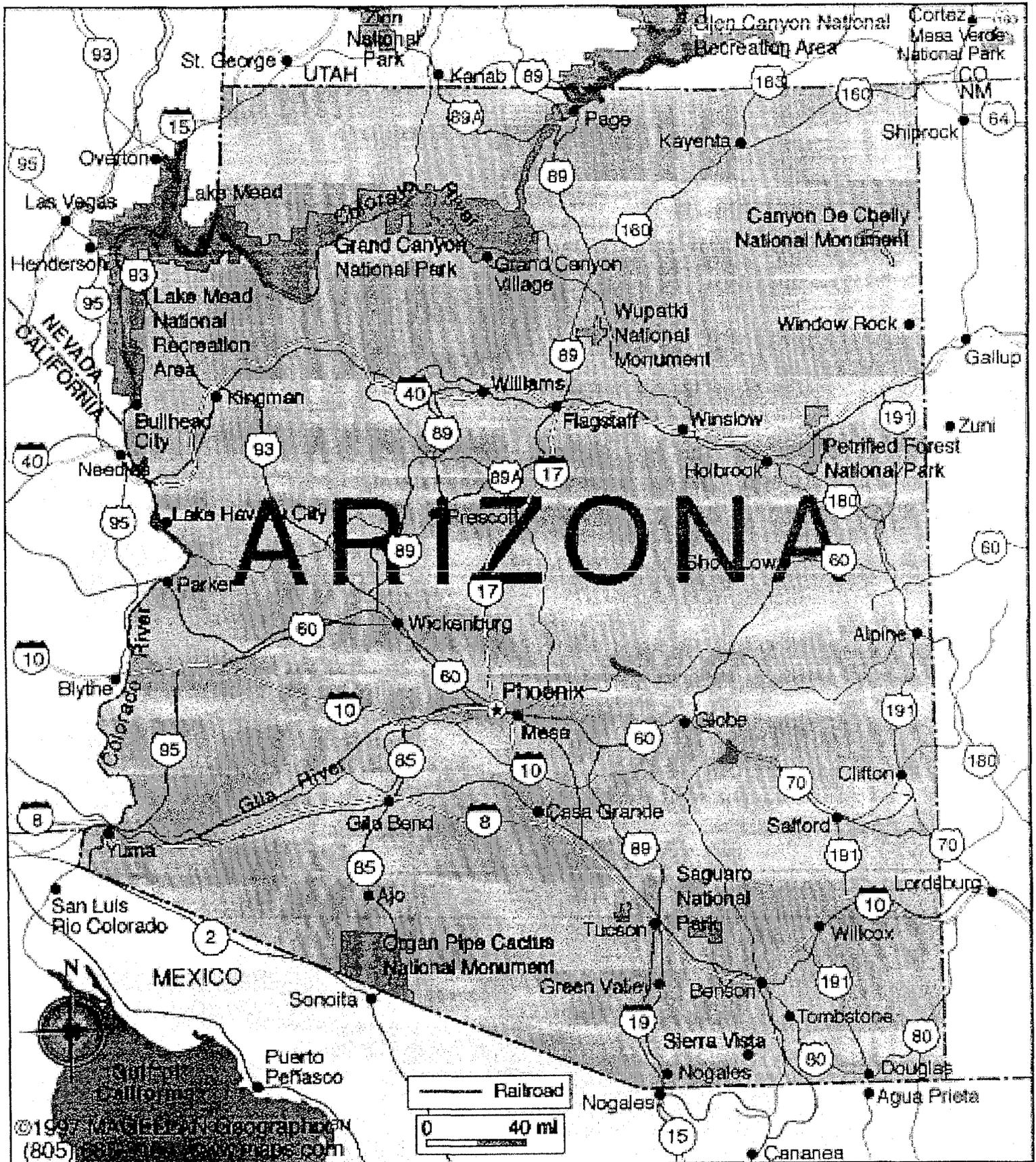
Financial Projections

1. Projected total revenue for the first 12 months: \$100,000.
2. Operating expenses during the first 12 months: \$40,000.
3. Net book value of Arizona jurisdictional assets used to provide service in Arizona: \$0.
4. See response to Item 3.
5. Not Applicable.

ENTELEGENT SOLUTIONS, INC.

ATTACHMENT F

Arizona Map

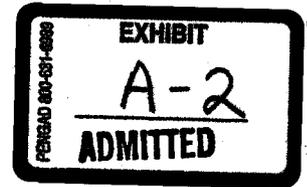




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AZ CORP COMMISSION
DOCKET CONTROL



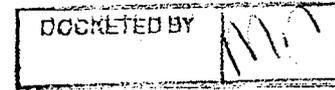
September 3, 2009
Via E-mail and Overnight Delivery

Lori Morrison
Utilities Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007-2927

Arizona Corporation Commission
DOCKETED

SEP - 9 2009

Re: **Entelegent Solutions, Inc.** – Responses to Data Request
Docket No. T-20663A-09-0130



Dear Sir/Madam:

Enclosed for filing on behalf of Entelegent Solutions, Inc. are the original and thirteen (13) copies of the responses to the data request for the docket number referenced above. Amended pages to the application and tariffs are included as follows:

- Application Section A-1 – "Other" is now checked to reflect the proposed provision of access services.
- Arizona Tariff No. 1
 - page 5 amended to include a definition of Commission.
 - page 9 amended to reflect interest rate on deposits.
 - page 18 amended to add Commission toll free number
- Arizona Tariff No. 2
 - Preface, page 5 amended to define ILEC
 - Section 1, page 1 amended to correct definition of Authorized User.
 - Section 2, page 26 amended to reflect interest rate on deposits.
 - Section 2, pages 33-34 amended to correct credit formula language.
 - Section 4, page 7 amended to correct Public Telephone Surcharge rate.
 - Section 6, page 1 and 4 amended to remove Call Trace.
 - Section 10, page 3 amended to add current returned check charge.
- Arizona Tariff No. 3
 - Page 30 amended to remove "actual fee" language.
 - Page 32 amended to reflect interest rate on deposits.

Also, additional material is included to support responses to Staff's questions.

STAFF'S FIRST SET OF DATA REQUESTS TO
ENTELEGENT SOLUTIONS, INC.
DOCKET NO. T-20663A-09-0130

In addition to a paper response, all information responses should also be provided in searchable PDF, DOC or EXCEL files via email or electronic media.

Please make sure each numbered item and each part of the item is answered completely

LLM 1.1 Referencing the Company's application, item A-1, the boxes for Resold Long Distance and Facilities-Based Local Exchange Telecommunications Services have been checked. However, Attachment B3 is a proposed Access Services Tariff. Is the Company intending to provide Access Services in the state of Arizona? If so, please amend A-1 and check the "Other" box and type "Access Services" in the blank next to Other. If not, why was an Access Tariff included in the application?

Response:

Yes, the Company intends to provide Access Services in Arizona. The Company is filing an amendment to Section A-1 of the application to reflect this service.

LLM 1.2 Referencing the Company's application, item A-17, the response to the statement "Indicate if the Applicant is a switchless reseller of the type of telecommunications service that the Applicant will or intends to resell in Arizona" is Yes. The Company indicates it intends to resell Qwest Communications, Inc. services. Further, in response to item C-1 of the application, the Company indicates that it does not have a resale agreement in operation.

- Does the Company intend to obtain a wholesale agreement from Qwest for local exchange services?
- Does the Company intend to obtain a resale agreement from Qwest for local exchange services?
- Will the Company be reselling Qwest's long distance services? If no, what carrier will the Company be obtaining long distance service from for the purpose of reselling the service?

Response:

- Yes.
- Yes.
- The company may obtain long distance services for resale purposes from several carriers, including Qwest.

LLM 1.3 Will the Company have any employees located in Arizona? If yes, how many?

Response:

The Company does not anticipate having employees located in Arizona for the foreseeable future.

STAFF'S FIRST SET OF DATA REQUESTS TO
ENTELEGENT SOLUTIONS, INC.
DOCKET NO. T-20663A-09-0130

LLM 1.7 Referencing Attachment B1, Original Page 18, Subsection 2.20, Complaint Procedures, the tariff provides the local Phoenix telephone number for the Commission. Would the Company be willing to add the toll free number of 800-222-7000 to this portion of the tariff?

Response:

Yes, the Company will file an amendment to the tariff to reflect that change.

LLM 1.8 Referencing Attachment B1, Original Page 23, Subsection 4.4 indicates that the Company is proposing to charge \$.25 per minute for long distance calls. This rate appears to be excessive as some of the larger companies charge less than \$.15 per minute regardless of the time of day of the call. Please explain why the Company believes that its proposed rate is just and reasonable using a fair value or cost basis. Please include economic justification or cost support data. Please include any supporting materials.

Response:

Qwest's current rate for standard intrastate message telecommunications service (MTS) is \$.42 per minute for business customers. The Company's proposed rate of \$.25 per minute for standard business MTS service is well below that rate. To the extent that Qwest's tariffed rates have been determined to be just and reasonable, the Company's much lower rate should be considered as such. As a new competitive entrant into both the local and long distance market in Arizona, Entelephant has no market power and therefore lacks any ability to set the price for its services using a "fair value" or "cost basis"; rather, it must set its prices in response to competitive market conditions. If its prices exceed those of other competitors for comparable levels of service, consumers will not purchase service from the Company. Once it begins operating in the Arizona market, the Company may introduce other toll calling plans that include lower rates than those initially tariffed.

LLM 1.9 Please explain how the return check fees listed in Attachment B1, Original Page 18 – Subsection 2.19, in Attachment B2, Section 2, Original Page 22, Subsection 2.5.2.F and in Attachment B3, Original Page 30 – Subsection 2.10.6 compare to the return check fees charged by the Company's key competitors.

Response:

The Company's proposed returned check fee of \$25.00 is consistent with the fee charged by AT&T for its business services (see attached page from the AT&T Service Guide, Section GP-3.2.4). Qwest's tariffed returned payment charge in Arizona is \$10.00. As indicated in Attachment B, other competitive CLECs in Arizona have returned check fees of \$25.00.

STAFF'S FIRST SET OF DATA REQUESTS TO
ENTELEGENT SOLUTIONS, INC.
DOCKET NO. T-20663A-09-0130

LLM 1.14 Referencing Attachment B2, Section 4, Original Page 7, the proposed maximum rate for Public Pay Telephone Surcharge is \$1.20. However, the Commission doesn't allow for more than a \$.60 maximum Surcharge. Would the Company be willing to change this tariff sheet to reflect a maximum Public Pay Telephone Surcharge of \$.60?

Response:

Yes, the Company will file an amendment to the tariff to reflect that change.

LLM 1.15 Referencing Attachment B2, Section 6, Original Page 1, the feature Call Trace is described to allow a called party to initiate an automatic trace of the last call received.

- a. When and how is the customer informed that the results of a call trace will NOT be provided directly to them?
- b. When and how is the customer informed that the call trace results will only be provided to law enforcement following the receipt of the proper legal paperwork, e.g. subpoena?
- c. Does the Company or the Customer contact the proper law enforcement authorities about requesting the results of a call trace?

Response:

The Company will file an amendment to remove this offering from the tariff.

LLM 1.16 Referencing Attachment B2, will the Company be offering any type of toll restriction feature that would allow a customer to prevent a local exchange line from placing long distance or toll calls? If so, where is that feature located within this tariff? If not, why not?

Response:

The Company does not currently anticipate offering toll restriction. It does not intend to offer service to residential customers and does not anticipate that this feature will be desired by its target commercial market. If in the future the Company determines that its customer base demands a toll restriction offering, the Company will introduce one.

LLM 1.17 Referencing Attachment B2, will the Company be offering access operator services to its local exchange customers? If so, how will a customer be able to access an operator? If not, why not?

Response:

Yes, see Section 6 pages 6-7 of the tariff. Customers can access an operator by dialing 0+ or 0-.

STAFF'S FIRST SET OF DATA REQUESTS TO
ENTELEGENT SOLUTIONS, INC.
DOCKET NO. T-20663A-09-0130

LLM 1.21 For the rates and nonrecurring charges proposed in Attachment B2 for facilities-based local exchange services, please explain why the Company believes that its proposed rates and nonrecurring charges are just and reasonable using a fair value or cost basis. Please include economic justification or cost support data. Please include any supporting materials.

Response:

As a new competitive entrant into both the local and long distance market in Arizona, Entelephant has no market power and therefore lacks any ability to set the price for its services using a "fair value" or "cost basis"; rather, it must set its prices in response to competitive market conditions. If its prices exceed those of other competitors for comparable levels of service, consumers will not purchase service from the Company. Once it begins operating in the Arizona market, the Company may introduce other local calling plans that include lower rates than those initially tariffed.

LLM 1.22 For the rates and nonrecurring charges proposed in the Attachment B3 for Access Services, please explain why the Company believes that its proposed rates are just and reasonable using a fair value or cost basis. Please include economic justification or cost support data. Please include any supporting materials.

Response:

For its initial rates, the Company reviewed rates charged by other CLECs in AZ and chose a rate level that is consistent with the rates charged by these carriers. The Company is aware, however, that Arizona is presently investigating intrastate access charge rates and rate levels (Docket No. T-00000D-00-0672). The Company anticipates that additional guidance on access charges will be provided in this docket.

LLM 1.23 The follow comparison is limited to services and rates proposed in Attachments B1 and B2:
Please indicate why the Company believes that its rates are just and reasonable using a competitive market analysis. The analysis should contain publicly available examples of tariff rates and charges charged by the incumbent and other carriers for similar services. Include supporting material and any other information that the Company believes demonstrates that the proposed tariff rates and charges are just and reasonable.

Use a matrix format to list the Company's proposed services, rates, and charges (see attached Excel file). Based on the Company's tariff, list all of the telecommunications services the company will provide in Arizona. For each of the telecommunications services listed, provide the Company's tariff page numbers that support each of the company's services, rates, and charges. Also, provide the same information requested of the Company for Qwest and two other

ARIZONA CORPORATION COMMISSION

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

Mail original plus 13 copies of completed application to: For Docket Control Only:
(Please Stamp Here)

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

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

Type of Service: _____

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

Type of Service: _____

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

<p>A. COMPANY AND TELECOMMUNICATION SERVICE INFORMATION</p> <p>(A-1) Please indicate the type of telecommunications services that you want to provide in Arizona and mark the appropriate box(s):</p> <ul style="list-style-type: none"><input checked="" type="checkbox"/> Resold Long Distance Telecommunications Services (Answer Sections A, B).<input type="checkbox"/> Resold Local Exchange Telecommunications Services (Answer Sections A, B, C).<input type="checkbox"/> Facilities-Based Long Distance Telecommunications Services (Answer Sections A, B, D).<input checked="" type="checkbox"/> Facilities-Based Local Exchange Telecommunications Services (Answer Sections A, B, C, D, E)<input type="checkbox"/> Alternative Operator Services Telecommunications Services (Answer Sections A, B)<input checked="" type="checkbox"/> Other <u>Access Services</u> (Please attach complete description) <p>(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:</p> <p>Entelegent Solutions, Inc. 3800 Arco Corporate Drive, Suite 310 Charlotte, North Carolina 28273 Telephone: (704) 936 - 2365 Facsimile: (866) 295 - 0471 Email: <u>dave.gibson@entelegent.com</u></p>

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

2.5 Deposits

2.5.1 Commercial Customers

- A. The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established satisfactory credit and has no history of late payments to the Company.
- B. The amount of the deposit which may be required of a Customer for the purpose of establishing credit shall not exceed two times the average monthly bill for residential Customers whose bills are payable in advance. The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change.
- C. The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.
- D. The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate of 6% per year, simple interest.
- E. The Company shall keep a record of each cash deposit until the deposit is returned. The record will show the name of each Customer making a deposit; the premises occupied by the Customer when making the deposit and each successive premises occupied while the deposit is retained by the Company; the amount and date of making the deposit; and a record of each transaction, such as the payment of interest, interest credited, etc., concerning the deposit. Concurrently with receiving a deposit, the Company will provide the Customer a receipt showing the deposit date, the name and billing address of the Customer and the deposit amount.

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3800 Arco Corporate Drive, Suite 310
Charlotte, NC 28273

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GP-3.2.4. Return Check Fee*Section effective date: 20-Dec-2006*

A Return Check Fee may be applied to Customer's bill for each occasion that a check, bank draft, or an electronic funds transfer item is returned for the reason of insufficient funds or no account.

Check Return Fee, per occasion	\$25.00
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Applicability of Section

- Applies to some but not all Contact Management Services (i.e. applies to Interactive Voice Services but not to Voice Tone).
- Applies to all other Services.

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 1 - DEFINITIONS

Advance Payment - Payment of all or part of a charge 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, corporation or other entity that is authorized by the Company's Customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

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.

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

Company - Entelegant Solutions, Inc., 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.

Commission - Arizona Corporation Commission.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

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

2.7.3 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.

2.7.4 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 two hours 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.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.5 Public Telephone Surcharge**

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

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

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

Rate Per Call:

Maximum
\$0.60

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3800 Arco Corporate Drive, Suite 310
Charlotte, NC 28273

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.1 Optional Calling Features, (Cont'd.)

6.1.2 Rates, (Cont'd.)

B. Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Business line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer.

Feature	Maximum Per Use
Busy Redial	\$1.50
Return Call	\$1.50
Three Way Calling	\$1.50

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ACCESS SERVICES TARIFF

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

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

2.10.5 Late Payment Fees

A late payment charge of 1.5% per month, or the highest rate permitted by applicable law, whichever is less, shall be due to the Company for any billed amount for which payment has not been received by the Company within thirty (30) days of the invoice date of the Company's invoice for service, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. If the last calendar day for remittance falls on a Sunday, legal holiday or other day when the offices of the Company are closed, the date for acceptance of payments prior to assessment of any late payment fees shall be extended through to the next business day.

2.10.6 Returned Check Charge

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

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ATTACHMENT A
BY COMPETITOR

Residence Rate Comparison of Telecommunications Services provided by Competitor's in Arizona	Applicant's Arizona Tariff Attach Tariff Sheets for Support			Qwest's Arizona Tariff Attach Tariff Sheets for Support		
	Charges & Rates (\$)	Section Number	Page Number	Charges & Rates (\$)	Section Number	Page Number
Product/Services						
Basic Local Service	N/A					
Service Connect Fee	N/A					
Dispatch Call & Trouble isolated on cust. equip.	N/A					
Feature Change Order	N/A					
Toll Restriction Fee Order	N/A					
Transfer of Service (move order)	N/A					
Restoration of Service	N/A					
Directory Assistance	N/A					
Miscellaneous Services & Rates						
Returned Check Charge (NSF)	N/A					
Listings						
Directory Listing Service	N/A					
Primary Listing	N/A					
Non-Published	N/A					
PRI Service with Unlimited Local Calling						
12 Months	N/A					
24 Months	N/A					
36 Months	N/A					
Non-Recurring on a PRI Install	N/A					
Order Cancellation Charge	N/A					
Order Sup Charge	N/A					
Residence Rate Comparison of Telecommunications Services provided by Competitor's in Arizona	Competitor #1 Arizona Tariff Name of Competitor			Competitor #2 Arizona Tariff Name of Competitor		
	Charges & Rates (\$)	Section Number	Page Number	Charges & Rates (\$)	Section Number	Page Number
Product/Services						
Basic Local Service						
Service Connect Fee						
Dispatch Call & Trouble isolated on cust. equip.						
Feature Change Order						
Transfer of Service (move order)						
Restoration of Service						
Directory Assistance						
Miscellaneous Services & Rates						
Returned Check Charge (NSF)						
Listings						
Directory Listing Service						
Primary Listing						
Non-Published						
PRI Service with Unlimited Local Calling						
12 Months						
24 Months						
36 Months						
Non-Recurring on a PRI Install						
Order Cancellation Charge						
Order Sup Charge						

*The Company does not propose to provide service to residential customers.

ATTACHMENT C
BY STATE

Residence Rate Comparison of Telecommunications Services provided by Applicant in other States	Applicant's Arizona Tariff Attach Tariff Sheets for Support			Applicant's Tariff (State #1) Attach Tariff Sheets for Support		
	Charges & Rates (\$)	Section Number	Page Number	Charges & Rates (\$)	Section Number	Page Number
	Product/Services					
Basic Local Service	N/A*					
Service Connect Fee	N/A*					
Dispatch Call & Trouble isolated on cust. equip.	N/A*					
Telephone Number Change order	N/A*					
Feature Change Order	N/A*					
Toll Restriction Fee Order	N/A*					
Record Change Order	N/A*					
Transfer of Service (move order)	N/A*					
Restoration of Service	N/A*					
Temporary Suspension Fee	N/A*					
Payphone Surcharge	N/A*					
Directory Assistance	N/A*					
Directory Assistance via Operator	N/A*					
Miscellaneous Services & Rates						
Returned Check Charge (NSF)	N/A*					
Listings						
Directory Listing Service						
Primary Listing	N/A*					
Non-Published	N/A*					
Toll Free Directory Listings	N/A*					
Straight Line Under Directory Listing (indent listing)	N/A*					
PRI Service with Unlimited Local Calling						
12 Months	N/A*					
24 Months	N/A*					
36 Months	N/A*					
Non-Recurring on a PRI Install	N/A*					
Order Cancellation Charge	N/A*					
Order Sup. Charge	N/A*					

Residence Rate Comparison of Telecommunications Services provided by Applicant in other States	Applicant's Tariff (State #2) Attach Tariff Sheets for Support			Applicant's Tariff (State #3) Attach Tariff Sheets for Support		
	Charges & Rates (\$)	Section Number	Page Number	Charges & Rates (\$)	Section Number	Page Number
	Product/Services					
Basic Local Service						
Service Connect Fee						
Dispatch Call & Trouble isolated on cust. equip.						
Telephone Number Change order						
Feature Change Order						
Toll Restriction Fee Order						
Record Change Order						
Transfer of Service (move order)						
Restoration of Service						
Temporary Suspension Fee						
Payphone Surcharge						
Directory Assistance						
Directory Assistance via Operator						
Miscellaneous Services & Rates						
Returned Check Charge (NSF)						
Listings						
Directory Listing Service						
Primary Listing						
Non-Published						
Toll Free Directory Listings						
Straight Line Under Directory Listing (indent listing)						
PRI Service with Unlimited Local Calling						
12 Months						
24 Months						
36 Months						
Non-Recurring on a PRI Install						
Order Cancellation Charge						
Order Sup Charge						

*The Company does not propose to provide service to residential customers.

 LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 10 - CURRENT RATES

10.1 Service Order Charges

Line Connection Charge	Business
Primary Line	\$60.00
Secondary Line	\$60.00
Service Order Charge	
Moves/Adds/Changes	\$25.00

10.2 Premises Visit Charge

Installation Charge – 1 st Hour	Business
	\$120.00
Repair Charge – 1 st ½ Hour	\$91.00
Repair Charge – Each Add'l ½ Hour	\$46.00

10.3 Restoral Charge

Per occasion, per line:	Business
	\$40.00

10.4 Carrier Presubscription

Per business or residence line, trunk, or port	
Initial Line, or Trunk or Port	\$5.00
Additional Line, Trunk or Port	\$5.00

10.5 Public Telephone Surcharge

Rate Per Call:	\$0.60
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 LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 10 - CURRENT RATES, (CONT'D.)

10.9 Operator Services

Customer Dialed Calling Card	\$0.75
Operator Dialed Calling Card	\$2.50
Operator Assisted	
Collect	\$2.50
3rd Party Billed	\$2.50
Person-to-Person	\$4.50

10.10 Busy Line Verification and Emergency Interrupt Service

Busy Line Verification, per request:	\$2.50
Busy Line Interrupt, per request:	\$5.00

10.11 Directory Listing Service

	Monthly Rate
	Business
Additional Listings	\$1.50
Nonlisted Service	\$2.00
Nonpublished Service	\$4.50

10.12 Miscellaneous Charges

Returned Check Charge	\$25.00
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 LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 - SERVICE CHARGES AND SURCHARGES

4.1 Service Order and Change Charges

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

Primary Line Connection Charge: Applies to requests for initial connection or establishment of telephone service with the Company.

Secondary Line Connection Charge: Applies to installation of a second or additional access line.

Service Order Charge: Applies to connection of new lines and to services orders associated with Customer requests for changes in service, moves, and the addition of services, including the additional of calling features.

4.1.2 Rates

Line Connection Charge	Business
Primary Line	\$60.00
Secondary Line	\$60.00
Service Order Charge	
Moves/Adds/Changes	\$25.00

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 Charlotte, NC 28273

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.5 Public Telephone Surcharge

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

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

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

Rate Per Call: \$0.60

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Effective Date: May 21, 2009

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Charlotte, NC 28273

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges, (Cont'd.)

- 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, thirty (30) days following the invoice date, 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 charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.
- G. If service is disconnected by the Company in accordance with Section 2.6 following and later restored, restoration of service will be subject to all applicable installation charges. Service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges, (Cont'd.)

- 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, thirty (30) days following the invoice date, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%. Late payment fees are only applicable to business Customers, and will be applied in conformance with 220 CMR 26.10.

- F. The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.

- G. If service is disconnected by the Company in accordance with Section 2.6 following and later restored, restoration of service will be subject to all applicable installation charges. Service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

Restoration of service to Residential Customers will be in accordance with M.D.T.E. 18448, Rules and Practices Relating to Telephone Service to Residential Customers.

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Effective Date: April 1, 2009

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3800 Arco Corporate Drive, Suite 310
Charlotte, NC 28273

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.2 Premises Visit Charge**

Premises Visit charges apply when the installation of network access facilities or trouble resolution require a visit to the Customer's premises. This charge applies in addition to the Technician Dispatch Charge.

	Business
Installation Charge – 1 st Hour	\$120.00
Repair Charge – 1 st ½ Hour	\$91.00
Repair Charge – Each Add'l ½ Hour	\$46.00

4.3 Restoral Charge

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

	Business
Per occasion, per line:	\$40.00

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Effective Date: April 1, 2009

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.3 Basic Local Exchange Service, (Cont'd.)

5.3.2 Flat Rate Local Exchange Service

Flat Rate Local Exchange Service provides a Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Flat Rate Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephone, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Flat Rate Local Exchange Service are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Flat Rate Local Exchange Service includes unlimited local exchange calling per month.

	Business
Monthly Rate, per line:	\$60.00

Issued: March 2, 2009

Effective Date: April 1, 2009

Issued By: David Gibson, VP of Operations
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Charlotte, NC 28273

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 LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.5 Directory Listing Service, (Cont'd.)

6.5.2 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.

6.5.3 Monthly Rates

	Monthly Rate
	Business
Additional Listings	\$1.50
Nonlisted Service	\$2.00
Nonpublished Service	\$4.50

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Effective Date: April 1, 2009

Issued By: David Gibson, VP of Operations
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CURRENT RATES, (CONT'D.)

Section 4.0 – Service Charges and Surcharges

4.5 Public Telephone Surcharge

Rate Per Call: \$0.50

Section 5.0 Local Exchange Service

5.2.1 Standard Flat Rate Service

	<u>Business</u>	<u>Residential</u>
Initial Line:	\$70.00	\$70.00
Additional line, each:	\$70.00	\$70.00

Section 6.0 – Supplemental Charges

6.1.2 Usage Charges

Usage charges for operator assisted calls are those usage charges that would normally apply to the calling party's service.

Per Call Service Charges

Customer Dialed Calling Card	\$0.40
Operator Assisted Station-to-Station	\$1.33
Operator Assisted Person-to-Person	\$3.49

6.2 Location Surcharge

Subscriber Surcharge: up to \$1.50

6.3 Busy Line Verification and Interrupt Service

Busy Verification Charge, each request:	\$1.50
Emergency Interrupt Charge, each request:	\$1.00

Issued: April 22, 2009

Effective: July 21, 2009

David Gibson, Vice President - Operations
Entelegent Solutions, Inc. d/b/a Entelegent Communications Solutions
3800 Arco Corporate Drive, Suite 310
Charlotte, North Carolina 28273

NYL0900

Issued: 5-22-09

Effective: 7-20-09

13. CUSTOMER PREMISES WIRE AND MAINTENANCE PLANS

13.2 PREMISES WORK CHARGES

13.2.1 NETWORK PREMISES WORK CHARGES (CONT'D)

(M)

C. Charges

1. Network Premises Work Charges - each 15 minutes or fraction thereof of billable premises work.

	USOC	NONCOMPLEX MAXIMUM	CURRENT
• Schedule I			
Applicable to work Performed during regularly scheduled business hours.			
- Initial Premises Work Charge			
First 15-minute Increments or fraction thereof, of billable premises work	HRH11	\$63.00	\$63.00
- Additional Premises Work Charge			
Each additional 15- minute increment, or fraction thereof, of billable premises work	HRHA1	27.00	25.00

(M) Material moved from Page 17.

Issued: 7-30-01

Effective: 8-29-01

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.3 PAYMENT FOR SERVICE

2.3.2 PAYMENT OF BILLS (CONT'D)

E. Payment of bills for telephone service may be made by any means mutually acceptable to the customer and the Company. Payment which is not honored or paid by the customer's designated financial institution will be considered as nonpayment. A charge will apply whenever a payment for service on an active account is not accepted by the customer's designated financial institution.

CHARGE

- Returned Payment Charge, per occasion \$10.00

F. The customer bill is due upon receipt. Customers have the following options as to the method of paying bills for telephone service:

- At any Company payment depository location.
- At the office of any authorized payment agent of the Company.
- By U.S. Mail, by check or money order.
- Through an agent of the customer.
- By electronic funds transfer.

G. In order to avoid collection procedures which could result in a temporary disconnection of service, payment must be received no later than the due and payable date shown on the customer's bill.

H. Payments received by the Company on or before the due and payable date on the customer's bill will prevent collection procedures which could result in a disconnect of service, provided the following billing information is remitted with payment. The following items are all contained on the customer's bill:

- Customer's name
- Customer's telephone number
- Customer's customer code
- Customer's account type
- Amount of payment

Issued: 3-13-09

Effective: 4-14-09

6. MESSAGE TELECOMMUNICATION SERVICE

6.2 STANDARD SERVICE OFFERINGS

6.2.1 TWO-POINT MESSAGE TELECOMMUNICATION SERVICE (CONT'D)

E. Hearing or Speech Impaired Persons Discount

A 50% rate reduction will apply to all direct dialed long distance calls, within the same LATA in the state of Arizona, that originate from a teletypewriter or similar device from a residential line of a certified hearing or speech impaired customer or his or her immediate family.

F. Charge Determination

1. The charge for residence, business or miscellaneous MTS is determined by the:

- Time of day and day of week
- Duration of call
- Class of call

2. MTS charges apply to calls placed to ScoopLine (SLS) on an MTS basis, in addition to the SLS call charges. The schedule is as follows:

- RESIDENCE - Applies to customer-dialed station-to-station calls

DAY RATE PER MINUTE		EVENING/NIGHT/WEEKEND RATE PER MINUTE	
MAXIMUM	CURRENT	MAXIMUM	CURRENT
\$0.72	\$0.40 (I)	\$0.45	\$0.40 (I)

- BUSINESS - Applies to customer-dialed station-to-station calls

DAY RATE PER MINUTE		EVENING/NIGHT/WEEKEND RATE PER MINUTE	
MAXIMUM	CURRENT	MAXIMUM	CURRENT
\$0.78	\$0.42 (I)	\$0.78	\$0.42 (I)

SECTION 11 – CURRENT PRICE LIST

11.1 Service Charges and Surcharges

11.1.1 Service Order and Change Charges

New Installation Charge, per line:	\$42.50
Technician Dispatch Charge, per visit:	\$95.00
Service Order Change Charge, per order:	\$27.50
Move Charge, per request:	\$42.50
Telephone Number Change Charge, per request:	\$30.50

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President – Marketing
25900 Greenfield Road, Suite 330
Oak Park, Michigan 48237

az10501

SECTION 11 – CURRENT PRICE LIST, (CONT'D.)

11.1 Service Charges and Surcharges, (Cont'd.)

11.1.5 Public Telephone Surcharge

Rate Per Call: \$0.60

11.1.6 Return Check Charge

Per Check Returned: \$25.00

11.2 Local Exchange Services

11.2.1 Local Exchange Term Services

A. Corporate Advantage Standard Business Local Exchange Service (T)

1. Flat Rate Service (T)

a. Set Up Fee (T)

A one-time set up fee, applied per Account.

	<u>Term</u>	
	<u>1 year</u>	<u>3 year</u>
NRC, per account	\$50.00	\$0.00

b. Access Line Charge, per month, per line (T)

	<u>Term</u>	
	<u>1 year</u>	<u>3 year</u>
Initial Line:	\$30.40	\$30.40
Additional line, each:	\$30.40	\$30.40

Issued: January 28, 2009

Effective: March 2, 2009

By:

Vice President – Corporate Development
 25900 Greenfield Road, Suite 330
 Oak Park, Michigan 48237

AZf0903

SECTION 5 - CURRENT PRICE LIST

5.1	Public Telephone Surcharge		
	Rate per Call:	\$0.60	
5.2	Outbound Services		(T)
5.2.1	Corporate Advantage Standard IntraLATA Toll Service**		(T)
	Per Minute Rate:	\$0.1989	
5.2.2	Corporate Advantage Standard InterLATA Toll Service**		(T)
	Rate Per Minute:	\$0.1989	
5.2.3	Corporate Advantage Premium Long Distance Plan		(N)
	Monthly Recurring Charge, per line:	\$1.50	
	Rate Per Minute:	\$0.1109	(N)
5.3	[Reserved for Future Use]		(T)
5.4	Toll Free Services		
5.4.1	Corporate Advantage Switched Toll Free Plan 1**		(T)
	Rate Per Minute:	\$0.20	
5.4.2	Corporate Advantage Premium Toll Free Plan		(N)
	Monthly Recurring Charge, per number:	\$2.00	
	Rate Per Minute:	\$0.0750	
5.4.3	Toll Free Vanity Numbers		
	Nonrecurring Charge, per number:	\$5.00	
	Monthly Recurring Charge, per number:	\$1.50	(N)
**	Effective March 2, 2009, this service is grandfathered and available to existing Customers only.		(N)

Issued: January 28, 2009

Effective: March 2, 2009

By: Vice President – Corporate Development
 25900 Greenfield Road, Suite 330
 Oak Park, Michigan 48237

AZi0901

SECTION 10 – CURRENT PRICE LIST, (CONT'D.)

10.1 Service Charges and Surcharges, (Cont'd.)

10.1.5 Public Telephone Surcharge

Rate Per Call: \$ 0.50

10.1.6 Return Check Charge

Per Check Returned: \$ 25.00

10.1.7 Duplicate Bill Charge

Per Occasion \$ 5.00

Issued: August 16, 2006

Effective: August 17, 2006

By: Gary Joseph, Vice President
4633 West Polk Street
Phoenix, Arizona 85043

AZL0601

SECTION 10 - CURRENT PRICE LIST, (CONT'D.)

10.3 Supplemental Services

10.4.3 Directory Listings

	<u>Monthly Recurring Charge</u>
Initial Listing	No Charge
Additional Listings, each	\$2.50
Alpha Listing, each	\$2.50
Client Main Listing, each	\$2.50
Foreign Listings, each	\$2.50
Each Listing changed to Nonpublished Service	\$1.55
Each Listing changed to Nonlisted Service	\$1.20
WATS Listings, each	\$2.50

Issued: August 16, 2006

Effective: August 17, 2006

By: Gary Joseph, Vice President
4633 West Polk Street
Phoenix, Arizona 85043

AZL0601



ORIGINAL

RECEIVED

2009 OCT 26 A 8:59

October 21, 2009

Via E-mail and Overnight Delivery

AZ CORP COMMISSION
DOCKET CONTROL

Lori Morrison
Utilities Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007-2927

Re: **Entelegant Solutions, Inc.** – Responses to Staff's Second Set of Data Requests
Docket No. T-20663A-09-0130

Dear Sir/Madam:

Enclosed for filing on behalf of Entelegant Solutions, Inc. are the original and thirteen (13) copies of the Responses to the Second Set of Data Requests for the docket number referenced above.

Any questions you may have regarding this filing may be directed to my attention at (407) 740-3006 or via e-mail at croesel@tminc.com.

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

Thank you for your assistance.

Sincerely,

Carey Roesel
Consultant to Entelegant Solutions, Inc.

CR/gs
Enclosure

cc: Dave Gibson - Entelegant
File: Entelegant – AZ Local
TMS: AZL0900c

Arizona Corporation Commission
DOCKETED

OCT 26 2009

DOCKETED BY

STAFF'S SECOND SET OF DATA REQUESTS TO
ENTELEGENT SOLUTIONS, INC
DOCKET NO. T-20663A-09-0130

In addition to a paper response, all information responses should also be provided in searchable PDF, DOC or EXCEL files via email or electronic media.

Please make sure each numbered item and each part of the item is answered completely

- LLM 2.1 Referencing the Company's response to LLM 1.3, the Company states it does not anticipate having any employees located in Arizona for the foreseeable future. Since the Company will not have employees located in Arizona:
- a. How will the Company advertise its services in Arizona?
 - b. Does the Company has a call center and/or NOC (Network Operations Center) where it takes calls from customers who have concerns with service, bills and complaints in general? If not, why not. If so:
 1. Where is the call center and/or NOC (Network Operations Center) located;
 2. How many employees staff the center(s); and
 3. Is assistance available to customers 24 hours a day, 7 days a week? If not, provide the specific times and days of the week assistance is available for customers.

Response:

- a. **Entelegant will utilize independent agents for its sales efforts in Arizona. In addition, Entelegant often targets companies which have operations in many states, so sales efforts in other states can lead to business opportunities in Arizona.**
- b. **Yes.**
 1. **South Carolina**
 2. **Approximately 70**
 3. **Yes**

Response Provided By:

**Carey Roesel
Consultant to Entelegant Solutions, Inc.
2600 Maitland Center Parkway, Suite 300
Maitland, Florida 32751
407-740-3006
croesel@tminc.com**

STAFF'S THIRD SET OF DATA REQUESTS TO
CVC CLEC LLC
DOCKET NO. T-20646A-09-0005

LLM 2.2 Has the Company ever had its authority to provide service revoked? If so, please indicate when and where.

Response: No, the Company has never had its authority to provide service revoked.

Response Provided By:
Carey Roesel
Consultant to Entelegent Solutions, Inc.
2600 Maitland Center Parkway, Suite 300
Maitland, Florida 32751
407-740-3006
croesel@tminc.com

STAFF'S THIRD SET OF DATA REQUESTS TO
CVC CLEC LLC
DOCKET NO. T-20646A-09-0005

- LLM 2.3 Referencing the Company's Application, A-18, the Company indicates it is in the process of applying for nationwide (except Alaska) local exchange and interexchange telecommunications authority.
- a. Please provide a list of all jurisdictions, as of the present, which have granted authority for the Company to provide telecommunications services.
 - b. Did the Company also apply for authority to provide Access Services in all the jurisdictions indicated in its response to A-18? If not, please provide a list of jurisdictions where the Company will not be providing Access Services.

Response:

a. As of the present, Entelegent has authority to provide telecommunications services in the following states: AL (CLEC/IXC), CA (IXC), CO (CLEC/IXC), CT (CLEC/IXC), DC (CLEC), DE (CLEC/IXC), FL (CLEC/IXC), HI (CLEC/IXC), IA (CLEC/IXC), IL (CLEC/IXC), IN (CLEC/IXC), KS (CLEC/IXC), KY (CLEC/IXC), MA (CLEC/IXC), MD (CLEC/IXC), MI (CLEC/IXC), MN (CLEC/IXC), MO (CLEC/IXC), MS (CLEC/IXC), MT (CLEC/IXC), NC (CLEC), ND (CLEC/IXC), NE (CLEC/IXC), NH (CLEC/IXC), NJ (CLEC), NM (CLEC/IXC), NV (CLEC/IXC), NY (CLEC/IXC), OH (CLEC/IXC), OK (CLEC/IXC), OR (CLEC/IXC), RI (CLEC/IXC), SC (CLEC/IXC), SD (CLEC/IXC), TN (CLEC/IXC), TX (CLEC/IXC), UT (CLEC), VA (CLEC), VT (CLEC/IXC), WA (CLEC/IXC), WI (CLEC/IXC), WV (CLEC/IXC), and WY (CLEC/IXC).

b. Yes.

Response Provided By:

Carey Roesel
Consultant to Entelegent Solutions, Inc.
2600 Maitland Center Parkway, Suite 300
Maitland, Florida 32751
407-740-3006
croesel@tminc.com



RECEIVED

October 23, 2009

2009 OCT 26 P 2:46

Via E-mail and Overnight Delivery

AZ CORP COMMISSION
DOCKET CONTROL

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

Re: **Entelegent Solutions, Inc.** – Replacement Tariff Pages
Docket No. T-20663A-09-0130

Dear Sir/Madam:

Enclosed for filing on behalf of Entelegent Solutions, Inc. are the original and thirteen (13) copies of replacement tariff pages to the local and IXC tariffs for the docket number referenced above. As requested by Lori Morrison of AZ staff, this filing removes all references to residential customers from the local and IXC tariffs.

Any questions you may have regarding this filing may be directed to my attention at (407) 740-3006 or via e-mail at croesel@tminc.com.

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

Thank you for your assistance.

Sincerely,

Carey Roesel
Consultant to Entelegent Solutions, Inc.

CR/gs
Enclosure

cc: Dave Gibson - Entelegent
File: Entelegent - AZ Local
TMS: AZL0900d

Arizona Corporation Commission
DOCKETED

OCT 26 2009

DOCKETED BY

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Deposits****2.5.1 Commercial Customers**

- A. The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established satisfactory credit and has no history of late payments to the Company.
- B. The amount of the deposit which may be required of a Customer for the purpose of establishing credit shall not exceed two and one-half (2 ½) times the estimated average monthly bill. The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change.
- C. The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.
- D. The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate of 6% per year, simple interest.
- E. The Company shall keep a record of each cash deposit until the deposit is returned. The record will show the name of each Customer making a deposit; the premises occupied by the Customer when making the deposit and each successive premises occupied while the deposit is retained by the Company; the amount and date of making the deposit; and a record of each transaction, such as the payment of interest, interest credited, etc., concerning the deposit. Concurrently with receiving a deposit, the Company will provide the Customer a receipt showing the deposit date, the name and billing address of the Customer and the deposit amount.

Issued:

Effective Date:

Issued By: David Gibson, VP of Operations
3800 Arco Corporate Drive, Suite 310
Charlotte, NC 28273

AZi0900

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Advance Payments**

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

2.7 Taxes and Fees

2.7.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.

2.7.2 To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.7.3 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

Issued:**Effective Date:**

Issued By: David Gibson, VP of Operations
3800 Arco Corporate Drive, Suite 310
Charlotte, NC 28273

AZi0900

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

2.5 Payment Arrangements, (Cont'd.)

2.5.4 Advance Payments

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

Issued:

Effective Date:

Issued By: David Gibson, VP of Operations
3800 Arco Corporate Drive, Suite 310
Charlotte, NC 28273

AZ10900

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Deposits

A. Commercial Customers

1. The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established satisfactory credit and has no history of late payments to the Company.
2. The amount of the deposit which may be required of a Customer for the purpose of establishing credit shall not exceed two and one-half (2 ½) times the estimated average monthly bill. The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change.
3. The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.

Issued:

Effective Date:

Issued By: David Gibson, VP of Operations
3800 Arco Corporate Drive, Suite 310
Charlotte, NC 28273

AZI0900

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

2.6 Discontinuance of Service

Service continues to be provided until canceled by the Customer, in writing, or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

Without incurring liability, Enteleget may refuse or discontinue service for the following reasons provided that, unless otherwise stated, business Customers will be given five (5) days written notice by first class mail, with a final notice by Certified Mail five (5) days prior to discontinuance.

- 2.6.1 For noncompliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.6.2 For noncompliance with or violation of Commission regulation or Enteleget's rules and regulations on file with the Commission.
- 2.6.3 Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.
- 2.6.4 For failure of the Customer to make proper application for service or for use of telephone service for any other property or purpose than that described in the application.

Issued:

Effective Date:

Issued By: David Gibson, VP of Operations
3800 Arco Corporate Drive, Suite 310
Charlotte, NC 28273

AZ10900



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2010 APR 12 P 1:16

AZ CORP COMMISSION
DOCKET CONTROL

April 9, 2010

Via Overnight Delivery

ORIGINAL

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

Arizona Corporation Commission

DOCKETED

APR 12 2010

DOCKETED BY [Signature]

Re: Entelegent Solutions, Inc. – Replacement Tariff Pages
Docket No. T-20663A-09-0130

Dear Sir/Madam:

Enclosed for filing on behalf of Entelegent Solutions, Inc. are the original and thirteen (13) copies of replacement tariff pages to the local and IXC tariffs for the docket number referenced above. This filing replaces the services and rates that are presently in the local and IXC tariffs to mirror the Company's current service offerings.

The following pages are included in this filing:

Arizona Tariff No. 1

Original Page 21 Updates IXC service offerings w/maximum rates
Original Page 23 Updates IXC service offerings w/current rates

Arizona Tariff No. 2

Preface, Original Page 3 Updates check sheet
Section 4, Original Page 1 Updates service order and change charges w/maximum rates
Section 4, Original Page 2 Updates premises visit charge w/maximum rates
Section 5, Original Page 4 Adds EnTele-Voice Economy plan w/maximum rates
Section 5, Original Pages 5-6 Adds EnTele-Voice Essential plan w/maximum rates
Section 5, Original Pages 6-7 Adds EnTele-Voice Encompass plan w/maximum rates
Section 6, Original Pages 1-4 Updates Optional Calling Features w/maximum rates
Section 6, Original Page 5 Updates directory assistance service w/maximum rate
Section 6, Original Page 8 Changes Busy Line Verification maximum rate
Section 10, Original Page 1-4 Updates current rates section

Entelegant Solutions, Inc.

April 9, 2010

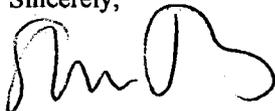
Page 2 of 2

Any questions you may have regarding this filing may be directed to my attention at (407) 740-3006 or via e-mail at croesel@tminc.com.

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

Thank you for your assistance.

Sincerely,



CR Carey Roesel
Consultant to Entelegant Solutions, Inc.

CR/gs

Enclosure

cc: Dave Gibson - Entelegant
File: Entelegant - AZ Local; AZ IXC
TMS: AZL0900f

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.3 General

Long Distance service is only available in conjunction with local service.

3.4 Long Distance Directory Assistance Service

The charges as shown below apply for each request made to the Directory Assistance operator:

Long Distance Directory Assistance (555-1212) \$3.00

3.5 EnTele-Voice Entegral Long Distance Plan

The EnTele-Voice Entegral Plan is an outbound calling plan available to business customers who subscribe to the EnTele-Voice Essential or the EnTele-Voice Encompass local service plans. Toll Free numbers are available for an additional maximum charge of \$6.00 per month per number. Calls are billed in six (6) second increments after an initial period for billing purposes of eighteen (18) seconds.

All Areas Rate Per Minute
\$0.220

3.6 EnTele-Voice Enfiniti Long Distance Plan

The EnTele-Voice Enfiniti Long Distance Plan is an outbound calling plan available to business customers who subscribe to the EnTele-Voice Essential or the EnTele-Voice Encompass local service plans. The plan offers unlimited direct dial outbound intraLATA toll and intrastate and interstate long distance calling. Toll Free numbers are available at an additional maximum charge of \$6.00 per month per number and inbound calls are billed according to the EnTele-Voice Entegral schedule. EnTele-Voice products are to be used for voice service only. Customers using auto dialers, telemarketing applications or switching equipment are not eligible to use this rate plan.

Per Line: Monthly Rate
\$39.98

Issued:

Effective Date:

Issued By: David Gibson, VP of Operations
3800 Arco Corporate Drive, Suite 310
Charlotte, NC 28273

AZi0900

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 – CURRENT RATES, (CONT'D.)

4.4 Long Distance Directory Assistance Service

The charges as shown below apply for each request made to the Directory Assistance operator:

Long Distance Directory Assistance (555-1212) \$1.50

4.5 EnTele-Voice Entegral Long Distance Plan

The EnTele-Voice Entegral Plan is an outbound calling plan available to business customers who subscribe to the EnTele-Voice Essential or the EnTele-Voice Encompass local service plans. Toll Free numbers are available for an additional charge of \$3.00 per month per number. Calls are billed in six (6) second increments after an initial period for billing purposes of eighteen (18) seconds.

All Areas Rate Per Minute
\$0.110

4.6 EnTele-Voice Enfiniti Long Distance Plan

The EnTele-Voice Enfiniti Long Distance Plan is an outbound calling plan available to business customers who subscribe to the EnTele-Voice Essential or the EnTele-Voice Encompass local service plans. The plan offers unlimited direct dial outbound intraLATA toll and intrastate and interstate long distance calling. Toll Free numbers are available at an additional charge of \$3.00 per month per number and inbound calls are billed according to the EnTele-Voice Entegral schedule. EnTele-Voice products are to be used for voice service only. Customers using auto dialers, telemarketing applications or switching equipment are not eligible to use this rate plan.

Per Line: Monthly Rate
\$19.99

Issued:

Effective Date:

Issued By: David Gibson, VP of Operations
3800 Arco Corporate Drive, Suite 310
Charlotte, NC 28273

AZi0900

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

CHECK SHEET, (CONT'D.)

SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
3	1	Original *	7	1	Original *
4	1	Original *	8	1	Original *
4	2	Original *	9	1	Original *
4	3	Original *	10	1	Original *
4	4	Original *	10	2	Original *
4	5	Original *	10	3	Original *
4	6	Original *	10	4	Original *
4	7	Original *			
5	1	Original *			
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6	8	Original *			
6	9	Original *			
6	10	Original *			
6	11	Original *			
6	12	Original *			

* - indicates those pages included with this filing

Issued:

Effective Date:

Issued By: David Gibson, VP of Operations
 3800 Arco Corporate Drive, Suite 310
 Charlotte, NC 28273

AZI0900

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 - SERVICE CHARGES AND SURCHARGES

4.1 Service Order and Change Charges

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

Primary Line Connection Charge: Applies to requests for initial connection or establishment of telephone service with the Company.

Secondary Line Connection Charge: Applies to installation of a second or additional access line.

Service Order Charge: Applies to connection of new lines and to services orders associated with Customer requests for changes in service, moves, and the addition of services, including the additional of calling features.

4.1.2 Rates

	Maximum Business
Line Connection Charge	
Primary Line	
Qwest	\$163.28
Verizon	\$159.98
Secondary Line	\$39.98
Conversion Charge	
Primary Line	
Qwest	\$19.98
Verizon	\$39.98
Secondary Line	\$9.98
Service Order Charge	
Moves/Adds/Changes	\$40.00

Issued:

Effective Date:

Issued By: David Gibson, VP of Operations
 3800 Arco Corporate Drive, Suite 310
 Charlotte, NC 28273

AZ10900

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.2 Premises Visit Charge

Premises Visit charges apply when the installation of network access facilities or trouble resolution require a visit to the Customer's premises. This charge applies in addition to the Technician Dispatch Charge.

Premises Visit Charge	Maximum Business
Initial Hour	\$368.00
Each additional 30 minutes	\$90.00

4.3 Restoral Charge

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.

Per occasion, per line:	Maximum Business
	\$80.00

Issued:

Effective Date:

Issued By: David Gibson, VP of Operations
3800 Arco Corporate Drive, Suite 310
Charlotte, NC 28273

AZI0900

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.4 Local Service Plans

5.4.1 EnTele-Voice Economy (Measured Service)

A. Description

The EnTele-Voice Economy plan includes the following bundle of services:

- Basic Local Exchange Service, which includes local calling at \$0.045 (maximum \$0.09) per minute. Calls are billed in six (6) second increments after an initial period for billing purposes of eighteen (18) seconds.
- Standard features include the following (unless otherwise requested):

700 Block	Directory Assistance Block
900/976 Block	Operator Assisted Call Block
Collect Call Block	International Call Block
- Two options for long distance service (see Arizona Tariff No. 1).

B. Maximum Rates

Qwest Areas

	<u>12-Month Term</u>	<u>24-Month Term</u>	<u>36-Month Term</u>
Zone 1	\$41.98	\$39.98	\$37.98
Zone 2	\$63.98	\$61.98	\$59.98
Zone 3	\$135.98	\$133.98	\$131.98

Verizon Areas

	<u>12-Month Term</u>	<u>24-Month Term</u>	<u>36-Month Term</u>
Zone 1	\$89.98	\$87.98	\$85.98

Issued:

Effective Date:

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 Charlotte, NC 28273

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.4 Local Service Plans, (Cont'd.)

5.4.2 EnTele-Voice Essential

A. Description

The EnTele-Voice Essential plan includes the following bundle of services:

- Unlimited local calling
- A combination of the following features per line for a monthly recurring charge of \$3.50 (maximum \$7.00) per feature.

Caller ID (Number Only)	Call Waiting
Caller ID Deluxe (Name and Number)	Call Waiting ID
Call Forwarding/Don't Answer	Ring Master/Distinctive Ring
Call Forwarding/Busy Line	Three Way Calling
Call Forward/Variable	Hunting
Remote Access to Call Forwarding	Call Trace (*57)
Speed Calling 8	Call Block (*60)
Speed Calling 30	Call Return (*69)
Anonymous Call Rejection	Repeat Dialing (*66)

- Standard features include the following (unless otherwise requested):

700 Block	Directory Assistance Block
900/976 Block	Operator Assisted Call Block
Collect Call Block	International Call Block

- Two options for long distance service (see Arizona Tariff No. 1).

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 LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.4 Local Service Plans, (Cont'd.)

5.4.2 EnTele-Voice Essential, (Cont'd.)

B. Maximum Rates

Qwest Areas

	<u>12-Month Term</u>	<u>24-Month Term</u>	<u>36-Month Term</u>
Zone 1	\$55.98	\$53.98	\$51.98
Zone 2	\$77.98	\$75.98	\$73.98
Zone 3	\$149.98	\$147.98	\$145.98

Verizon Areas

	<u>12-Month Term</u>	<u>24-Month Term</u>	<u>36-Month Term</u>
Zone 1	\$103.98	\$101.98	\$99.98

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.4 Local Service Plans, (Cont'd.)

5.4.3 EnTele-Voice Encompass

A. Description

The EnTele-Voice Encompass service plan includes the following bundle of services:

- Unlimited local calling
- Any three of the features below for no additional charge:

Caller ID (Number Only)	Call Waiting
Caller ID Deluxe (Name and Number)	Call Waiting ID
Call Forwarding/Don't Answer	Ring Master/Distinctive Ring
Call Forwarding/Busy Line	Three Way Calling
Call Forward/Variable	Hunting
Remote Access to Call Forwarding	Call Trace (*57)
Speed Calling 8	Call Block (*60)
Speed Calling 30	Call Return (*69)
Anonymous Call Rejection	Repeat Dialing (*66)
- Standard features include the following (unless otherwise requested):

700 Block	Directory Assistance Block
900/976 Block	Operator Assisted Call Block
Collect Call Block	International Call Block
- Two options for long distance service (see Arizona Tariff No. 1).

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.4 Local Service Plans, (Cont'd.)

5.4.3 EnTele-Voice Encompass, (Cont'd.)

B. Maximum Rates

Qwest Areas

	<u>12-Month Term</u>	<u>24-Month Term</u>	<u>36-Month Term</u>
Zone 1	\$65.98	\$63.98	\$61.98
Zone 2	\$87.98	\$85.98	\$83.98
Zone 3	\$159.98	\$157.98	\$155.98

Verizon Areas

	<u>12-Month Term</u>	<u>24-Month Term</u>	<u>36-Month Term</u>
Zone 1	\$113.98	\$111.98	\$109.98

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 6 - SUPPLEMENTAL SERVICES

6.1 Optional Calling Features

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

6.1.1 Feature Descriptions

Anonymous Call Rejection - Gives the Customer the ability to prevent future calls from specific telephone numbers and can be activated after receipt of an unwanted call or after entering a telephone number from which the calling party does not wish to receive future calls. The screening list holds a maximum of fifteen (15) numbers.

Call Block (*60) - Automatically rejects calls from a specified list of numbers or from the incoming number.

Call Forwarding - Allows incoming calls forwarded to be forwarded to another line specified by the Customer by dialing a code and the telephone number to which the calls will be forwarded.

Call Forwarding Don't Answer - Automatically routes incoming calls to a predetermined telephone number when the called line does not answer within a pre-specified number of rings.

Call Forward Busy Line - Automatically routes incoming calls to a predetermined telephone number when the called line is busy.

Call Return (*69) - Automatically redials the last incoming call.

Call Trace (*57) - Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only.

Call Waiting / Call Waiting with Caller ID - Allows the Customer engaged in a call to receive a tone signal indicating a second call is waiting, and by operation of the switchhook to place the first call on hold and answer the waiting call. Call Waiting with Caller ID provides Call Waiting service with the display of Caller ID information for the call that is waiting.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.1 Optional Calling Features, (Cont'd.)

6.1.1 Feature Descriptions, (Cont'd.)

Caller ID-Number Only - Provides for the display of the calling party telephone number on Caller ID compatible Customer premises equipment.

Caller ID Name and Number - Provides for the display of the calling party name and telephone number on Caller ID compatible Customer premises equipment.

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

Remote Access to Call Forwarding - Permits the customer who also subscribes to Call Forwarding with the ability to activate, deactivate or change Call Forwarding from a remote location. Remote Access to Call Forwarding can only be accessed from a Dual Tone Multi-Frequency (DTMF) telephone which has a full set of characters, including "*" and "#". All charges incurred to access the remote number will be billed appropriately.

Repeat Dialing (*66) - Automatically redials a busy number for up to 30 minutes until line is available.

Ring Master/Distinctive Ring - Allows a Customer to have up to two separate telephone numbers (one main and one additional number) associated with one local exchange access line. Each telephone numbers has a distinctive ring on incoming calls for identification purposes.

Speed Calling - Allows the Customer to dial an abbreviated code to originate a call to a list of programmed telephone numbers.

Three-Way Calling - Allows the Customer to add a third party to an existing conversation.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.1 Optional Calling Features, (Cont'd.)

6.1.2 Rates

A. Features Offered on a Monthly Basis

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

Feature	Maximum Monthly Rate
Anonymous Call Rejection	\$7.00
Call Block (*60)	\$7.00
Call Forwarding/Don't Answer	\$7.00
Call Forwarding/Busy Line	\$7.00
Call Forward/Variable	\$7.00
Call Return (*69)	\$7.00
Call Trace (*57)	\$7.00
Call Waiting	\$7.00
Call Waiting ID	\$7.00
Caller ID (Number Only)	\$7.00
Caller ID Deluxe (Name and Number)	\$7.00
Hunting	\$7.00
Remote Access to Call Forwarding	\$7.00
Ring Master/Distinctive Ring	\$7.00
Speed Calling 8	\$7.00
Speed Calling 30	\$7.00
Three Way Calling	\$7.00
Repeat Dialing (*66)	\$7.00

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.1 Optional Calling Features, (Cont'd.)

6.1.2 Rates, (Cont'd.)

B. Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Business line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer.

Feature	Maximum Per Use
Call Block	\$2.00
Call Return	\$2.00
Call Trace	\$2.00
Three Way Calling	\$2.00
Repeat Dialing	\$2.00

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.2 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.

Local Directory Assistance Per Call Charge \$3.00

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.4 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, requests interruption and the call has already been verified as busy.

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.

6.4.1 Rates

	Maximum
Busy Line Verification, per request:	\$15.00
Busy Line Interrupt, per request:	\$10.00

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 10 - CURRENT RATES

10.1 Service Order Charges

	Business
Line Connection Charge	
Primary Line	
Qwest	\$81.64
Verizon	\$79.99
Secondary Line	\$19.99
Conversion Charge	
Primary Line	
Qwest	\$9.99
Verizon	\$19.99
Secondary Line	\$4.99
Service Order Charge	
Moves/Adds/Changes	\$20.00

10.2 Premises Visit Charge

	Business
Premises Visit Charge	
Initial Hour	\$184.00
Each additional 30 minutes	\$45.00

10.3 Restoral Charge

	Business
Per occasion, per line:	\$40.00

10.4 Carrier Presubscription

Per business or residence line, trunk, or port	
Initial Line, or Trunk or Port	\$5.00
Additional Line, Trunk or Port	\$5.00

10.5 Public Telephone Surcharge

Rate Per Call:	\$0.60
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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 10 - CURRENT RATES, (CONT'D.)**10.6 Local Service Plans****10.6.1 EnTele-Voice Economy (Measured Service)****Qwest Areas**

	<u>12-Month Term</u>	<u>24-Month Term</u>	<u>36-Month Term</u>
Zone 1	\$20.99	\$19.99	\$18.99
Zone 2	\$31.99	\$30.99	\$29.99
Zone 3	\$67.99	\$66.99	\$65.99

Verizon Areas

	<u>12-Month Term</u>	<u>24-Month Term</u>	<u>36-Month Term</u>
Zone 1	\$44.99	\$43.99	\$42.99

10.6.2 EnTele-Voice Essential**Qwest Areas**

	<u>12-Month Term</u>	<u>24-Month Term</u>	<u>36-Month Term</u>
Zone 1	\$27.99	\$26.99	\$25.99
Zone 2	\$38.99	\$37.99	\$36.99
Zone 3	\$74.99	\$73.99	\$72.99

Verizon Areas

	<u>12-Month Term</u>	<u>24-Month Term</u>	<u>36-Month Term</u>
Zone 1	\$51.99	\$50.99	\$49.99

10.6.3 EnTele-Voice Encompass**Qwest Areas**

	<u>12-Month Term</u>	<u>24-Month Term</u>	<u>36-Month Term</u>
Zone 1	\$32.99	\$31.99	\$30.99
Zone 2	\$43.99	\$42.99	\$41.99
Zone 3	\$79.99	\$78.99	\$77.99

Verizon Areas

	<u>12-Month Term</u>	<u>24-Month Term</u>	<u>36-Month Term</u>
Zone 1	\$56.99	\$55.99	\$54.99

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 10 - CURRENT RATES, (CONT'D.)**10.7 Optional Calling Features**

Feature	Monthly Rate
Anonymous Call Rejection	\$3.50
Call Block (*60)	\$3.50
Call Forwarding/Don't Answer	\$3.50
Call Forwarding/Busy Line	\$3.50
Call Forward/Variable	\$3.50
Call Return (*69)	\$3.50
Call Trace (*57)	\$3.50
Call Waiting	\$3.50
Call Waiting ID	\$3.50
Caller ID (Number Only)	\$3.50
Caller ID Deluxe (Name and Number)	\$3.50
Hunting	\$3.50
Remote Access to Call Forwarding	\$3.50
Ring Master/Distinctive Ring	\$3.50
Speed Calling 8	\$3.50
Speed Calling 30	\$3.50
Three Way Calling	\$3.50
Repeat Dialing (*66)	\$3.50

Feature	Per Use
Call Block	\$1.00
Call Return	\$1.00
Call Trace	\$1.00
Three Way Calling	\$1.00
Repeat Dialing	\$1.00

10.8 Directory Assistance Services

Local Directory Assistance Per Call Charge	\$1.50
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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 10 - CURRENT RATES, (CONT'D.)

10.9 Operator Services

Customer Dialed Calling Card	\$0.75
Operator Dialed Calling Card	\$2.50
Operator Assisted	
Collect	\$2.50
3rd Party Billed	\$2.50
Person-to-Person	\$4.50

10.10 Busy Line Verification and Emergency Interrupt Service

Busy Line Verification, per request:	\$7.50
Busy Line Interrupt, per request:	\$5.00

10.11 Directory Listing Service

	Monthly Rate
	Business
Additional Listings	\$1.50
Nonlisted Service	\$2.00
Nonpublished Service	\$4.50

10.12 Miscellaneous Charges

Returned Check Charge	\$25.00
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MEMORANDUM

TO: Docket Control

FROM: Steven M. Olea
Director
Utilities Division

DATE: April 28, 2010

RE: **AMENDED STAFF REPORT - IN THE MATTER OF THE APPLICATION OF ENTELEGENT SOLUTIONS, INC. FOR APPROVAL OF A CERTIFICATE OF CONVENIENCE AND NECESSITY FOR RESOLD LONG DISTANCE AND FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES (DOCKET NO. T-20663A-09-0130)**

Attached is the Amended Staff Report for the above Application requesting approval for a Certificate of Convenience and Necessity ("CC&N") to provide the following services:

- Resold Long Distance Telecommunications Services
- Facilities-Based Local Exchange Telecommunications Services
- Switched Access Services

Staff is recommending approval of the Application with conditions.

SMO:LLM:kdh

Originator: Lori Morrison

Attachment: Original and Thirteen copies

SERVICE LIST FOR: ENTELEGENT SOLUTIONS, INC.
DOCKET NO.: T-20663A-09-0130

Mr. David Gibson
Entelegant Solutions, Inc.
3800 Arco Corporate Dr. – 310
Charlotte, North Carolina 28273

Carey Rosel
Technologies Management, Inc.
2600 Maitland Center Parkway, Suite 300
Maitland, Florida 32751

AMENDED STAFF REPORT
UTILITIES DIVISION
ARIZONA CORPORATION COMMISSION

ENTELEGENT SOLUTIONS, INC.

DOCKET NO. T-20663A-09-0130

IN THE MATTER OF THE APPLICATION OF ENTELEGENT SOLUTIONS, INC. FOR
APPROVAL OF A CERTIFICATE OF CONVENIENCE AND NECESSITY FOR RESOLD
LONG DISTANCE AND FACILITIES-BASED LOCAL EXCHANGE
TELECOMMUNICATIONS SERVICES

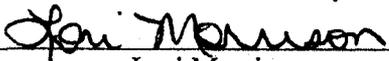
APRIL 28, 2010

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STAFF ACKNOWLEDGMENT

The Amended Staff Report for Enteleger Solutions, Inc., Docket No. T-20663A-09-0130, was the responsibility of the Utilities Division Staff listed below. Lori Morrison was responsible for the review and analysis of Enteleger Solutions, Inc.'s Application for a Certificate of Convenience and Necessity to provide Resold Long Distance, Facilities-Based Local Exchange Telecommunications Services and Switched Access Services within the State of Arizona, in addition to the petition for a determination that its proposed services should be classified as competitive.


Lori Morrison
Utilities Consultant

1. INTRODUCTION

On March 17, 2009, Entelegent Solutions, Inc. ("Entelegent" or "Applicant" or "Company") filed an Application for a Certificate of Convenience and Necessity ("CC&N") to provide resold long distance and facilities-based local exchange telecommunications services within the State of Arizona. The Applicant also petitioned the Arizona Corporation Commission ("Commission") for a determination that its proposed services should be classified as competitive. Included in the application, the Applicant submitted a proposed tariff for the services it is requesting the authority to provide.

On July 21, 2009, the Applicant filed a performance bond in the amount of \$100,000 in the docket with the original submitted to the Business Office. On September 9, 2009, the Applicant filed an amended application indicating it was seeking a CC&N to provide resold long distance, facilities-based local exchange telecommunications services and switched access services within the State of Arizona. Included in the amended application were revised tariff sheets containing revisions and corrections made at the request of Staff. On October 26, 2009, the Applicant filed revised tariff sheets at the request of Staff.

On February 19, 2010, Staff filed a Staff Report recommending approval of Entelegent's application with conditions.

On April 13, 2010, Entelegent filed its response to the Staff Report proposing to remove the deposit and prepayment requirement for its long distance customers and thereby removing the requirement for an additional \$10,000 performance bond or irrevocable sight draft Letter of Credit. The response included replacement tariff pages with the deposit and prepayment requirements removed. Additionally, replacement tariff pages were filed in a separate filing that included updated maximum and current rates.

Staff's review of this Application addresses the overall fitness of the Applicant to receive a CC&N. Staff's analysis also considers whether the Applicant's services should be classified as competitive and if the Applicant's initial rates are just and reasonable.

2. TECHNICAL CAPABILITY TO PROVIDE THE REQUESTED SERVICES

The Applicant intends to provide resold long distance, facilities-based local exchange services and switched access services to business customers in Arizona. In response to Staff Data Request LLM 1.3, the Applicant indicated that it does not anticipate having employees located in Arizona. In response to an email from Staff about how the Applicant will market its Arizona services, the Applicant states it sells to large, multi-location businesses which may have locations in numerous states, including Arizona. The Applicant has sales agents who may sell service on Entelegent's behalf in Arizona. The agents may or may not be based in Arizona. The Applicant does have a 24/7 Customer Service Call Center located in Rock Hill, South Carolina that will be handling all customer concerns, complaints and repair inquires.

In its application, Entelegant indicated that it is applying for authorization to provide the same services proposed in this application in every state except Alaska. In response to Staff Data Request LLM 2.3(a), the Applicant provided an update to its response to A-18 of the application indicating that it has received authority to provide service in 42 states. Staff contacted five (5) of those states¹ and verified that the Applicant is authorized to provide service in those jurisdictions. In its application, Entelegant indicated that its three key employees possess a combination of over 59 years experience in the telecommunications industry.

Based on the above information, Staff believes Entelegant possesses the technical capabilities to provide the services it is requesting the authority to provide in Arizona.

3. FINANCIAL CAPABILITY TO PROVIDE THE REQUESTED SERVICES

The Applicant is a startup Company and as such, provided limited financial information. The Applicant provided an unaudited Balance Sheet as of February 18, 2009, and a Profit & Loss financial statement for January through March 2009. The Balance Sheet lists total assets of \$1,414,700.92; total equity of \$1,414,700.92; and the Profit & Loss statement lists net income of \$1,328,242.28. The Applicant did not provide notes related to the financial statements.

In the Applicant's response to Staff Data Request LLM-1.24, the Applicant provided a three year projection of its assets, equities and net income/(loss). That information is reflected in the table listed below:

Three Year Projection	2009	2010	2011
Projected Assets	\$2 M	\$2.6 M	\$3.4 M
Projected Equity	\$1.4 M	\$1.95 M	\$2.5 M
Projected Net Income/(Loss)	\$1.6 M	\$660,000	\$770,000

The Applicant stated in its proposed tariff (reference Sections 2.5.4 and 2.5.5 in Entelegant's proposed Arizona tariff No. 2 and Section 2.12 in proposed Arizona Tariff No. 3) that it may collect advances and deposits from any local exchange or switched access applicant or customer. The Applicant does not offer prepaid calling card services. The Commission's current practice regarding the performance bond or irrevocable sight draft Letter of Credit ("ISDLC") requirements is \$10,000 for resold long distance (for those long distance service resellers who collect deposits, advances or prepayments), \$25,000 for resold local exchange, \$100,000 for facilities-based long distance, and \$100,000 for facilities-based local exchange services. Based on the services the Applicant is requesting authority to provide, the minimum recommended performance bond or ISDLC should be \$100,000. The performance bond or

¹ California, Michigan, North Carolina, Texas, and Virginia.

ISDLC coverage needs to increase in increments equal to 50 percent of the total minimum performance bond or ISDLC amount when the total amount of the advances and/or deposits is within 10 percent of the total minimum performance bond or ISDLC amount. Thus, bond or ISDLC amount should be increased in increments of \$50,000 when the total amount of advances and/or deposits is within \$10,000 of the bond or ISDLC amount.

Staff recommends that the Applicant procure either a performance bond or an ISDLC equal to \$100,000. If the Applicant desires to discontinue service, it must file an Application with the Commission pursuant to A.A.C. R14-2-1107. Additionally, the Applicant must notify each of its customers and the Commission 60 days prior to filing an Application to discontinue service. Failure to meet this requirement should result in forfeiture of the Applicant's performance bond or ISDLC.

The Applicant filed proof of a performance bond for \$100,000 on July 21, 2009. The original bond was filed with the Commission's Business Office and 13 copies of the performance bond were filed with Docket Control. The Commission may draw on the performance bond or ISDLC on behalf of and for the sole benefit of the Company's customers, if the Commission finds, in its discretion, that the Company is in default of its obligations arising from its Certificate. The Commission may use the bond or ISDLC funds, as appropriate, to protect the Company's customers and the public interest and take any and all actions the Commission deems necessary, in its discretion, including, but not limited to, returning prepayments or deposits collected from the Company's customers.

4. ESTABLISHING RATES AND CHARGES

The Applicant would initially be providing service in areas where an incumbent local exchange carrier ("ILEC"), along with various competitive local exchange carriers ("CLECs") and interexchange carriers are providing telephone service. Therefore, the Applicant would have to compete with those providers in order to obtain subscribers to its services. The Applicant would be a new entrant and would face competition from both an incumbent provider and other competitive providers in offering service to its potential customers. Therefore, the Applicant would generally not be able to exert market power. Thus, the competitive process should result in rates that are just and reasonable.

Both an initial rate (the actual rate to be charged) and a maximum rate may be listed for each competitive service offered. The rate charged for a service may not be less than the Company's total service long-run incremental cost of providing the service pursuant to A.A.C. R14-2-1109.

The rates proposed by this filing are for competitive services. In general, rates for competitive services are not set according to rate of return regulation. Staff obtained information from the Applicant indicating that its fair value rate base is zero. Accordingly, the Applicant's fair value rate base is too small to be useful in a fair value analysis. Entelegant has submitted proposed tariff pages reflecting the actual rates that it will be charging for its long distance, local

exchange and switched access services. Entelegant has also provided additional rate comparison information of other competitive local exchange carriers in the State of Arizona. Staff has reviewed the proposed rates and believes they are comparable to the rates charged by competitive local carriers and local incumbent carriers operating in the State of Arizona. Therefore, while Staff considered the fair value rate base information submitted by the Applicant, the fair value rate base information provided should not be given substantial weight in this analysis.

5. LOCAL EXCHANGE CARRIER SPECIFIC ISSUES

Issues related to the provision of Local Exchange service are discussed below.

5.1 Number Portability

The Commission has adopted rules to address number portability in a competitive telecommunications services market. Local exchange competition may not be vigorous if customers, especially business customers, must change their telephone numbers to take advantage of a competitive local exchange carrier's service offerings. Consistent with federal laws, federal rules and A.A.C. R14-2-1308(A), the Applicant shall make number portability available to facilitate the ability of a customer to switch between authorized local carriers within a given wire center without changing their telephone number and without impairment to quality, functionality, reliability or convenience of use.

5.2 Provision of Basic Telephone Service and Universal Service

The Commission has adopted rules to address universal telephone service in Arizona. A.A.C. R14-2-1204(A) indicates that all telecommunications service providers that interconnect into the public switched network shall provide funding for the Arizona Universal Service Fund ("AUSF"). The Applicant will make the necessary monthly payments required by A.A.C. R14-2-1204(B).

5.3 Quality of Service

Staff believes that the Applicant should be ordered to abide by the quality of service standards that were approved by the Commission for Qwest (f/k/a USWC) in Docket No. T-01051B-93-0183 (Decision No. 59421). Because the penalties developed in that docket were initiated because Qwest's level of service was not satisfactory and the Applicant does not have a similar history of service quality problems, Staff does not recommend that those penalties apply to the Applicant. In the competitive market that the Applicant wishes to enter, the Applicant generally will have no market power and will be forced to provide a satisfactory level of service or risk losing its customers. Therefore, Staff believes that it is unnecessary to subject the Applicant to those penalties at this time.

5.4 Access to Alternative Local Exchange Service Providers

Staff expects that there will be new entrant providers of local exchange service who will install the plant necessary to provide telephone service to, for example, a residential subdivision or an industrial park much like existing local exchange companies do today. There may be areas where the Applicant installs the only local exchange service facilities. In the interest of providing competitive alternatives to the Applicant's local exchange service customers, Staff recommends that the Applicant be prohibited from barring access to alternative local exchange service providers who wish to serve such areas. This way, an alternative local exchange service provider may serve a customer if the customer so desires. Access to other providers should be provided pursuant to the provisions of the 1996 Telecommunications Act, the rules promulgated there under and Commission rules on interconnection and unbundling.

5.5 911 Service

The Commission has adopted rules to address 911 and E911 services in a competitive telecommunications services market. The Applicant has certified that in accordance with A.A.C. R14-2-1201(6)(d) and Federal Communications Commission 47 CFR Sections 64.3001 and 64.3002, it will provide all customers with 911 and E911 service, where available, or will coordinate with ILECs and emergency service providers to provide 911 and E911 service.

5.6 Custom Local Area Signaling Services

Consistent with past Commission decisions, the Applicant may offer Caller ID provided that per call and line blocking, with the capability to toggle between blocking and unblocking the transmission of the telephone number, are provided as options to which customers could subscribe with no charge. Also, Last Call Return service that will not return calls to telephone numbers that have the privacy indicator activated, indicating that the number has been blocked, must be offered.

6. REVIEW OF COMPLAINT INFORMATION

The Applicant indicated it has not had an Application for service denied nor authority to provide service revoked in any state. Staff did not find any instances of denied applications or revocation of authority to provide service. The Applicant indicated that none of its officers, directors or partners have been or are currently involved any formal or informal complaint proceedings pending before any state or federal regulatory commission, administrative agency or law enforcement agency. Staff has found no instances of any formal or informal complaint proceedings involving the Applicant or any of its officers, directors or managers. The Applicant also indicated that none of its officers, directors or partners have been in or are currently involved in any civil or criminal investigations, or had judgments levied by any administrative or regulatory agency, or been convicted of any criminal acts in the past ten (10) years. Staff has found no instances of any civil or criminal investigations, judgments levied by any administrative or regulatory agency, or criminal convictions within the last ten (10) years involving the Applicant or any of its officers, directors or managers.

Staff contacted five (5) state commissions² in the jurisdictions where the Applicant is currently authorized to provide service to verify certification to provide service and to inquire about complaints. All five states advised that the Applicant was indeed authorized to provide service in their jurisdiction and that no complaints had been received about the Applicant. The Corporations Division has indicated that Entelegent Solutions, Inc. is in good standing. The Consumer Services Division reports no complaints have been filed in Arizona from January 1, 2006 to March 25, 2009. A search of the Federal Communications Commission's website found that there have been no formal or informal complaint proceedings involving the Applicant.

7. COMPETITIVE SERVICES ANALYSIS

The Applicant has petitioned the Commission for a determination that the services it is seeking to provide should be classified as competitive.

7.1 Competitive Services Analysis for Local Exchange Services

7.1.1 A description of the general economic conditions that exist which make the relevant market for the service one that is competitive.

The local exchange market that the Applicant seeks to enter is one in which a number of new CLECs have been authorized to provide local exchange service. Nevertheless, ILECs hold a virtual monopoly in the local exchange service market. At locations where ILECs provide local exchange service, the Applicant will be entering the market as an alternative provider of local exchange service and, as such, the Applicant will have to compete with those companies in order to obtain customers. In areas where ILECs do not serve customers, the Applicant may have to convince developers to allow it to provide service to their developments.

7.1.2 The number of alternative providers of the service.

Qwest and various independent LECs are the primary providers of local exchange service in the State. Several CLECs and local exchange resellers are also providing local exchange service.

7.1.3 The estimated market share held by each alternative provider of the service.

Since Qwest and the independent LECs are the primary providers of local exchange service in the State, they have a large share of the market. Since the CLECs and local exchange resellers have only recently been authorized to offer service, they have limited market share.

² California, Michigan, North Carolina, Texas, and Virginia.

7.1.4 The names and addresses of any alternative providers of the service that are also affiliates of the telecommunications Applicant, as defined in A.A.C. R14-2-801.

None.

7.1.5 The ability of alternative providers to make functionally equivalent or substitute services readily available at competitive rates, terms and conditions.

ILECs have the ability to offer the same services that the Applicant has requested in their respective service territories. Similarly many of the CLECs and local exchange resellers also offer substantially similar services.

7.1.6 Other indicators of market power, which may include growth and shifts in market share, ease of entry and exit, and any affiliation between and among alternative providers of the service(s).

The local exchange service market is:

- a. One in which ILECs own networks that reach nearly every residence and business in their service territories and which provide them with a virtual monopoly over local exchange service. New entrants are also beginning to enter this market.
- b. One in which new entrants will be dependent upon ILECs:
 1. To terminate traffic to customers.
 2. To provide essential local exchange service elements until the entrant's own network has been built.
 3. For interconnection.
- c. One in which ILECs have had an existing relationship with their customers that the new entrants will have to overcome if they want to compete in the market and one in which new entrants do not have a long history with any customers.
- d. One in which most customers have few, if any choices since there is generally only one provider of local exchange service in each service territory.
- e. One in which the Applicant will not have the capability to adversely affect prices or restrict output to the detriment of telephone service subscribers.

7.2 Competitive Services Analysis for Interexchange Services

7.2.1 A description of the general economic conditions that exist which makes the relevant market for the service one that is competitive.

The interexchange market that the Applicant seeks to enter is one in which numerous facilities-based and resold interexchange carriers have been authorized to provide service throughout the State. The Applicant will be a new entrant in this market and, as such, will have to compete with those companies in order to obtain customers.

7.2.2 The number of alternative providers of the service.

There are a large number of facilities-based and resold interexchange carriers providing both interLATA and intraLATA interexchange service throughout the State. In addition, various ILECs provide intraLATA interexchange service in many areas of the State.

7.2.3 The estimated market share held by each alternative provider of the service.

The large facilities-based interexchange carriers (AT&T, Sprint, MCI WorldCom, etc.) hold a majority of the interLATA interexchange market, and the ILECs provide a large portion of the intraLATA interexchange market. Numerous other interexchange carriers have a smaller part of the market and one in which new entrants do not have a long history with any customers.

7.2.4 The names and addresses of any alternative providers of the service that are also affiliates of the telecommunications Applicant, as defined in A.A.C. R14-2-801.

None.

7.2.5 The ability of alternative providers to make functionally equivalent or substitute services readily available at competitive rates, terms and conditions.

Both facilities-based and resold interexchange carriers have the ability to offer the same services that the Applicant has requested in their respective service territories. Similarly many of the ILECs offer similar intraLATA toll services.

7.2.6 Other indicators of market power, which may include growth and shifts in market share, ease of entry and exit, and any affiliation between and among alternative providers of the service(s).

The interexchange service market is:

- a. One with numerous competitors and limited barriers to entry.
- b. One in which established interexchange carriers have had an existing relationship with their customers that the new entrants will have to overcome if they want to compete in the market.
- c. One in which the Applicant will not have the capability to adversely affect prices or restrict output to the detriment of telephone service subscribers.

8. RECOMMENDATIONS

The following sections contain Staff recommendations on the Application for a CC&N and the Applicant's petition for a Commission determination that its proposed services should be classified as competitive.

8.1 Recommendations on the Application for a CC&N

Staff recommends that Applicant's Application for a CC&N to provide intrastate telecommunications services, as listed in this Report, be granted. In addition, Staff further recommends:

1. That the Applicant complies with all Commission Rules, Orders and other requirements relevant to the provision of intrastate telecommunications services;
2. That the Applicant complies with federal laws, federal rules and A.A.C. R14-2-1308(A), to make number portability available;
3. That the Applicant abides by the quality of service standards that were approved by the Commission for Qwest in Docket No. T-01051B-93-0183;
4. That the Applicant be prohibited from barring access to alternative local exchange service providers who wish to serve areas where the Applicant is the only provider of local exchange service facilities;
5. That the Applicant provide all customers with 911 and E911 service, where available, or will coordinate with ILECs and emergency service providers to provide 911 and E911 service in accordance with A.A.C. R14-2-1201(6)(d) and Federal Communications Commission 47 CFR Sections 64.3001 and 64.3002;

6. That the Applicant be required to notify the Commission immediately upon changes to the Applicant's name, address or telephone number;
7. That the Applicant cooperates with Commission investigations including, but not limited to customer complaints;
8. The rates proposed by this filing are for competitive services. In general, rates for competitive services are not set according to rate of return regulation. Staff obtained information from the Company and has determined that its fair value rate base is zero. Staff has reviewed the rates to be charged by the Applicant and believes they are just and reasonable as they are comparable to other competitive local carriers, local incumbent carriers and major long distance companies offering service in Arizona and comparable to the rates the Applicant charges in other jurisdictions. The rate to be ultimately charged by the Company will be heavily influenced by the market. Therefore, while Staff considered the fair value rate base information submitted by the Company, the fair value information provided was not given substantial weight in this analysis;
9. In the event the Applicant requests to discontinue and/or abandon its service area, it must provide notice to both the Commission and its customers. Such notice(s) shall be in accordance with A.A.C. R14-2-1107;
10. That the Applicant offer Caller ID with the capability to toggle between blocking and unblocking the transmission of the telephone number at no charge;
11. That the Applicant offer Last Call Return service that will not return calls to telephone numbers that have the privacy indicator activated;
12. Staff recommends that the Commission authorize the Applicant to discount its rates and service charges to the marginal cost of providing the services.

Staff further recommends that the Applicant be ordered to comply with the following. If it does not do so, the Applicant's CC&N shall be null and void after due process.

1. The Applicant shall docket conforming tariff pages for each service within its CC&N within 365 days from the date of an Order in this matter or 30 days prior to providing service, whichever comes first. The tariffs submitted shall coincide with the Application.
2. The minimum bond or ISDLC of \$100,000 should be increased if at any time it would be insufficient to cover advances, deposits, and/or prepayments collected for Applicant's customers. The bond or ISDLC should be increased in increments of \$50,000. This increase should occur when the total amount of advances, deposits, and/or prepayments is within \$10,000 of the total \$100,000 bond or

ISDLC amount.

3. The performance bond or ISDLC must remain in effect until further order of the Commission. The Commission may draw on the performance bond or ISDLC on behalf of and for the sole benefit of the Company's customers, if the Commission finds, in its discretion, that the Company is in default of its obligations arising from its Certificate. The Commission may use the performance bond or ISDLC funds, as appropriate, to protect the Company's customers and the public interest and take any and all actions the Commission deems necessary, in its discretion, including, but not limited to returning prepayments or deposits collected from the Company's customers.
4. The Company shall notify the Commission as a compliance filing when the first customer is served.
5. If at some time in the future the Applicant does not collect advance, deposits and/or prepayments from its local exchange or switched access customers, Staff recommends that the Applicant be allowed to file a request for cancellation of its established performance bond or ISDLC regarding its resold long distance, facilities-based local exchange and switched access telecommunications services. Staff recommends the Commission require that such a request reference the Decision in this docket and explain the Applicant's plans for canceling those portions of the performance bond or ISDLC.
6. If the Applicant wants to collect advances, deposits and/or prepayments from its resold long distance customers in the future, Staff recommends that the Applicant be required to file an application with the Commission for approval. Such application must reference the decision in this docket.
7. The Applicant shall abide by the Commission adopted rules that address Universal Service in Arizona. A.A.C. R14-2-1204(A) indicates that all telecommunications service providers that interconnect into the public switched network shall provide funding for the Arizona Universal Service Fund ("AUSF"). The Applicant will make the necessary monthly payments required by A.A.C. R14-2-1204(B).

8.2 RECOMMENDATION ON THE APPLICANT'S PETITION TO HAVE ITS PROPOSED SERVICES CLASSIFIED AS COMPETITIVE

Staff believes that the Applicant's proposed services should be classified as competitive. There are alternatives to the Applicant's services. The Applicant will have to convince customers to purchase its services, and the Applicant has no ability to adversely affect the local exchange or interexchange service markets. Therefore, the Applicant currently has no market power in the local exchange, interexchange service or switched access markets where alternative

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providers of telecommunications services exist. Staff therefore recommends that the Applicant's proposed services be classified as competitive.