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0000130780

MILLER ISAR INC.
TRUSTED ADVISORS

4423 POINT FOSDICK DRIVE, NW
SUITE 306
GIG HARBOR, WA 98335
TELEPHONE: 253.851.6700
FACSIMILE: 866.474.3630
WWW.MILLERISAR.COM

ANDREW O. ISAR

Arizona Corporation Commission
DOCKETED
OCT 28 2011
DOCKETED BY

Via Overnight Delivery

October 14, 2011

Docket Control Center
Arizona Corporation Commission
1200 W. Washington Street, Room 108
Phoenix, Arizona 85007-2996

Re: Liberty-Bell Telecom, LLC dba DISH Network Phone & Internet Compliance Tariff Filing, Advice Letter No.2 T-20752A-10-0307

Dear Sir/Madam:

Enclosed for filing with the Arizona Corporation Commission are an original and thirteen (13) copies of Liberty-Bell Telecom, LLC's dba DISH Network Phone & Internet's ("DISH Network") initial Arizona C.C. Tariff No. 2. This tariff sets forth the rates, terms, and conditions of the Company's switched exchange access services in Arizona for interconnecting carriers in the absence of an interconnection agreement with the Company. A November 18, 2011 effective date is requested, more than 30 days following the issue date.

Please acknowledge receipt of this filing by file-stamping and returning the additional copy of this Application and transmittal letter in the self-addressed, postage-paid envelope provided for this purpose. Thank you for your attention to this matter. Questions may be directed to the undersigned.

Sincerely,

MILLER ISAR, INC.

Andrew O. Isar

Regulatory Consultants to
Liberty-Bell Telecom, LLC dba DISH Network Phone & Internet

Enclosure

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2011 OCT 28 P 2: 14
AZ CORP COMMISSION
DOCKET CONTROL

REGULATIONS, DESCRIPTIONS AND RATES

APPLICABLE TO FURNISHING INTRASTATE SWITCHED ACCESS SERVICES

FOR CONNECTION TO INTRASTATE COMMUNICATIONS

FACILITIES WITHIN THE OPERATING TERRITORY OF

Liberty-Bell Telecom, LLC dba DISH Network Phone & Internet
2460 West 26th Avenue
Suite #380-C
Denver, CO 80211

This Tariff contains the descriptions, regulations and rates applicable to the furnishing of intrastate switched exchange access telecommunications services provided by Liberty-Bell Telecom, LLC dba DISH Network Phone & Internet ("Company") in the absence of a separate interconnection agreement between Company and carriers who interconnect with Company's network. This Tariff is on file with the Arizona Corporation Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 2460 West 26th Avenue, Suite #380-C, Denver, CO 80211

Issued: October 17, 2011 Effective: November 18, 2011

Issued By: Vice President - Regulatory
Liberty-Bell Telecom, LLC
2460 West 26th Avenue, Suite #380-C
Denver, CO 80211

CHECK SHEET

The sheets of this Tariff are effective as of the date shown. The original sheets named below contain all changes from the original Tariff and are in effect on the date shown. An asterisk (*) appearing next to the Sheet Version indicates revisions made in a given filing.

Sheet	Revision	Sheet	Revision	Sheet	Revision	Sheet	Revision
1	1 Original	30	Original				
2	Original	31	Original				
3	Original	32	Original				
4	Original	33	Original				
5	Original	34	Original				
6	Original	35	Original				
7	Original	36	Original				
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EXPLANATION OF SYMBOLS

The following symbols shall be used in this Tariff for the purposes indicated below:

(C) Change in the offering

(D) To signify a discontinued regulation.

(I) To signify increased rate.

(M) To signify material relocated from or to another Tariff location.

(N) To signify a new rate or regulation.

(R) To signify a reduced rate.

(T) To signify a change in text only.

DEFINITIONS

Certain terms used generally throughout this Tariff are described below.

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

Access Service: The Company's intrastate switched exchange access services offered pursuant to this Tariff.

Carrier or Common Carrier: See Interexchange Carrier.

Company: Liberty-Bell Telecom, LLC dba DISH Network Phone & Internet.

Common Line: The term "Common Line" denotes a line, trunk, pay telephone line or other facility provided or used to provide services under the local general services tariffs of the Company, terminated on a central office switch.

Commission: The Arizona Corporation Commission.

Customer: Any individual, person, firm, partnership, association, joint-stock company, trust, governmental entity, corporation or other entity which directly or indirectly obtains the services offered under the Tariff. Customer may receive services by directly ordering services, indirectly requesting services through a constructive order or may receive the service under an arrangement that which incorporates, in whole or in part, the Tariff. Customer is responsible for the payment of charges and compliance with the Company's regulations. An Interexchange Carrier is a Customer if the Interexchange Carrier directly or indirectly sends traffic to or receives traffic from a central office code ("NPA-NXX") assigned to the Company. The use of the Company's Access Service constitutes an order for such service and requires compliance with the obligations, rates, and charges in this Tariff, regardless of whether the Customer has affirmatively requested service or executed a service order.

Discontinuance or Suspension of Service: For Incidental Service, the blockage of Customer's traffic terminating on Company's network or traffic originating on Company's network and terminating on Customer's network.

End Office: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's End Office for purposes of this Tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide or its successor.

DEFINITIONS, Continued

End User or User: The term End User means an individual, person, firm, partnership association, joint-stock company, trust, governmental entity, corporation or other entity that uses an intrastate telecommunications service and is not a Carrier. A Carrier, other than a telephone company, shall also be deemed to be an "End User" when such Carrier uses a telecommunications service for its own internal administrative purposes. A person or entity that offers telecommunications services exclusively as a non facilities-based reseller shall be deemed to be an "End User" if all resale transmission offered by such reseller originates on the premises of such reseller.

Exchange Telephone Company: Denotes any individual, partnership, association, joint-stock company, trust, or corporation engaged in providing switched communication within an exchange.

Feature Group D or FGD: Feature Group D is a type of telecommunication trunk used to provide equal access capability from telecommunication carriers and central offices through dialing "1" plus the desired called party's ten digit telephone number. The call is routed through the caller's presubscribed carrier.

Incidental Service: Denotes Intrastate and International Switched Exchange Access Service provided to a Customer under this Tariff that is not provided through a written agreement with Customer and will be held to have been constructively ordered

Individual Case Basis or ICB: A service arrangement in which the regulations rates and charges are developed based on the specific circumstances of the case, unless otherwise prohibited by law or regulation.

Interconnecting Carrier: Any Carrier that directly interconnects to Company's network for purposes of terminating traffic, or receiving originating traffic.

Interexchange Carrier, ("IXC"): The term Interexchange Carrier or IXC denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate, interstate, or foreign communication by wire or radio, between two or more exchanges.

DEFINITIONS, Continued

Intrastate Switched Exchange Access Service or Service: Provides for a switched two-point communications path between a Customer's premises or a collocated interconnection location and an End User's premises for originating and terminating calls.

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.

Network: Refers to the Company's facilities, equipment, whether provided by Company or leased from a third party, and Services provided under this Tariff.

Serving Wire Center: The term Serving Wire Center denotes the wire center from which the Customer designated premises would normally obtain dial tone.

Subscriber Line Charge: The term "Subscriber Line Charge" denotes the charge applicable to the end user common line.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Toll Free: A term to describe an inbound communications service which permits a call to be completed at a location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (e.g., North American Numbering Plan ("NPA") code is 800, or other 8XX, number where X is a number between 0 and 9).

Wire Center: A building in which one or more central offices, used for the provision of Exchange Services, are located.

APPLICATION OF TARIFF

This Tariff applies to Intrastate Switched Exchange Access Service provided to Customers for origination and termination of traffic to and from Arizona Central Office codes directly assigned to Liberty-Bell Telecom, LLC dba DISH Network Phone & Internet in the absence of a separate interconnection agreement between the Company and Customer.

BY INTERCONNECTING TO OR UTILIZING THE EXCHANGE ACCESS SERVICES SET FORTH IN THIS TARIFF, INTERCONNECTING CARRIERS ARE DEEMED TO HAVE CONSTRUCTIVELY ORDERED SERVICE AS CUSTOMERS, AND AGREE TO THE SERVICE RATES, CHARGES, TERMS, AND CONDITIONS AS SET FORTH HEREIN.

Company provides exchange access Services contained in this Tariff under a Multiple Bill-Multiple Tariff method, as set forth in the Alliance for Telecommunications Industry Solutions Inc. Ordering and Billing Forum Multiple Exchange Access Billing document, **ATIS/OBF-MECAB-08,** Issue 8, dated January 2003. This method allows one provider to bill for other providers within the Multiple Bill option when there are more than two companies providing the Service. The number of bills rendered is less than the total number of companies providing the Service. Each provider's Tariff or contract rates are applied and displayed separately for each company's portion of the Service provided.

This Tariff applies only to the extent that facilities are available and Services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications.

REGULATIONS

2.1 UNDERTAKING OF COMPANY

2.1.1 Scope

The Company undertakes to furnish Intrastate Switched Exchange Access Services in accordance with the terms and conditions set forth in this Tariff.

2.1.2 Shortage of Facilities

All Service is subject to the availability of facilities that in the Company's sole discretion are suitable for the Service. The Company reserves the right to limit the length of communications or to discontinue furnishing Services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

2.1.3 Terms and Conditions

A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day, unless otherwise deemed Incidental Service. For the purpose of computing charges in this Tariff, a month is considered to have thirty (30) calendar days.

B. Customers may be required to execute any other documents as may be reasonably requested by the Company.

C. This Tariff shall be interpreted and governed by applicable federal law, state laws, and Commission regulations, as may apply, regardless of choice of laws and regulation provisions.

REGULATIONS, Continued

2.1 UNDERTAKING OF COMPANY, Continued

2.1.4 Limitations on Liability

A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these Services or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7.

B. Except for the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service or any failure in or breakdown of facilities associated with the Service.

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

REGULATIONS, Continued

2.1 UNDERTAKING OF COMPANY, Continued

2.1.4 Limitations on Liability, Continued

D. The Company shall not be liable for loss or damages involving:

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;

2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

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

4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;

REGULATIONS, Continued

2.1 UNDERTAKING OF COMPANY, Continued

2.1.4 Limitations on Liability, Continued

D. Continued

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

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or Services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Section 2.1.4, preceding;

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 the Company's facilities;

9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;

REGULATIONS, Continued

2.1 UNDERTAKING OF COMPANY, Continued

2.1.4 Limitations on Liability, Continued

D. Continued

10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;

11. Any non-completion of calls due to network busy conditions;

12. Any calls not attempted when Service is unavailable.

E. The Company shall be indemnified, defended and held harmless by the Customer or End User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

F. Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) calendar days after the date of the occurrence that gave rise to the claim.

REGULATIONS, Continued

2.1 UNDERTAKING OF COMPANY, Continued

2.1.4 Limitations on Liability, Continued

G. The Company will operate as specified in these and other applicable Tariffs. Due to the interdependence among telecommunications companies, and the interrelationship with non-Company processes, equipment, and systems, the Company is not responsible or liable for failures caused by circumstances beyond its control including, but not limited to, failures caused by:

1. overt action, omissions, interruptions, delays, errors, other defects or misrepresentations, or the facilities of a local exchange carrier;

2. customer premise equipment; or

3. an End User or Customer.

In addition, the Company is not liable for incompatibility between the Company's Services and any non-Company Services used by a Customer or an End User.

REGULATIONS, Continued

2.1 UNDERTAKING OF COMPANY, Continued

2.1.5 Provision of Equipment and Facilities

A. Except as otherwise indicated, Customer-provided equipment located at the Customer's premises for use in conjunction with this Service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

B. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment ("CPE"). Where such equipment is connected to Service furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of Services under this Tariff and to the maintenance and operation of such Services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:

1. the through transmission of signals generated by CPE or for the quality of, or defects in, such transmission; or

2. the reception of signals by CPE; or

3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.6 Ownership of Facilities

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

REGULATIONS, Continued

2.2 PROHIBITED USES

A. The Services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.

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

C. The Company may require a Customer to immediately shut down its transmission if it is causing interference to others.

D. 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 access 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.

REGULATIONS, Continued

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.1 Customer Premises Provisions

A. The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.

B. The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

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, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

B. To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any Service provided by the Company to such third party.

REGULATIONS, Continued

2.3 Obligations of the Customer, Continued

2.3.2 Liability of the Customer, Continued

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

REGULATIONS, Continued

2.4 CUSTOMER EQUIPMENT AND CHANNELS

2.4.1 Interconnection of Facilities

In order to protect the Company's facilities and personnel and the Services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's Service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

2.4.2 Inspections

A. The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.

B. If protective agreements governing Company oversight of Customer CPE installed at Company's premises are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer in writing of the need for protective action. In the event that the Customer fails to advise the Company within ten (10) calendar days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling Service, to protect its facilities and personnel from harm. Upon Customer request, the Company will provide Customer with a statement of technical parameters that the Customer's equipment must meet within no less than twenty four (24) hours in advance of equipment inspection.

REGULATIONS, Continued

2.5 CUSTOMER ADVANCED PAYMENTS AND DEPOSITS

2.5.1 Advance Payments

Company reserves the right to collect Advanced Payments. To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to two months of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.5.2 Deposits

Company reserves the right to collect Deposits. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two and a half months' charges for a service or facility which has a minimum payment period of one month, pursuant to A.A.C. R14-2-503 B.6. for non-residential Customers. A deposit may be required in addition to an advance payment.

The Company will pay interest on all deposits made for the purpose of establishing credit at the percentage rate equal to the prime rate announced in the *Wall Street Journal* on the third business day following the date of cancellation. In no case will interest be allowed for a period extending beyond the date a refund is due or the date service is terminated, whichever date is earlier. Interest will be computed from the date the deposit is paid and will be distributed to the Customer in accordance with the following:

1. As an annual credit to the Customer's account, not to be performed more than once in a twelve (12) month period; or
2. As an annual payment, not to be distributed more than once in a twelve (12) month period, as requested by the Customer; or
3. As part of a refund of the entire deposit; or
4. As part of the application of the deposit to an unpaid bill of the Customer.

REGULATIONS, Continued

2.6 PAYMENT ARRANGEMENTS

2.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and Services furnished by the Company to the Customer.

Taxes

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

REGULATIONS, Continued

2.6 PAYMENT ARRANGEMENTS, Continued

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company. In accordance with A.A.C. R14-2-508 C:

A. The billing date shall be printed on the bill and the date rendered shall be the mailing date. All payments shall be made at or mailed to the office of the Customer or to the Customer's duly authorized representative.

B. The Company shall present invoices monthly to the Customer, which shall be due and payable within thirty (30) calendar days after the date of the invoice. Usage charges will be billed monthly for the preceding billing period.

C. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon receipt of payment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be 1.5 percent per month.

D. For any payment submitted by the Customer that a financial institution refuses to honor, the Customer will be assessed an amount not exceeding the amount allowed by law.

E. Where any undercharge in billing of a Customer is the result of a Company's mistake, Company will send an invoice to Customer for applicable charges up to twenty four (24) months from the date the services were provided.

F. For non-Incidental Service, delinquent accounts for which payment has not been received may be terminated 30 days after the date the bill is rendered. Billing of the Customer by the Company will begin on the Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

REGULATIONS, Continued

2.6 PAYMENT ARRANGEMENTS, Continued

2.6.3 Billing Disputes

A. General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within thirty (30) calendar days of the date of the mailing of the bill. For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

B. Late Payment Charge

1. The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount under Section 2.6.2.B.

2. In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.

3. In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the total billed amount and be subject to the late payment charge.

REGULATIONS, Continued

2.6 PAYMENT ARRANGEMENTS, Continued

2.6.3 Billing Disputes, Continued

C. Adjustments or Refunds to the Customer

1. In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.

2. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment in the billing period following resolution of the dispute.

3. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the Service, the Company will issue a refund.

4. All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of the Customer's claims for the billing period for which the adjustment or refund was issued.

5. Limitations of Damages and of Period for Bringing Claims - The entire liability of Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against Company shall be commenced more than one (1) year after the Service related to the claim is rendered. Claims applicable to overbilling against Company shall be commenced no more than two (2) years after the Service related to the claim is rendered pursuant to Section 415, U.S. Code, 47 U.S.C. §415.

REGULATIONS, Continued

2.6 PAYMENT ARRANGEMENTS, Continued

2.6.3 Billing Disputes, Continued

D. Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for Service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer shall have thirty (30) calendar days after such bills have been mailed or otherwise rendered per the Company's normal course of business to request that the Company provide an in-depth review of the disputed amount. The Customer may contact the Commission at any time regarding billing disputes.

REGULATIONS, Continued

2.6 PAYMENT ARRANGEMENTS, Continued

2.6.4 Discontinuance or Suspension of Service for Cause

Company may disconnect service in the following instances, if applicable.

A. For nonpayment of any amounts owing to the Company that remain unpaid beyond the bill due date, the Company may suspend Service without incurring liability, by giving no less than five (5) business days prior written notice to the Customer.

B. Upon violation of any other terms or conditions described herein for furnishing Service, the Company may, by giving ten (10) business days prior notice in writing to the Customer, discontinue or suspend Service without incurring any liability.

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

D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company will follow procedures provided in federal bankruptcy code.

E. Upon any governmental prohibition or required alteration of the Services provided or any violation of an applicable law or regulation, the Company may immediately discontinue or suspend Service without incurring any liability.

F. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue Service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any applicable reconnection charges.

REGULATIONS, Continued

2.6 PAYMENT ARRANGEMENTS, Continued

2.6.4 Discontinuance or Suspension of Service for Cause, Continued

G. Upon the Company's discontinuance or suspension of Service to the Customer under Section 2.6.4(A) or 2.6.4(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such Services would have otherwise been provided to the Customer to be immediately due and payable.

H. Discontinuance or Suspension of Service for Incidental Service shall mean that Customer will be precluded from terminating traffic on Company's network, or receiving calls originated on Company's network.

I. In the event non-Incidental Service is terminated, unless immediate termination is necessary in order to protect network integrity or in instances of fraud or other unlawful action on the part of the Customer, Company will provide written termination notice to Customer five (5) days prior to disconnection, as set forth in A.A.C. R14-2-509 D and E, of Company's intent to disconnect service. Notice will contain the name of the Customer whose service is to be terminated and the Service being terminated; Company's rules or regulations that were violated and explanation thereof or the amount of the bill which the Customer has failed to pay in accordance with the payment policy of the Company, if applicable; The date on or after which service may be terminated; and a statement advising the Customer to contact the Company at a specific phone number for information regarding any deferred billing or other procedures which the Company may offer or to work out some other mutually agreeable solution to avoid termination of the Customer's service.

2.6.5. Customer Overpayment

The Company will not pay interest on a Customer overpayment, unless otherwise required by law or regulation.

REGULATIONS, Continued

2.7 ALLOWANCES FOR INTERRUPTION OF SERVICE

2.7.1. No credit allowance will be made for any interruption in Incidental Service, including, but not limited to, the following:

A. Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common Carriers connected to the service of the Company;

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

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

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

E. During any period in which the Customer continues to use the service on an impaired basis;

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

G. Interruptions that occur or continue due to the Customer's failure to authorize replacement of any element of special construction; and

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

2.7.2. Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used. At no time shall Company be liable for such charges.

REGULATIONS, Continued

2.8 CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF THE NETWORK

2.8.1 Unauthorized Use of the Network

A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's Services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's Services provided under this Tariff, or uses specific Services that are not authorized.

B. The following activities constitute fraudulent use:

1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the Service;

2. Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's Tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;

3. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

REGULATIONS, Continued

2.8 CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF THE NETWORK, Continued

2.8.1 Unauthorized Use of the Network, Continued

C. Customers are advised that use of telecommunications equipment and Services, including those provided under this Tariff, carry a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and Services provided hereunder, and to detect and prevent unauthorized use of the equipment and Services provided by the Company under this Tariff.

2.8.2 Liability for Unauthorized Use

A. Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for Services provided under this Tariff furnished to the Customer. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or CPE by Users or other third parties, the Customer's employees, or the public.

B. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including, but not limited to, Service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary, or punitive charges.

C. The Customer is responsible for payment of any charges related to the suspension of Service, and any charges for reconnection of Service, incurred as a result of unauthorized use of the Network.

REGULATIONS, Continued

2.9 APPLICATION OF RATES

The regulations set forth in this section govern the application of rates for Services contained in other sections of this Tariff.

2.9.1 Charges Based on Duration of Use

Customer traffic to End Offices will be measured (i.e., recorded or assumed) by the Company. Originating and terminating calls will be measured (i.e., recorded or assumed) by the Company to determine the basis for computing chargeable access minutes. In the event the Customer message detail is not available because the Company lost or damaged tapes or experienced recording system outages, the Company will estimate the volume of lost Customer access minutes of use based on previously known values.

A. Originating Traffic

For originating calls over Customer's Feature Group D, usage measurement of access minutes begins when the originating Customer's Feature Group D switch receives the first wink supervisory signal forwarded from the Customer's point of termination.

The measurement of originating call usage ends when the Customer's originating Feature Group D switch receives disconnect supervision from either the Company's Network, indicating the originating End User has disconnected, or the Customer's point of termination, whichever is recognized first by the Company's Network.

B. Terminating Traffic

For terminating calls, the measurement of access minutes begins when the Customer's terminating Feature Group D switch receives answer supervision from the Company's Network, indicating the terminating End User has answered. For terminating calls over Customer's Feature Group D Access Service, the measured minutes are chargeable access minutes. Where assumed minutes are used, the assumed minutes are the chargeable access minutes.

REGULATIONS, Continued

2.9 APPLICATION OF RATES, Continued

2.9.1 Charges Based on Duration of Use, Continued

B. Terminating Traffic, Continued

The measurement of terminating call usage over Customer's Feature Group D ends when the Customer's terminating Feature Group D switch receives disconnect supervision from either the Company's Network, indicating the terminating End User has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

Customer's Feature Group D access minutes or fractions thereof, the exact value of the fraction being a function of the Network technology where the measurement is made, are accumulated over the billing period for each End Office, and are then rounded up to the nearest access minute for each End Office.

SERVICE DESCRIPTIONS

3.1 INTRASTATE SWITCHED EXCHANGE ACCESS SERVICES

Intrastate Switched Exchange Access Service, available to Customers for their use in furnishing their Services to End Users, provides a two-point communications path between a Customer's premises and an End User's premises. It provides for the use of common terminating, switching and trunking facilities and/or functionalities. Switched Exchange Access Service provides for the ability to originate calls from an End User's premises to a Customer's premises (or a collocated interconnection location), and to terminate calls from a Customer's premises (or a collocated interconnection location) to an End User's premises in the LATA where it is provided and served by Company. Switched Exchange Access Service must be ordered or is provided as an Incidental Service separately for each LATA in which the Customer desires to originate or terminate calls.

Switched Exchange Access Service is provided in the following categories, which are differentiated by their technical characteristics and the manner in which an End User or Customer accesses them when originating or terminating calls.

Terminating Switched Exchange Access provides trunk side equivalent access to the Company's Network for the Customer's use in originating and terminating communications.

Toll Free Database Access Service provides trunk side-equivalent access to the Company's Network in the originating direction only, for the Customer's use in originating calls dialed by an End User to telephone numbers beginning with the prefix "800" or "8XX" where X is a number between 0 and 9.

Customer's or its End User's use of any Incidental Service shall constitute Customer's agreement to all of the terms and conditions of this Tariff. Incidental Services are billed to Customer on a monthly basis in accordance with Customer's recorded usage for each Service and the corresponding rates contained in the Rates Section.

SERVICE DESCRIPTIONS, Continued

3.1 INTRASTATE SWITCHED EXCHANGE ACCESS SERVICES, Continued

3.1.1 Standard Rate Categories

The Company combines traditional per minute Switched Exchange Access rate elements into a single composite per minute rate element. This element may include the following rate categories if provided. The rate categories in this Section 3.1.1 apply to Switched Exchange Access Service and include the following combined categories.

A. Local Switching

The Local Switching rate category establishes the charges related to the use of those portions of the Company's network that perform Local Switching functionality, the terminations in the End Office of End User lines and the termination of calls at intercept operators or recordings.

B. Carrier Common Line

Carrier Common Line Access Service provides for the use of Company common lines by customers for access to End Users to furnish intrastate communications services.

Carrier Common line Access is provided where the customer obtains Company Switched Access Service under this Tariff.

C. Switched Transport

The Switched Transport rate category establishes the charges related to the provision by the Company's Network of transmission and switching functionality between the Customer designated premises and the End Office(s) where the Customer's traffic is switched to originate or terminate the Customer's communications. The Switched Transport rate category also includes the functionality of transport between an End Office or equivalent within Company's Network that serves as host for a remote switching system or module.

SERVICE DESCRIPTIONS, Continued

3.1 INTRASTATE SWITCHED EXCHANGE ACCESS SERVICES, Continued

3.1.1 Standard Rate Categories, Continued

D. Tandem-Switched Transport Services

Tandem-Switched Transport is composed of the following usage sensitive rate elements:

The Tandem-Switched Termination element includes the non-distance sensitive portion of Switched Transport, and is assessed on a per access minute of use basis.

The Tandem-Switched Facility element includes the distance sensitive portion of Switched Transport and is assessed on a per access minute of use per mile basis.

The Tandem Switching element includes the access tandem switching associated with Tandem-Switched Transport traffic and is assessed per access minute switched through the tandem. The Tandem Switching rate element is excluded from the Company's Tariffed Rates.

Tandem-Switched Transport requires dedicated tandem trunk ports, and end office common trunk ports. In addition, common multiplexing, includes the multiplexing associated with the Tandem-Switched Transport.

E. End User Access Service and Presubscription

End User Access Service provides for the use of Company common lines by End Users who purchase services from the Company under its local general services tariff. End User Access Services are provided pursuant to Section 4 of this Tariff.

SERVICE DESCRIPTIONS, Continued

3.1 INTRASTATE SWITCHED EXCHANGE ACCESS SERVICES, Continued

3.1.2 8XX Database Query Service

8XX Database Query Service is a service that utilizes originating trunk side Switched Exchange Access Service. The Service provides for the forwarding of End User dialed Toll Free calls to a Company switching point which will initiate a query to the database to perform the switching

8XX Database Query Service is comprised of the following elements:

A. Customer Identification Charge

The Customer Identification Charge applies for the identification and delivery of Toll Free dialed traffic to the appropriate Customer. The charge is assessed to the Customer on a per query and per minute of use basis and may include an area of Service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs within the operating territory of Company. The Customer Identification Charge and the per minute of use charges can be found with the Local Transport and Local Switching rates in Section 4.

SERVICE DESCRIPTIONS, Continued

3.1 INTRASTATE SWITCHED EXCHANGE ACCESS SERVICES, Continued

3.1.2. 8XX Database Query Service, Continued

B. 800 to POTS Number Translation

800 to POTS Number Translation provides the option of having the ten digit number NPA + NXX-XXXX delivered instead of the Toll Free dialed number (e.g., 800 + NXX-XXXX) delivered to the service provider.

A Translation Charge is assessed per query, in addition to the Toll Free Carrier Identification Charge. The charges can be found in Section 4.

C. Call Handling and Destination Feature Charge

The Call Handling and Destination Feature Package, available only with the Toll Free Database Access Service, provides feature functionality in addition to basic query. The feature package may include various destination options such as carrier selection, time of day routing, day of week routing, specific date routing, geographic routing, routing based on percent of allocation, and emergency routing profiles.

The Call Handling and Destination Feature charge is assessed on a per-query basis, in addition to the Customer Identification Charge and the Translation Charge as set forth in Section 4.

RATES, Continued

4.1 INTRASTATE SWITCHED EXCHANGE ACCESS SERVICE RATES

Switched Exchange Access Service

	Minimum	Maximum
Per minute	$0.021185	$0.08474

8XX Database Query Service

Customer Identification Charge, per call	$0.00175	$0.00700
800 to POTS Number Translation, per call	$0.0018325	$0.00733
Call Handling & Destination Feature Charge, per query	$0.000347	$0.001388

RATES, Continued

4.2. INDIVIDUAL CASE BASIS ARRANGEMENTS

Individual Case Basis ("ICB") arrangements will be developed on a case-by-case basis in response to a bona fide Customer or prospective Customer request and based on specific Customer commitments, unless otherwise prohibited by law or regulation. ICB arrangement switched exchange access service rates will be available to any similarly situated Customer.

EFFECTIVE RATE SCHEDULE

Switched Exchange Access Service

	Maximum
Per minute	$0.04237

8XX Database Query Service

Customer Identification Charge, per call	$0.003500
800 to POTS Number Translation, per call	$0.003665
Call Handling & Destination Feature Charge, per query	$0.000694