NEW APPLICATION

0000114633

ORIGINAL

RECEIVED

2010 JUL 30 P 4: 53

ARIZONA CORPORATION COMMISSION
DOCKET CONTROL

July 28, 2009
Via Overnight Delivery

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

T-20584A-10-0319

RE: Leap Frog Telecom LLC d/b/a Voce Telecom - 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 Leap Frog Telecom LLC d/b/a Voce Telecom.

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) 740-3031 or via e-mail at sthomas@tminc.com.

Thank you for your assistance in this matter.

Sincerely,

Sharon Thomas
Consultant to Leap Frog Telecom LLC
d/b/a Voce Telecom

Arizona Corporation Commission
DOCKETED
JUL 30 2010
DOCKETED BY MR

Enclosures
ST/im.

cc: Rosa Torraca, LeapFrog
file: LeapFrog – AZ Local
tms: AZL1000

2600 Maitland Center Parkway, Suite 300 - Maitland, FL 32751
P.O. Drawer 200 - Winter Park, FL 32790-0200 - Telephone: (407) 740 - 8575 - Facsimile: (407) 740 - 0613
www.tminc.com

ARIZONA CORPORATION COMMISSION

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

Mail original plus 13 copies of completed application to:

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

For Docket Control Only:
(Please Stamp Here)

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

Type of Service: _____

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

Type of Service: _____

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

A. COMPANY AND TELECOMMUNICATION SERVICE INFORMATION

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

- [x] Resold Long Distance Telecommunications Services (Answer Sections A, B).
- [x] 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 Access Services (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:

Leap Frog Telecom L.L.C. d/b/a Voce Telecom
8426 E. Shea Boulevard
Scottsdale, AZ 85260
Telephone: (480) 344-1340
Facsimile: (480) 344-1341
Email Address: regulatory@vocetelecom.com
Website Address: www.VoceTelecom.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): **Voce Telecom**

(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:

Dimitris Pantzartzis
Leap Frog Telecom L.L.C. d/b/a Voce Telecom
8426 E. Shea Boulevard
Scottsdale, AZ 85260
Telephone: (480) 344-1340
Facsimile: (480) 344-1341
Email Address: regulatory@vocetelecom.com
Website Address: www.vocetelecom.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:

Sharon Thomas, Consultant to Leap Frog Telecom, L.L.C.
2600 Maitland Center Parkway, Suite 300
Maitland, Florida 32751
Telephone: (407) 740-3031
Facsimile: (407) 740-0613
Email: sthomas@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:

Dimitris Pantzartzis
Leap Frog Telecom L.L.C. d/b/a Voce Telecom
8426 E. Shea Boulevard
Scottsdale, AZ 85260
Telephone: (480) 344-1340
Facsimile: (480) 344-1341
Email Address: regulatory@vocetelecom.com
Website Address: www.vocetelecom.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: _X_ Arizona, ____ Foreign
- ☐ Corporation: ____ "S", ____ "C", ____ Non-profit
- ☐ Other, specify: _____

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

Attachment "A" must include the following information:

1. A copy of the Applicant's Certificate of Good Standing as a domestic or foreign corporation, LLC, or other entity in 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 a listing 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).

   See Section 4, page 2 of the Company's Arizona Tariff No 1 for long distance rates.

   See Section 10, pages 1-3 of the Company's Arizona Tariff No. 2 for local rates.

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

   See Section 3, pages 3-4 of the Company's Arizona Tariff No 1 for long distance rates.

   See Section 4, pages 1-2 and 6-7; Section 5, page 4; and Section 6, pages 3-5, 7-8 and 12 of the Company's Arizona Tariff No. 2 for local rates.

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

   See Section 2 of the Company's Arizona Tariff No 1 for general rules and regulations applicable to long distance services and Section 3 for terms and conditions related to specific services.

   See Section 2 of the Company's Arizona Tariff No 2 for general rules and regulations applicable to local services and Sections 3, 5 and 6 for terms and conditions related to specific services.

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

   See Section 2, page 4 of Arizona Tariff No. 1 for long distance services.

   See Section 2, pages 24-25 of Arizona Tariff No. 2 for local services.

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

   See Section 4, page 2 of Arizona Tariff No. 1 for long distance services.

   See Section 10, page 3 of Arizona Tariff No. 2 for local services.

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

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

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

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

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

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

Neither the Applicant nor any of its officers, directors, partners or managers has been or are currently involved in any formal or informal complaint proceedings pending before any state or federal regulatory commission, administrative agency, or law enforcement agency.

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

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

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

Neither the Applicant nor any of its officers, directors partners or managers 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 within the last ten (10) years.

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

☒ Yes ☐ No

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

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

☒ Yes ☐ No

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

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

☒ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

If any box is (A-14) is marked "No", continue to question (A-15).

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

(A-15) If any box in (A-14) is marked "No", provide the following information. Clarify and explain the Applicant's deposit policy (reference by tariff page number). Provide a detailed explanation of why the Applicant's superior financial position limits any risk to Arizona consumers.

The Applicant will not collect advances, prepayments or deposits for long distance services.

(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.

The Applicant will submit an Affidavit of Publication under separate cover prior to issuance of Staff's report.

(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.

The Applicant has not applied in any other states.

(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 F 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.

None.

(A-21) Check here if you wish to adopt as your petition a statement that the service has already been classified as competitive by Commission Decision:

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

B. FINANCIAL INFORMATION

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

☒ Yes ☐ No

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

(B-2) Include "Attachment D".

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

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

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

See Attachment D.

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

Applicant has sufficient financial resources through its Parent Company Tri Star Fund LLP.

(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.

Not Applicable.

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**

Not Applicable.

(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 **Not Applicable.**
(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 **Not Applicable.**

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.

(Signature of Authorized Representative)

7/26/2010
(Date)

Dimitris Pantzarzis
(Print Name of Authorized Representative)

President
(Title)

Sworn and subscribed before me this 26 day of July 2010

Signature of official administering oath

My Commission expires

BRIEN H. BUTLER
Notary Public, State of Arizona
Maricopa County
My Commission Expires
November 30, 2013

LEAP FROG TELECOM L.L.C. d/b/a VOCE TELECOM

ATTACHMENT A

Certificate of Good Standing
Corporate Officers and Directors

LEAP FROG TELECOM L.L.C. d/b/a VOCE TELECOM

The following individuals are officers of Leap Frog Telecom L.L.C. d/b/a Voce Telecom and may be contacted at the Company's headquarters located at 8426 E. Shea Boulevard, Scottsdale, Arizona 85260:

Officers

Joseph M. Rao	Manager
Dimitris Pantzartzis	President

Directors

None

Leap Frog Telecom L.L.C. d/b/a Voce Telecom is 100% owned by Tri Star Fund, L.L.P.

STATE OF ARIZONA

Office of the

CORPORATION COMMISSION

CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Ernest G. Johnson, Executive Director of the Arizona Corporation Commission, do hereby certify that

****LEAP FROG TELECOM L.L.C.****

a domestic limited liability company organized under the laws of the State of Arizona, did organize on the 28th day of August 2003.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 5th Day of March, 2010, A. D.

Executive Director

By: 443710

LEAP FROG TELECOM L.L.C. d/b/a VOCE TELECOM

ATTACHMENT B

TARIFFS

LEAP FROG TELECOM L.L.C. d/b/a VOCE TELECOM

ATTACHMENT B1

Proposed IXC Tariff

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF ARIZONA

LEAP FROG TELECOM L.L.C. D/B/A VOCE TELECOM

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for interexchange telecommunications services provided by Leap Frog Telecom L.L.C. d/b/a Voce Telecom, ("the Company") with principal offices located at 8426 E. Shea Boulevard, Scottsdale, AZ 85260. 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.

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	*	Section 4		
Preface			1	Original	*
1	Original	*	2	Original	*
2	Original	*			
3	Original	*			
4	Original	*			
Section 1					
1	Original	*			
Section 2	Original	*			
1	Original	*			
2	Original	*			
3	Original	*			
4	Original	*			
5	Original	*			
6	Original	*			
7	Original	*			
8	Original	*			
9	Original	*			
10	Original	*			
11	Original	*			
12	Original	*			
Section 3					
1	Original	*			
2	Original	*			
3	Original	*			
4	Original	*			

* - indicates those pages included with this filing

TABLE OF CONTENTS

COVER PAGE	Title
CHECK SHEET	Preface - 1
TABLE OF CONTENTS	Preface - 2
EXPLANATION OF SYMBOLS	Preface - 3
TARIFF FORMAT	Preface - 4
TECHNICAL TERMS AND ABBREVIATIONS	Section 1
RULES AND REGULATIONS	Section 2
DESCRIPTION OF SERVICES AND MAXIMUM RATES	Section 3
CURRENT RATES	Section 4

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.

TARIFF FORMAT

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

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

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

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

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

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to a Leap Frog Telecom L.L.C. d/b/a Voce Telecom 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.

Commission – Refers to Arizona Corporation Commission.

Company or Carrier - Leap Frog Telecom L.L.C. d/b/a Voce Telecom unless otherwise clearly indicated by the context.

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.

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.

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.

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.

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.

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

2.5 Deposits

The Company does not require a deposit from a new Customer for residential service if the Customer is able to meet any of the following requirements:

A. The Customer has had continuous telephone service of a comparable nature with Company at another service location within the past two (2) years and was not delinquent in payment more than once during the last twelve (12) consecutive months or disconnected for non-payment.

B. The Customer can produce a letter regarding credit or verification from another Carrier where service of a comparable nature was last received which states:

1. The Customer had a timely payment history at time of service discontinuation;

2. Applicant has not outstanding liability from prior service.

C. In lieu of a deposit, a new applicant may provide a Letter of Guarantee from an existing Customer with service who is acceptable to the Company or a surety bond as a security for the Company.

The Company may require a residential Customer to establish a deposit if the Customer becomes delinquent in the payment of two or more bills within a twelve (2) consecutive month period or has been disconnected for service during the last twelve (12) months.

The Company may review the Customer's usage after service has been disconnected and adjust the deposit amount based upon the Customer's actual usage.

The amount of a deposit required by the Company shall be determined according to the following terms.

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

2.5 Deposits, (Cont'd.)

The residential Customer's deposit shall not exceed two (2) times that Customer's estimated average monthly bill or the average monthly bill for the Customer's class for that Customer whichever is greater.

The business Customer deposits shall not exceed two and a half (2½) times that Customer's estimated maximum monthly bill.

Interest on deposits is calculated according to the interest rate and method of calculation in accordance with Arizona law.

The Company will refund the deposit to the Customer with accrued interest after twelve (12) months of service if the Customer has not been delinquent in the payment of the bills during this twelve (12) month period.

2.6 Advance Payments

The Company does not require advance payments.

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.

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	$1.00

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.

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.

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 21 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.

2.11 Return Check Charge

The Company reserves the right to assess a maximum charge of $35.00, 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.

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

2.12 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.

2.13 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.

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

2.14 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.

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

2.15 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.

2.16 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.

2.17 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.

2.18 Reservation of Toll Free Numbers

The Company will make every effort to reserve Toll Free numbers (e.g., 800, 888, 877, etc.) vanity numbers for customers, but makes no guarantee or warranty that the requested number(s) will be available.

2.19 Portability of Toll Free Numbers

The Company will participate in porting Toll Free numbers (e.g., 800, 888, 877, etc.) only if the account balance is zero and all charges incurred as a result of the Toll Free number have been paid.

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

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
Leap Frog Telecom L.L.C. d/b/a Voce Telecom
8426 E. Shea Boulevard
Scottsdale, AZ 85260
(800) 284-1310

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
(800) 222-7000

SECTION 3 - DESCRIPTION OF SERVICES AND MAXIMUM 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.

SECTION 3 - DESCRIPTION OF SERVICES AND MAXIMUM 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:

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

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

3.3 Direct Dial (1+ Dialing) Service

Direct Dial Service permits the Customer to make interexchange long distance calls by dialing 1+ followed by ten digits. Calls are made without the assistance of an operator and are billed to the calling number. Usage is billed in one (1) minute increments with a one (1) minute minimum period. A monthly recurring service charge applies per presubscribed telephone number.

	Maximum
Per Minute Usage Rate All Times of Day	$0.15
Monthly Charge per Presubscribed Number	$10.00

3.4 Travel Card Service

The Company offers a proprietary calling card which enables the Customer to use the Company's service by dialing a Company-provided access number. Calls are billed in one minute increments after an initial billing increment of one minute. Fractional cents will be rounded up to the next higher penny.

	Maximum
Per Minute Usage Rate All Times of Day	$0.40

3.5 Toll-Free Service

Toll-Free service allows the Customer to receive interexchange calls that are billed to the Customer rather than to the party originating the call. Service is initiated when the caller dials a toll free number (e.g., 800/888/877) assigned specifically to the Customer. The call is routed by the network to the designated Customer-provided local switched access line.

	Maximum
Per Minute Usage Rate All Times of Day	$0.15
Monthly Charge Per Toll-Free Number	$15.00

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

3.6 Directory Assistance Service

Access to long distance Directory Assistance is obtained by dialing 1+555-1212 for listings within the originating area code or 1+(area code)+555-1212 for other long distance listings. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. When more than one number is requested in a single call, a charge will apply for each number requested. A 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	$3.00

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.

SECTION 4 – CURRENT RATES, (CONT'D.)

4.4 Direct Dial (1+ Dialing) Service

Per Minute Usage Rate All Times of Day	$0.049
Monthly Charge per Presubscribed Number	$4.95

4.5 Travel Card Service

Per Minute Usage Rate All Times of Day	$0.019

4.6 Toll-Free Service

Per Minute Usage Rate All Times of Day	$0.039
Monthly Charge Per Toll-Free Number	$10.00

4.7 Directory Assistance Service

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

	Per Call:
Long Distance Directory Assistance	$2.00

4.8 Returned Check Charge

Per Returned Check	$35.00

4.9 Pay Telephone Surcharge

Per Call	$0.75

LEAP FROG TELECOM L.L.C. d/b/a VOCE TELECOM

ATTACHMENT B2

Proposed Local Exchange Tariff

Arizona

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

OF

Leap Frog Telecom L.L.C. d/b/a Voce Telecom

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by Leap Frog Telecom L.L.C. d/b/a Voce Telecom, with principal offices at 8426 E. Shea Boulevard, Scottsdale, AZ 85260, 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.

TABLE OF CONTENTS

Title Page	Title
Preface	
Table of Contents	1
Check Sheet	2
Explanation of Symbols	4
Application of Tariff	5
Service Area Map	5
Tariff Format	6
Definitions	Section 1
Rules and Regulations	Section 2
Service Areas	Section 3
Service Charge and Surcharge Descriptions and Maximum Rates	Section 4
Local Exchange Service Descriptions and Maximum Rates	Section 5
Supplemental Service Descriptions and Maximum Rates	Section 6
Contract Pricing	Section 7
Special Arrangements	Section 8
Promotions	Section 9
Current Rates	Section 10

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	
	Title	Original	*	2	15	Original	*
Preface	1	Original	*	2	16	Original	*
Preface	2	Original	*	2	17	Original	*
Preface	3	Original	*	2	18	Original	*
Preface	4	Original	*	2	19	Original	*
Preface	5	Original	*	2	20	Original	*
Preface	6	Original	*	2	21	Original	*
1	1	Original	*	2	22	Original	*
1	2	Original	*	2	23	Original	*
1	3	Original	*	2	24	Original	*
1	4	Original	*	2	25	Original	*
1	5	Original	*	2	26	Original	*
2	1	Original	*	2	27	Original	*
2	2	Original	*	2	28	Original	*
2	3	Original	*	2	29	Original	*
2	4	Original	*	2	30	Original	*
2	5	Original	*	2	31	Original	*
2	6	Original	*	2	32	Original	*
2	7	Original	*	2	33	Original	*
2	8	Original	*	2	34	Original	*
2	9	Original	*	2	35	Original	*
2	10	Original	*	2	36	Original	*
2	11	Original	*				
2	12	Original	*				
2	13	Original	*				
2	14	Original	*				

* - indicates those pages included with this 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	*				
5	1	Original	*				
5	2	Original	*				
5	3	Original	*				
5	4	Original	*				
6	1	Original	*				
6	2	Original	*				
6	3	Original	*				
6	4	Original	*				
6	5	Original	*				
6	6	Original	*				
6	7	Original	*				
6	8	Original	*				
6	9	Original	*				
6	10	Original	*				
6	11	Original	*				
6	12	Original	*				

* - indicates those pages included with this filing

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.

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 Leap Frog Telecom L.L.C. d/b/a Voce Telecom, hereinafter referred to as the Company, to Customers within the state of Arizona. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the Arizona Corporation Commission. In addition, this tariff is available for review at the main office of Leap Frog Telecom L.L.C. d/b/a Voce Telecom, at 8426 E. Shea Boulevard, Scottsdale, AZ 85260.

SERVICE AREA MAP

Leap Frog Telecom L.L.C. d/b/a Voce Telecom will provide local exchange service in areas currently served by the Incumbent Local Exchange Carrier ("ILEC") and intrastate toll service throughout the State of Arizona. Local calling areas are as defined in Section 3 of this 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.

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 - Leap Frog Telecom L.L.C. d/b/a Voce Telecom, 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.

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.

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.

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.

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."

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.

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.

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.

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.

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 Company will not be liable 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.

B. 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.

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;

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.

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.

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.

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.

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.

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.

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.

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.

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;

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

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

2.3.1 General, (Cont'd.)

E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining 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.

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.

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.

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 is "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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.

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.

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 twenty-one (21) 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 twenty-one (21) 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.

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.

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. Claims should be submitted to:

Customer Service Department
Voce Telecom
8426 E. Shea Boulevard
Scottsdale, AZ 85260
888-862-3835

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.

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.

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

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Deposits

The Company does not require a deposit from a new Customer for residential service if the Customer is able to meet any of the following requirements:

A. The Customer has had continuous telephone service of a comparable nature with Company at another service location within the past two (2) years and was not delinquent in payment more than once during the last twelve (12) consecutive months or disconnected for non-payment.

B. The Customer can produce a letter regarding credit or verification from another Carrier where service of a comparable nature was last received which states:

1. The Customer had a timely payment history at time of service discontinuation;

2. Applicant has not outstanding liability from prior service.

C. In lieu of a deposit, a new applicant may provide a Letter of Guarantee from an existing Customer with service who is acceptable to the Company or a surety bond as a security for the Company.

The Company may require a residential Customer to establish a deposit if the Customer becomes delinquent in the payment of two or more bills within a twelve (2) consecutive month period or has been disconnected for service during the last twelve (12) months.

The Company may review the Customer's usage after service has been disconnected and adjust the deposit amount based upon the Customer's actual usage.

The amount of a deposit required by the Company shall be determined according to the following terms.

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

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Deposits, (Cont'd.)

The residential Customer's deposit shall not exceed two (2) times that Customer's estimated average monthly bill or the average monthly bill for the Customer's class for that Customer whichever is greater.

The business Customer deposits shall not exceed two and a half (2½) times that Customer's estimated maximum monthly bill.

Interest on deposits is calculated according to the interest rate and method of calculation in accordance with Arizona law.

The Company will refund the deposit to the Customer with accrued interest after twelve (12) months of service if the Customer has not been delinquent in the payment of the bills during this twelve (12) month period.

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

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.

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.

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, the Company 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 the Company'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.

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 the Company 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 the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company 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, 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.

2.6.11 For Customer's breach of contract for service between the Company and the Customer.

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

2.7 Use of Customer's Service by Others

2.7.1 Joint Use Arrangements

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

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

2.8 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption, 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.

2.8.1 Termination Liability

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

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

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

C. all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term.

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

2.9 Transfers and Assignments

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

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

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

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

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

2.10 Customer Liability for Unauthorized Use of the Network

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

2.10.1 Customer Liability for Fraud and Unauthorized Use of the Network

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

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

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as 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.

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

2.11 Notices and Communications

2.11.1 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.

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

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

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

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

2.12 Taxes, Fees and Surcharges

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

2.12.1 Arizona Universal Service Fund (AUSF)

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

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

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

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

2.13 Miscellaneous Provisions

2.13.1 Telephone Number Changes

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

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

2.13.2 Maintenance and Operations Records

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

SECTION 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 Qwest Communications.

SECTION 4 - SERVICE CHARGE AND SURCHARGE DESCRIPTIONS AND MAXIMUM RATES

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

SECTION 4 - SERVICE CHARGE AND SURCHARGE DESCRIPTIONS AND MAXIMUM RATES, (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
Installation Charge – 1st Hour	$240.00
Repair Charge – 1st 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
Per occasion, per line:	$80.00

SECTION 4 - SERVICE CHARGE AND SURCHARGE DESCRIPTIONS AND MAXIMUM RATES, (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.

SECTION 4 - SERVICE CHARGE AND SURCHARGE DESCRIPTIONS AND MAXIMUM RATES, (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.

SECTION 4 - SERVICE CHARGE AND SURCHARGE DESCRIPTIONS AND MAXIMUM RATES, (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.

SECTION 4 - SERVICE CHARGE AND SURCHARGE DESCRIPTIONS AND MAXIMUM RATES, (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

SECTION 5 - LOCAL EXCHANGE SERVICE DESCRIPTION AND MAXIMUM RATES

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.

SECTION 5 - LOCAL EXCHANGE SERVICE DESCRIPTION AND MAXIMUM RATES, (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.

SECTION 5 - LOCAL EXCHANGE SERVICE DESCRIPTION AND MAXIMUM RATES, (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.

SECTION 5 - LOCAL EXCHANGE SERVICE DESCRIPTION AND MAXIMUM RATES, (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	
	Residential	**Business**
Monthly Rate, per line:	$80.00	$120.00

SECTION 6 - SUPPLEMENTAL SERVICES AND MAXIMUM RATES

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 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.

SECTION 6 - SUPPLEMENTAL SERVICES AND MAXIMUM RATES, (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.

SECTION 6 - SUPPLEMENTAL SERVICES AND MAXIMUM RATES, (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
Anonymous Call Rejection	$10.00
Auto Call Back (*69)	$10.00
Auto Redial	$10.00
Call Forwarding - Busy Line	$10.00
Call Waiting/ Call Waiting with Caller ID	$12.00
Caller ID Name and Number	$17.00
Distinctive Ringing	$13.00
Priority Call	$6.00
Speed Calling 8	$6.00
Speed Calling 30	$8.00
Three Way Calling	$10.00

SECTION 6 - SUPPLEMENTAL SERVICES AND MAXIMUM RATES, (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

SECTION 6 - SUPPLEMENTAL SERVICES AND MAXIMUM RATES, (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.

	Maximum
Local Directory Assistance Per Call Charge	$2.00

SECTION 6 - SUPPLEMENTAL SERVICES AND MAXIMUM RATES, (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.

SECTION 6 - SUPPLEMENTAL SERVICES AND MAXIMUM RATES, (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

SECTION 6 - SUPPLEMENTAL SERVICES AND MAXIMUM RATES, (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

SECTION 6 - SUPPLEMENTAL SERVICES AND MAXIMUM RATES, (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.

SECTION 6 - SUPPLEMENTAL SERVICES AND MAXIMUM RATES, (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.

SECTION 6 - SUPPLEMENTAL SERVICES AND MAXIMUM RATES, (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.

SECTION 6 - SUPPLEMENTAL SERVICES AND MAXIMUM RATES, (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
Additional Listings	$3.00
Nonlisted Service	$4.00
Nonpublished Service	$9.00

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.

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.

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.

SECTION 10 - CURRENT RATES

10.1 Service Order Charges

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

10.2 Premises Visit Charge

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

10.3 Restoral Charge

Per occasion, per line:	$40.00

10.4 Carrier Presubscription

Per business or residence line, trunk, or port	
Initial Line, or Trunk or Port	$10.00
Additional Line, Trunk or Port	$5.00

10.5 Public Telephone Surcharge

Rate Per Call:	$0.75

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

10.6 Flat Rate Local Exchange Service

	Business	Residential
Monthly Rate, per line:	$60.00	$40.00

10.7 Optional Calling Features

Feature	Monthly Recurring Charge Business
Anonymous Call Rejection	$6.00
Auto Call Back (*69)	$6.00
Auto Redial	$6.00
Call Forwarding - Busy Line	$6.00
Call Waiting/ Call Waiting with Caller ID	$6.00
Caller ID Name and Number	$9.00
Distinctive Ringing	$7.00
Priority Call	$2.00
Speed Calling 8	$3.00
Speed Calling 30	$4.00
Three Way Calling	$5.00

Feature	Per Use
Busy Redial	$1.00
Return Call	$1.00
Three Way Calling	$1.00
Call Trace	$1.50

10.8 Directory Assistance Services

Local Directory Assistance Per Call Charge	$1.00

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

10.9 Operator Services

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

10.10 Busy Line Verification and Emergency Interrupt Service

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

10.11 Directory Listing Service

	Monthly Rate Business
Additional Listings	$1.50
Nonlisted Service	$2.00
Nonpublished Service	$5.00

10.12 Miscellaneous Charges

Returned Check Charge, per returned check	$35.00

LEAP FROG TELECOM L.L.C. d/b/a VOCE TELECOM

ATTACHMENT C

AFFIDAVIT OF PUBLICATION

The Affidavit of Publication will be provided after a docket number is assigned and notice has been completed.

LEAP FROG TELECOM L.L.C. d/b/a VOCE TELECOM

ATTACHMENT D

Financial Statements

Balance Sheet
As of 12/31/2009

		Voce Telecom
ASSETS		
	Total CURRENT ASSETS:	$ 731,795.05
	Total FIXED ASSETS:	$ 344,187.73
	Total OTHER ASSETS:	$ 50.00
	Total ASSETS:	$ 1,076,032.78
LIABILITIES		
	Total CURRENT LIABILITIES:	$ 686,589.13
	Total LONG TERM LIABILITIES:	$ 115,000.00
	Total LIABILITIES:	$ 801,559.13
EQUITY:		
	Total EQUITY:	$ 274,473.65
	Total LIABILITIES AND EQUITY:	$ 1,076,032.78

Income Statement
For The 12 Periods Ended 12/31/2009

Voce Telecom

		Year to Date	% of Revenue
Total REVENUE:	$	5,830,294.74	100.00%
Total COST OF GOODS SOLD:	$	4,859,698.66	83.52%
GROSS PROFIT:	$	960,596.08	16.48%
Total GENERAL & ADMINISTRATIVE EXP:	$	786,745.29	13.49%
NET INCOME FROM OPERATIONS:	$	173,850.79	2.98%
Total OTHER INCOME & EXPENSES:	$	-130,994.66	-2.25%
EARNINGS BEFORE INCOME TAX:	$	42,856.13	0.74%
Net Income (Loss):	$	42,856.13	0.74%

Balance Sheet
As of 12/31/2008

Voce Telecom

ASSETS			
	Total CURRENT ASSETS:	$	1,407,847.50
	Total FIXED ASSETS:	$	339,438.63
	Total OTHER ASSETS:	$	50.00
	Total ASSETS:	$	1,747,336.13
LIABILITIES			
	Total CURRENT LIABILITIES:	$	1,400,752.93
	Total LONG TERM LIABILITIES:	$	115,000.00
	Total LIABILITIES:	$	1,515,752.93
	Total EQUITY:	$	231,583.20
	Total LIABILITIES & EQUITY:	$	1,747,336.13

Income Statement
For The 12 Periods Ended 12/31/2008

Voce Telecom

		Year to Date	% of Revenue
Total REVENUE:	$	6,545,940.25	100.00%
Total COST OF GOODS SOLD:	$	5,147,911.52	78.64%
GROSS PROFIT:	$	1,398,028.73	21.36%
Total GENERAL & ADMINISTRATIVE EXP:	$	573,056.83	8.75%
NET INCOME FROM OPERATIONS:	$	824,971.90	12.60%
Total OTHER INCOME & EXPENSES:	$	-289,388.70	-4.42%
EARNINGS BEFORE INCOME TAX:	$	535,583.20	8.18%
Net Income (Loss):	$	535,583.20	8.18%

Run Date: 9/10/2009 1:06:39 PM
G/L Date: 9/10/2009

User Logon: PMS

LEAP FROG TELECOM L.L.C. d/b/a VOCE TELECOM

ATTACHMENT E

Financial Projections

1. Projected total revenue for the first 12 months: $8,023,000

2. Operating expenses during the first 12 months: $6,722,000

3. Net book value of Arizona jurisdictional assets used to provide service in Arizona: $0.

4. See response to Item 3.

5. Not Applicable.

LEAP FROG TELECOM L.L.C. d/b/a VOCE TELECOM

ATTACHMENT F

Key Personnel

Dimitirs Pantzartzis, President and Chief Executive Officer

Dimitris Pantzartzis is the President and CEO of Voce. He is the architect and designer of the current switching, routing, billing, and network facilities, oversees carrier pricing and relations, and all technical staff and operations. Mr. Pantzartzis background is in ASIC design for digital imaging and wireless network products, and in sonar design for underwater acoustics research and development. His experience spans from small startup groups to global teams and operations management.

He has held technical director and management positions in these areas for more than twelve years before joining Voce. Mr. Pantzartzis holds a Ph.D. in Electrical Engineering from Duke University, Durham, NC

Ben Elkins : Vice President of Sales

Ben has been in the sales/marketing field for over 8 years. Voce telecom is excited to have Ben's expertise and knowledge as it related to telecommunication.

Ben started his journey in the sales and marketing arena in 2001, as an account representative for the Arizona market. While working, Ben has seen his share of success. Soon after joining the company, Ben was promoted to the position of Director of Business Development, in charge of all agent sales and wholesale accounts.

After another successful year in which the company reached record sales, Ben took the position of Vice President of Sales. While in this position, Ben developed new relationships with clients and worked with the leadership team to develop new marketing and sales strategies. Ben has been an instrumental part of sales growth.

Ben Elkins graduated from Arizona State University with a BS in Communications and a minor in Business. He is an avid golfer and loves the outdoors. Ben is originally from Southern California