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AZ CORP COMMISSION
DOCKET CONTROL

Transcript Exhibit(s)

Docket #(s): T-20805A-11-0221

Exhibit # : A1-A5, S1

Arizona Corporation Commission
DOCKETED

MAR 23 2012

DOCKETED BY

ORIGINAL NEW APPLICATION

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2011 MAY 31 P 4: 34

AZ CORP COMMISSION
DOCKET CONTROL

May 27, 2011
Via Overnight Delivery

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

T-20805A-11-0221

RE: **Hypercube Telecom, LLC** - 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 Petition for Certificate of Convenience and Necessity to Provide Intrastate Telecommunications Services filed on behalf of Hypercube Telecom, LLC.

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) 740-3002 or via e-mail at cwightman@tminc.com.

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

Thank you for your assistance in this matter.

Sincerely,

for Connie Wightman
Consultant

Arizona Corporation Commission
DOCKETED
MAY 31 2011
DOCKETED BY nr

Enclosures
CW/lw

cc: Robert McCausland – Hypercube Telecom, LLC
Karen Turner – Manager-Regulatory Compliance
file: Hypercube– AZ Local
tms: AZl1101
H3: 2010-13

EXHIBIT
A-1
ADMITTED

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: For Docket Control Only:

(Please Stamp Here)

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

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

Type of Service: _____

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

Type of Service: _____

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

A. COMPANY AND TELECOMMUNICATION SERVICE INFORMATION

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

- ☒ Resold Long Distance Telecommunications Services (Answer Sections A, B).
- ☒ Resold Local Exchange Telecommunications Services (Answer Sections A, B, C).
- ☒ Facilities-Based Long Distance Telecommunications Services (Answer Sections A, B, D).
- ☒ Facilities-Based Local Exchange Telecommunications Services (Answer Sections A, B, C, D, E)
- ☐ Alternative Operator Services Telecommunications Services (Answer Sections A, B)
- ☐ Other _____ (Please attach complete description)

(A-2)	The name, address, telephone number (including area code), facsimile number (including area code), e-mail address, and World Wide Web address (if one is available for consumer access) of the Applicant: **Hypercube Telecom, LLC** **3200 West Pleasant Run Road, Suite 300, Lancaster, TX 75146** **Telephone: 469-727-1510** **Fax Number: 469-727-1511** **Website: www.h3net.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): **N/A**
(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: **Karen Turner, Manager-Regulatory Compliance** **3200 West Pleasant Run Road, Suite 300, Lancaster, TX 75146** **Telephone: 469-727-1631** **Fax Number: 469-727-1511** **Email: karen.turner@h3net.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: **Connie Wightman, Consultant to Hypercube Telecom, LLC** **2600 Maitland Center Parkway, Suite 300** **Maitland, FL 32751** **Telephone : (407)740-3002** **Fax Number: (407)740-0613** **Email: cwightman@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: **Robert W. McCausland, Sr. VP, Regulatory and Government Affairs** **3200 West Pleasant Run Road, Suite 300, Lancaster, TX 75146** **Telephone: 469-727-1640** **Fax Number: 866-432-3936** **Email: Robert.Mccausland@h3net.com**

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

☐ Sole proprietorship

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

☒ Limited Liability Company: ☐ Arizona, ☒ Foreign

☐ Corporation: ☐ "S" "C" ☐ Non-profit

☐ Other, specify: _____

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

Attachment "A" must include the following information:

1. A copy of the Applicant's Certificate of Good Standing as a domestic or foreign corporation, LLC, or other entity in Arizona.
2. A list of the names of all owners, partners, limited liability company managers (or if a member managed LLC, all members), or corporation officers and directors (specify).
3. Indicate percentages of ownership of each person listed in A-8.2.

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

Your Tariff must include the following information:

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

   Applicant will not require deposits or advance payments by Customers for Services.
5. The proposed fee that will be charged for returned checks (reference by Tariff page number).

   Applicant will not charge a fee for any returned checks.

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

☒ Statewide. (Applicant adopts statewide map of Arizona provided with this application). **Includes services provided through resale.**

☐ 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 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.

None of the Applicant's officers, directors, partners, or managers have been or are currently involved in any formal or informal complaint proceedings in any jurisdiction.

Like most providers in the industry, the Applicant is from time to time involved in billing disputes. At present, the Applicant filed a complaint against Level 3 Communications (Level 3) in New York, and is addressing a similar matter with Level 3 in California. The matters involve a dispute regarding the billing for services that the Applicant provides to Level 3. To date, the Applicant's complaints remain unresolved; however, the Applicant believes that material progress is being made with Level 3 and the issues will be resolved amicably in the future.

(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.

None of the Applicant's officers directors, partners or managers have been involved in any civil or criminal investigation or had judgments entered in any civil matter, judgments levied by any administrative or regulatory agency, or been convicted of any criminal acts within the last ten (10) years.

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

☒Yes ☐No

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

☒ For Long Distance Resellers, a $10,000 bond will be recommended for those resellers who collect advances, prepayments or deposits.
☐Yes ☒No
If "No", continue to question (A-15).

☒ For Local Exchange Resellers, a $25,000 bond will be recommended.
☐Yes ☒No
If "No", continue to question (A-15).

☒ For Facilities-Based Providers of Long Distance, a $100,000 bond will be recommended.
☐Yes ☒No
If "No", continue to question (A-15).

☒ For Facilities-Based Providers of Local Exchange, a $100,000 bond will be recommended.
☐Yes ☒No
If any box in (A-14) is marked "No", continue to question (A-15).

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

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

The Applicant will not require deposits or advance payment for Arizona services from customers.

(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.

Applicant will publish legal notice of the Application when advised to do so by the Hearing Division.

(A-17) Indicate if the Applicant is a switchless reseller of the type of telecommunications services that the Applicant will or intends to resell in Arizona:

☐Yes ☒No

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

(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.

See Attachment C.

(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.

See Attachment C.

(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.

N/A

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

☒ Decision # 64178 Resold Long Distance

☒ Decision # 64178 Resold LEC

☒ Decision # 64178 Facilities Based Long Distance

☒ Decision # 64178 Facilities Based LEC

B. FINANCIAL INFORMATION

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

☒ Yes ☐ No

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

Applicant considers its financials to be confidential and requests they be filed under seal. Applicant requests that Commission Staff contact Ms. Connie Wightman (407-740-3002) to obtain a copy of Applicant's income statement and balance sheet.

(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 (B-1).

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

See (B-1).

(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.

   Applicant's expected revenue for the next 12 months is approximately $661,000.

2. Provide the operating expenses expected to be incurred during the first twelve months of providing telecommunications services to Arizona customers following certification.

   Applicant's expected operating expenses during the first 12 months are approximately $548,630.

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.

   The net book value of all Arizona jurisdictional assets is zero.

4. If the projected value of all assets is zero, please specifically state this in your response.

   The projected value of all assets is zero.

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.

   The projected fair value is zero.

C. RESOLD AND/OR FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(C-1) Indicate if the Applicant has a resale agreement in operation.

☐ Yes ☒ No

If "Yes", please reference the resale agreement by Commission Docket Number or Commission Decision Number.

D. FACILITIES-BASED LONG DISTANCE AND/OR FACILITIES BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(D-1) Indicate if the Applicant is currently selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in Arizona. This item applies to an Applicant requesting a geographic expansion of their CC&N:

☐ Yes ☒ No

If "Yes," provide the following information:

1. The date or approximate date that the Applicant began selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in Arizona.
2. Identify the types of facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services that the Applicant sells in Arizona.

If "No," indicate the date when the Applicant will begin to sell facilities-based long distance telecommunications AND/OR facilities-based local exchange telecommunications services in Arizona.

The Applicant will begin to sell local exchange telecommunications services in Arizona as soon as their application is approved.

E. FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

☒ Yes ☐ No

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

☒ Yes ☐ No

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

☒ Yes ☐ No

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.

George C. Myers
CFO
Hypercube Telecom, LLC

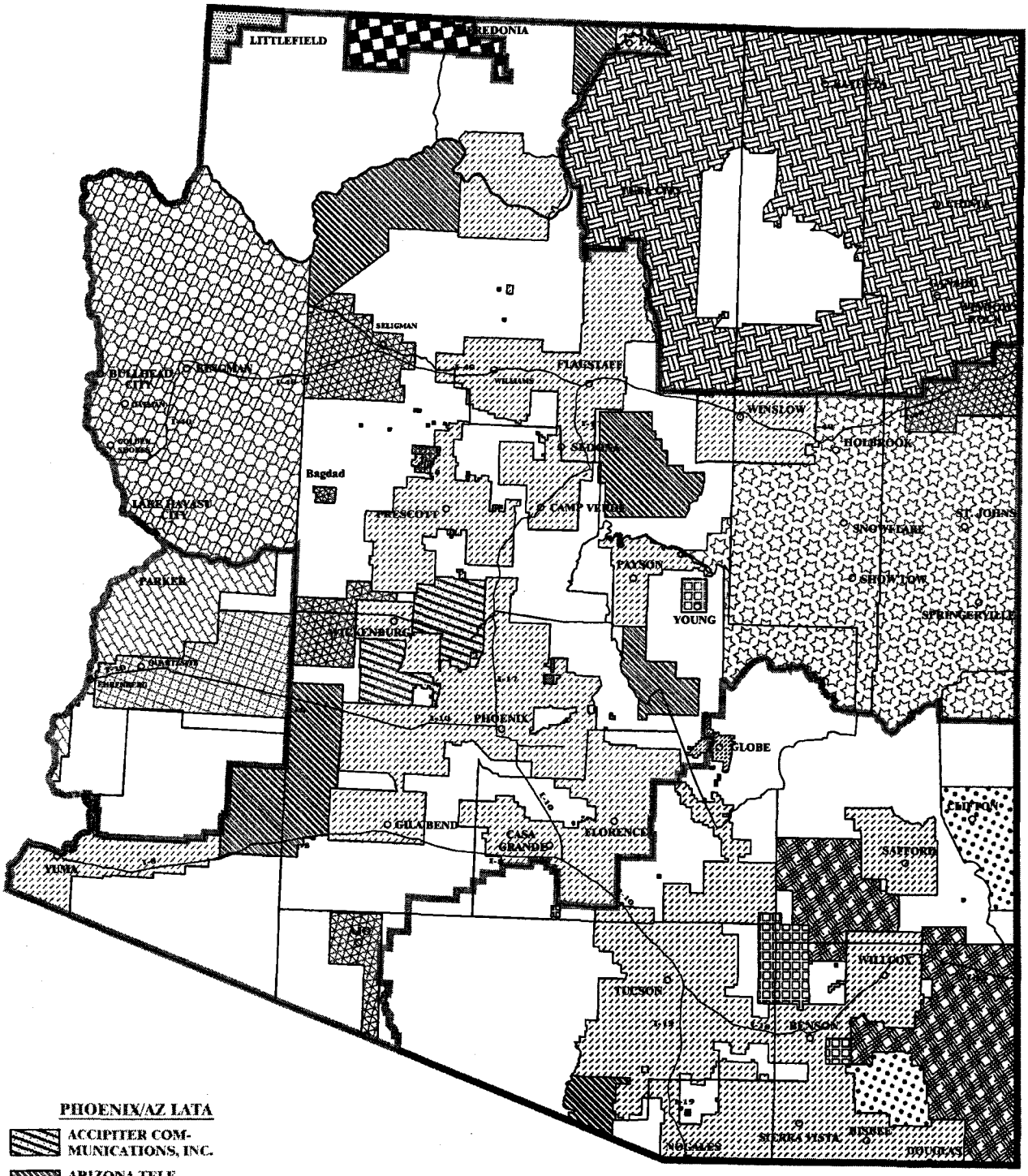
May 26, 2011
Date

SUBSCRIBED AND SWORN to before me this 26th day of May, 2011.

Mandy L Schunemann
NOTARY PUBLIC

My Commission Expires Feb. 12, 2012

MANDY L. SCHUNEMANN
Notary Public, State of Texas
My Commission Expires
February 12, 2012



PHOENIX/AZ LATA

- ACCIPITER COMMUNICATIONS, INC.
- ARIZONA TELEPHONE COMPANY
- FRONTIER CITIZENS UTILITIES RURAL
- FRONTIER COMMUNICATIONS OF THE WHITE MOUNTAINS
- MIDVALE TELEPHONE EXCHANGE, INC.
- TABLE TOP TELEPHONE COMPANY, INC.
- QWEST COMMUNICATIONS, INC.

TUCSON/AZ LATA

- ARIZONA TELEPHONE COMPANY
- COPPER VALLEY TELEPHONE, INC.
- MIDVALE TELEPHONE EXCHANGE, INC.
- QWEST COMMUNICATIONS, INC.
- VALLEY TELEPHONE COOPERATIVE, INC.

INDEPENDENT MARKET AREA

- NAVAJO COMMUNICATIONS COMPANY, INC.

LOS ANGELES/ CA LATA

- VERIZON CALIFORNIA, INC.
- SOUTHWESTERN TELEPHONE CO.

UTAH/UT LATA

- RIO VIRGIN TELEPHONE COMPANY
- SOUTH CENTRAL UTAH TELEPHONE ASSOC., INC.

Revised June 27, 2007

STATE OF ARIZONA TELEPHONE WITH LATA

Attachment A

Applicant's Certificate of Good Standing

Corporation Officers and Percentages of Ownership

Applicant is a wholly owned subsidiary of Hypercube, LLC

Officers	**Title**
Ronald Beaumont	President and CEO
George C. Myers	Chief Financial Officer
Douglas L. Davis	Chief Technology Officer

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

****HYPERCUBE TELECOM, LLC****

a foreign limited liability company organized under the laws of the jurisdiction of Delaware did obtain a Certificate of Registration in Arizona on the 6th day of February 2001.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 4th Day of May, 2011, A. D.

Executive Director

By: 609458

Attachment B

Proposed Tariffs

Applicant's proposed local exchange and access tariffs will be filed in due course.

Attachment C

States Where Applicant is Approved to do Business

Hypercube Telecom, LLC has approved certifications in the following states:

Alabama, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Idaho, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, No. Carolina, No. Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, So. Carolina, So. Dakota, Tennessee, Texas, Vermont, Virginia and Washington

States Where Applicant is Presently Operating

Hypercube Telecom, LLC is presently operating in the following states:

Alabama, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Idaho, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, No. Carolina, No. Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, So. Carolina, So. Dakota, Tennessee, Texas, Vermont, Virginia and Washington

ORIGINAL

TECHNOLOGIES MANAGEMENT INC.

Arizona Corporation Commission
DOCKETED
OCT 24 2011
DOCKETED BY

October 20, 2011
Via Overnight Delivery

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

RE: Staff's First Set of Data Requests to Hypercube Telecom, LLC (Hypercube) in Docket No. T-20805A-11-0221 and Hypercube's Initial Local, Interexchange and Access Tariffs for the Application and Petition for Certificate of Convenience and Necessity to Provide Intrastate Telecommunications Services.

Dear Sir/Madam:

Pursuant to conversations with Armando Fimbres, enclosed for filing are the original and thirteen (13) copies of Staff's First Set of Data Requests to Hypercube Telecom, LLC (Hypercube) in Docket No. T-20805A-11-0221and Hypercube's Initial Local, Interexchange and Access Tariffs.

Pending the finalization of rates, the maximum and current rates in the Local and Interexchange tariffs are marked with placeholders. The Company's proposed Access tariff includes it's proposed maximum and current rates.

Any questions you may have regarding this filing may be directed to me at (407) 740-3002 or via e-mail at cwightman@tminc.com.

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

Thank you for your assistance in this matter.

Sincerely,

Connie Wightman
Consultant

Enclosures
CW/lw

cc: Robert McCausland – Hypercube Telecom, LLC
Karen Turner – Manager-Regulatory Compliance
file: Hypercube– AZ Local
tms: AZl1101a
H3: 2010-13

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2011 OCT 24 P 2: 07
AZ CORP COMMISSION
DOCKET CONTROL

EXHIBIT
A-2
ADMITTED

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
STAFF'S FIRST SET OF DATA REQUESTS TO
HYPERCUBE TELECOM, LLC ("HYPERCUBE")
DOCKET NO. T-20805A-11-0221 JULY 8, 2011

Responses of Hypercube

Please provide responses to the following Staff questions. All information responses should be provided in searchable PDF, DOC or EXCEL files via email or electronic media.

STF 1.1

Information on Hypercube's home page (http://www.h3net.com/) describes Hypercube as a provider of "independent, competitive tandem services in the middle mile as an alternative to the traditional method of connecting different networks." Hypercube's home page also states that its service "enables carriers to (1) interconnect and exchange traffic between networks, bypassing legacy infrastructure (2) create direct switch-to-switch connections, and (3) provides services over an unaffiliated network that avoids using a competitor product.

The above information does not describe services for which Hypercube seeks Local Exchange and Long Distance certificate of convenience & necessity ("CC&N") authority. Please:

1 – explain why Hypercube is seeking a CC&N for local exchange and long distance services:

Response: Hypercube is seeking a CC&N for local exchange and long distance services for several reasons: first, the company could not otherwise obtain interconnection or numbering resources for its access tandem offerings without a CC&N; second, the company has plans to implement new local and long distance offerings in the future. Although the company has not previously offered non-access services, it has plans to do so.

2 – describe Hypercube's expertise in local exchange and long distance services:

Response: Hypercube's management team is drawn chiefly from the telecommunications industry and it has over 75 years of relevant telecommunications experience. Its officers are active in the business community serving on the Board of Directors of Comptel and on various committees in ATIS. The brief biographies of officers provided in Exhibit 1 to this response demonstrate the expertise available to the company to successfully implement local and long distance operations.

ARIZONA CORPORATION COMMISSION
STAFF'S FIRST SET OF DATA REQUESTS TO
HYPERCUBE TELECOM, LLC ("HYPERCUBE")
DOCKET NO. T-20805A-11-0221
Responses of Hypercube, continued

STF 1.2

Attachment C of Hypercube's CC&N application identifies a number of states in which Hypercube has certification and is operating. Please identify:

1 – the states in which Hypercube has certification to provide local exchange services:

Response: Hypercube has authority to provide local exchange services in Colorado, Connecticut, District of Columbia, Indiana, Michigan, Missouri, New Hampshire, New Mexico, New York, Vermont, Virginia, Washington, Wisconsin*

2 – the states in which Hypercube has certification to provide long distance services:

Response: Hypercube has authority to provide long distance services in Alabama, Arkansas, California, Delaware, Florida, Georgia, Idaho, Illinois, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, Minnesota, Mississippi, Montana, Nebraska, Nevada, New Jersey, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, West Virginia*, Wyoming*

*these states were inadvertently missing from Attachment C in the Hypercube Telecom, LLC Application for Certification of Convenience & Necessity

3 – any states in which Hypercube has withdrawn or discontinued its local exchange or long distance certification accompanied by explanations for such actions:

Response: Hypercube has not withdrawn local authority in any state. Hypercube withdrew its Colorado PUC Tariff No. 4 (Local Exchange Services), but retained its authority. A local service tariff will be resubmitted in the future when the company is prepared to offer local exchange services in Colorado.

ARIZONA CORPORATION COMMISSION
STAFF'S FIRST SET OF DATA REQUESTS TO
HYPERCUBE TELECOM, LLC ("HYPERCUBE")
DOCKET NO. T-20805A-11-0221
Responses of Hypercube, continued

STF 1.3

In addition to the formal complaints in California and New York identified in section (A-11) of Hypercube's CC&N application, Hypercube or Hypercube, LLC appear to be involved or have been involved in formal complaints in Alabama (Docket No. 31176 vs DeltaCom), Tennessee (Docket No. 09-00077 vs DeltaCom) and Texas (Docket No. 37599 vs Level 3). Please:

1 – explain the basis and status of all five proceedings:

Response:

New York (Docket No. 09-C-0784 vs. Level 3)
Basis: Hypercube brought complaints against Level 3 related to access charges.
Status: Negotiations are underway and the dispute is pending.

California (Docket No. C.10-02-027 vs. Level 3)
Basis: Hypercube brought complaints against Level 3 related to access charges.
Status: Petition for Rehearing was granted by the CA PUC on July 15, 2011. Decision (D.) 10-05-029

Alabama (Docket No. 31176 vs. DeltaCom)
Tennessee (Docket No. 09-00077 vs. DeltaCom)
Basis: Hypercube brought complaints against DeltaCom related to access charges.
Status: The parties settled and the dockets are closed.

Texas (Docket No. 37599 vs. Level 3)
Basis: Hypercube filed with the TX PUC seeking tariff enforcement in a billing dispute related to access charges.
Status: Hypercube subsequently withdrew this complaint after the TX PUC determined in a previous case that it did not have authority. The docket is closed.

2 – identify any additional formal complaints filed in any state involving Hypercube or Hypercube, LLC since 1/1/05:

Response:

Florida (Docket No. 090327 vs. DeltaCom)
Georgia (Docket No. 29917-U vs. DeltaCom)
California (Docket No. C.09-05-009 vs. Level 3)
Basis: Hypercube brought complaints against DeltaCom and Level 3 related to access charges.
Status: The parties settled and the dockets are closed.

3 – identify any formal complaints filed at the Federal Communications Commission ("FCC") involving Hypercube or Hypercube, LLC since 1/1/05:

Response: There have been no formal complaints filed at the FCC involving Hypercube or Hypercube, LLC since 1/1/05.

STF 1.4

Section (A-12) in Hypercube's CC&N application appears to state that neither the Applicant nor its officers, directors, partners, or managers are involved or have been involved in court cases within the last ten years. Please explain:

1 – why Civil Action No. 3:08-CV-2298-G, United States District Court Northern District of Texas Dallas Division, Hypercube, LLC vs. Comtel Telecom Assets LP was not identified:

Response: Civil Action No. 3:08-CV-2298-G, US District Court Northern District of Texas Dallas Division, Hypercube, LLC vs. Comtel Telecom Assets LP was not identified because it did not appear to the respondent to be responsive to the question. It was not a civil or criminal investigation, there was no judgment entered or levied by an administrative or regulatory agency, nor did it result in a criminal conviction.

2 – the basis and status of the above case:

Response:

Basis - The basis of the above-referenced case was an access-related dispute that resulted in a settlement.

Status - Hypercube and Comtel Telecom Assets LP reached a settlement and the case was withdrawn. No judgment was made in Civil Action No. 3:08-CV-2298-G.

3 – identify any additional cases involving Hypercube or Hypercube, LLC which were not identified in section A-12:

Response: There are no additional criminal or civil investigations involving Hypercube or Hypercube, LLC which were not identified in Section A-12.

STF 1.5

Section (A-17) indicates that Hypercube will not be a switchless reseller. Please explain the type of network and/or technology that Hypercube proposes to deploy in Arizona.

Response: Hypercube uses a combination of traditional (TDM) and Internet Protocol (IP) networks. An architecture serving both legacy and modern networks would be deployed using SONUS technology or similar technologies.

ARIZONA CORPORATION COMMISSION
STAFF'S FIRST SET OF DATA REQUESTS TO
HYPERCUBE TELECOM, LLC ("HYPERCUBE")
DOCKET NO. T-20805A-11-0221
Responses of Hypercube, continued

STF 1.6

Attachment A in Hypercube's CC&N application states that Hypercube, LLC is the sole owner of Hypercube. Please provide the names and percent ownership of the top 3 individuals or entities with ownership in Hypercube, LLC.

Response:

Name	Percent Ownership
Chamber Street Investors, LLC	26.0590%
Kamine Credit Corporation	26.0590%
Annex Holdings HC Corporation	26.0590%

STF 1.7

Please (1) provide an organization chart that illustrates the relationship among all Hypercube, LLC entities and (2) identify any entities with operations in Arizona.

Response: Hypercube is a privately held company consisting of Hypercube, LLC, the parent company and Hypercube Telecom, LLC. (2) neither Hypercube, LLC nor Hypercube Telecom, LLC has any entities with operations in Arizona.

Hypercube, LLC

|

Hypercube Telecom, LLC

ARIZONA CORPORATION COMMISSION
STAFF'S FIRST SET OF DATA REQUESTS TO
HYPERCUBE TELECOM, LLC ("HYPERCUBE")
DOCKET NO. T-20805A-11-0221

Response of Hypercube

EXHIBIT 1 - Hypercube Telecom, LLC Officer Biographies

Ronald R. Beaumont
President and CEO
Ronald R. Beaumont is one of the founders and Chief Executive Officer of Hypercube, LLC. Ron is a Telecom veteran with over 30 years experience in different aspects of telecommunications and management. In addition to his responsibilities at Hypercube, Ron plays an active role within the CLEC industry, serving on the Comptel Board of Directors and its CEO council.

Before Hypercube, Ron founded and managed Beaumont Key Services, LLC, a telecommunication and systems consulting company. Prior to that, Ron served as Chief Operating Officer at Worldcom and President of Network Services at MFS/UUnet. Ron was responsible for constructing the first competitive fiber-based network in Washington DC and later expanded operations in 100+ US, European and Asian markets. Ron has been involved in numerous projects building out complex telecom infrastructure in Saudi Arabia, Thailand, Egypt and Somalia.

Ron's education background includes Electrical Engineering degrees from Lamar University and Stanford University.

G. Clay Myers
Chief Financial Officer
Clay Myers is the Chief Financial Officer and joined Hypercube's management team in January 2006. Clay has over 25 years of progressive accounting and finance experience in technology and telecommunications companies.

Prior to joining Hypercube, Clay founded and served as President of Claiborne Partners LLC, a financial advisory firm. Previously, Clay served as Sr. Vice President of Finance and Accounting at Allegiance Telecom from 1999 - 2004. From 1993 to 1999, Clay was Sr. Vice President of Finance and CFO at PageMart Wireless, a nationwide wireless messaging company. While at PageMart Wireless, Clay architected the capital formation strategy and led several equity and debt offerings including an IPO. Clay has also held several positions in the corporate finance group at Dell Computers and spent over nine years with Ernst & Young.

Clay earned his BBA in Accounting from the University of Texas and is a member of the AICPA and Financial Executives Institute.

Doug Davis
Chief Technology Officer
Doug Davis is Hypercube's Chief Technology Officer with over 25 years of technical, business and operations management experience in the telecommunications industry.

Prior to Hypercube, Doug served as Head of Operations for Allegiance Telecom, where he was responsible for managing Network Operations, Implementation and Security organizations. Prior to Allegiance, Doug was CTO of Digital Convergence, an international web and media company. Doug also co-founded and served as COO at Internet America, a large regional internet service provider. Previously, while at SMU School of Engineering and at Logic Process, Doug served as an architect for difference mediation, polling, and signaling software projects.

Doug is actively involved in different technology and standards organizations, serving as chairman of the Network Reliability and Interoperability Council VI from 2002 - 2004. Doug is also a member of the Open-loops Coalitions, several ATIS groups and a member of the North Texas Task Force on Computer Crimes.

ACCESS SERVICE

General Rules and Regulations and Terms and Conditions

for

Access Service

Provided by

Hypercube Telecom, LLC

This tariff contains the descriptions, regulations and rates applicable to the furnishing of competitive access service and facilities for telecommunications services provided by Hypercube Telecom, LLC within the State of Arizona. This tariff is on file with the Arizona Corporation Commission (ACC). Copies may be inspected during normal business hours at the Company's principal place of business at 3200 West Pleasant Run Road, Suite 300, Lancaster, TX 75146.

ACCESS SERVICES TARIFF

CHECK SHEET

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

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

* - indicates those pages included with this filing.

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SYMBOLS

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

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

TARIFF FORMAT

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

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the 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 the next higher level:

2.
2.1
2.1.1
2.1.1.A.
2.1.1.A.l.
2.1.1.A.l.(a)

D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new 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., remains 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 sheet is the most current on file with the Commission.

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of access service as defined herein within the State of Arizona by all Arizona operating subsidiaries or affiliates of Hypercube Telecom, LLC (hereinafter collectively "The Company").

APPLICABILITY OF REGULATIONS

The following Regulations are applicable to all of the Company's services, unless expressly noted otherwise.

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff for the Access Services of this Company are defined below.

Access Code: A uniform seven digit code assigned by a Common carrier to an individual Customer. The seven digit code has the form 950-XXXX or 101XXXX.

Access or Access Service: Services and facilities provided for the origination or termination of any telecommunications.

Access Service Request (ASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: A switching system that provides traffic concentration and distribution function for originating or terminating traffic as an intermediate carrier between other switching facilities that originate or terminate calls to or from an end user.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

Call: An attempt for which the complete address code (e.g., 10 digits) is provided to the serving dial tone office.

Carrier or Common Carrier: Provider of telecommunications services for hire. The term "telecommunications service" as used in this definition shall have the same meaning as used in rules, regulations and orders of the FCC, as amended from time to time.

Central Office: A telephone company switching center.

CMRS: Commercial Mobile Radio Service

Commission: The Arizona Corporation Commission (AZ C.C.).

SECTION 1 – DEFINITIONS, (Cont'd.)

Company: Hypercube Telecom, LLC, issuer of this tariff.

Constructive Order: Delivery of calls to or acceptance of calls from the Company's locations constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's end user of the Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the Customer.

Customer: The person, firm, corporation or other entity which orders the Company's service or receives service including through a Constructive Order and is responsible for the payment of charges and for compliance with the Company's tariff regulations. The Customer could be an interexchange carrier, a local exchange carrier, a wireless provider, or any other carrier that operates in the state.

8XX Data Base Access Service: The term "8XX Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used.

End User: Any customer of a telecommunications service that is not a carrier except that a carrier other than a telephone company shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller. The term "telecommunications service" as used in this definition shall have the same meaning as used in rules, regulations and orders of the FCC, as amended from time to time.

Exchange Carrier: Any person, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

SECTION 1 – DEFINITIONS, (Cont'd.)

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.

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any person, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

InterMTA (Major Trading Area): For purposes of this tariff, InterMTA refers to telecommunications traffic exchanged between a LEC and a CMRS, PCS or Wireless provider that originates and terminates in different Major Trading Areas as used by the FCC to define coverage for certain services.

Interstate: The regulatory jurisdiction of services used for communications between locations located in different states within the United States or between one or more location in the United States and one or more international locations.

IntraMTA (Major Trading Areas): For purposes of this tariff, IntraMTA refers to telecommunications traffic exchanged between a LEC and a CMRS, PCS or Wireless provider that originates or terminates within the same Major Trading Area as used by the FCC to define coverage for certain services.

Intrastate: The regulatory jurisdiction of services for communications between locations within the same state or services which are not jurisdictionally interstate.

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 for the provision and administration of communications services.

Local Switching Center: The switching center where telephone exchange service station channels are terminated for purposes of interconnection to each other and to interoffice trunks.

SECTION 1 – DEFINITIONS, (Cont'd.)

Meet Point Billing: The arrangement through which multiple exchange carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each exchange carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff.

Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's network.

Nonrecurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Out of Band Signaling: An exchange access signaling feature which allows Customers to exchange call control and signaling information over a communications path which is separate from the message path.

Percent Interstate Usage (PIU): The proportion of switched access minutes of use allocated to the interstate jurisdiction.

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's network.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

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

SECTION 1 – DEFINITIONS, (Cont'd.)

Service Order: The written request for the Company's services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): The Common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Switched Access Service: Access to the switched network of an exchange carrier for the purpose of originating or terminating communications.

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

VoIP Provider: Any person association, corporation, governmental agency or any other entity that is providing voice over internet protocol.

Wireless Provider: Any carrier authorized to operate as a provider of cellular, personal communications, paging CMRS or any other form of wireless transmission.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company services offered pursuant to this tariff are furnished for Switched Access Service. The Company may offer these services over its own or resold facilities.

The Company installs, operates, and maintains the communications services provided herein 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 as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service agreement.

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

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 the Company's 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's facilities as well as facilities the Company may obtain from other carriers from time to time, to furnish service as required at the sole discretion of the Company.

C. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.1.3 Terms and Conditions

A. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.

B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.1.3 Terms and Conditions, (Cont'd.)

C. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.D below.

D. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

E. A Customer that uses access services provided by the Company without submitting an actual order will be presumed to have ordered access services by using said services and providing to its retail end users services that could not be provided without the use of access services.

F. In any action between the parties to enforce any provision of this tariff, the Company shall be entitled to recover its legal fees and court costs from the Customer in addition to other relief a court may award when it is the prevailing party.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.1.4 Liability of the Company

A. The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

B. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.

C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

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

D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common carriers.

E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

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

G. The Company shall not be liable for any defacement of or damage to the Customer's premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees' of the Company.

H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

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

I. The Company shall be indemnified and held harmless by the end user against any claim, loss or damage arising from the end user's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the end user's own communications; patent infringement claims arising from the end user's combining or connecting the service offered by the Company with facilities or equipment furnished by the end user of another interexchange carrier; or all other claims arising out of any act or omission of the end user in connection with any service provided pursuant to this tariff.

J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

K. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.

L. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or service which are interconnected with Company services.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

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

M. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and end user shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, 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, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

N. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

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 with reasonable notification of service-affecting activities within its control 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 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's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer's premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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. Notwithstanding the above, 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;

2. the reception of signals by Customer-provided equipment; or

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

G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.1.7 Non-routine Installation

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

2.1.8 Special Construction

Subject to the arrangement 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 and characterized by one or more of the following:

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. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;

D. where facilities are requested in a quantity greater than that which the Company would normally construct;

E. where installation is on an expedited basis;

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.1.8 Special Construction, (Cont'd.)

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

G. installation involving abnormal costs; or

H. in advance of its normal construction schedules.

Special construction charges for Switched Access Service will be determined on an individual case basis.

2.1.9 Ownership of Facilities

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

2.2 Prohibited Uses

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

2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.

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

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

A. the payment of all applicable charges pursuant to this tariff. For the avoidance of doubt and notwithstanding any other provision in this tariff or other Customer service agreement or arrangement, including but not limited to Meet Point Billing arrangements, in addition to service charges imposed by Company for the service, the Customer shall be responsible for and shall reimburse the Company for any and all charges, fees, assessments of any kind or nature, including but not limited to interstate and intrastate switched access charges, imposed by any third party (collectively "Third Party Charges") upon Company relating to usage incurred by the Customer in connection with the Services. The Customer hereby indemnifies Company for all Third Party Charges and agrees to defend and hold Company harmless for all damages, losses, claims or judgments arising out any Third Party Charges;

B. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;

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 Customer's premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.1 The Customer shall be responsible for:, (Cont'd.)

D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access 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 above. Any 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 owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

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

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's premises or the rights-of-way for which Customer is responsible obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer's premises 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; and

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

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for:

A any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;

B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.3 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service or uses Access Service based upon a Constructive Order, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. Until a revised report is received as set forth herein, credible whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic. Interstate or intrastate call jurisdiction shall be determined, on a per call basis, based on the originating and terminating information available to the Company. The originating network should, per ATIS-300011 (SS7) or RFC5503 (SIP), provide originating jurisdictional information in the form of Jurisdiction Information Parameter Code ("JIP"). Except as otherwise specified herein, the Company will utilize the procedure for determining call jurisdiction as set forth in the following progressive protocol:

Protocol Step 1: For calls emanating from the Customer, including calls that transit the Customer's network without actually originating there, the JIP shall be properly and accurately populated by the Customer and used by the Company to determine call jurisdiction.

Protocol Step 2: For calls emanating from the Customer when the JIP is not properly and accurately populated or is otherwise unavailable, the Company shall use the post-dip LRN (Local Routing Number) of the calling party's NPA-NXX.

Protocol Step 3: For calls emanating from the Customer when the NPA-NXX is indeterminate (such as an originating 8YY TN) and the Company is directly connected to a licensed carrier's class 5 switching office (or equivalent), pursuant to ATIS-300011 the Company shall populate the JIP based on the LRN of the Trunk Group associated with the switching center itself.

Protocol Step 4: When a reliable LRN is unavailable, and/or the Interconnection is indirect, gatewayed or aggregated traffic from multiple offices, the Company shall utilize the Customer-reported PIU pursuant to this tariff to determine call jurisdiction.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.3 Jurisdictional Reporting, (Cont'd.)

Protocol Step 5: When no reported PIU is available, or when the jurisdiction of the call cannot otherwise be determined through the progressive protocol steps set forth above, the Company shall apply a default PIU of 50 percent, meaning that 50 percent of the traffic shall be billed at interstate rates and the remaining 50 percent of the traffic shall be billed at intrastate rates.

A. Originating Access: Originating access minutes include only traffic originating from the Company Local Switching Center(s).

B. Terminating Access: Feature Group D Switched Access Service(s) is for traffic terminating to the Company's network, users or gateways.

C. Toll Free (8XX) Originating Access: Toll Free (8XX) Originating Access is for 8XX traffic that is switched by the Company's switches and originated by an end user of an exchange carrier.

D. Any Customer-reported PIU factor that is accepted and utilized by the Company to determine call jurisdiction shall continue to be utilized by the Company until the Customer reports a different projected PIU factor, as set forth below.

E. Effective on the first of January, April, July and October of each year the Customer should update its interstate and intrastate jurisdictional report. The Customer should forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company. The revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. No prorating or back billing will be done based upon the report. If the Customer does not supply the reports for those services as requested, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the protocol shown above.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.3 Jurisdictional Reporting, (Cont'd.)

F. Jurisdictional Reports Verification: For switched access service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor or jurisdictional information. The Customer will supply the data within 30 days of the Company request.

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm.

G. For switched access services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to require the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall upon ordering service, and quarterly thereafter, report the percentage of interstate use and such report will be used for billing purposes until the Customer reports a different projected interstate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected interstate percentage for each service arranged for interstate use. The revised report will serve as the basis for future billing and will be effective on the next bill date. No prorating or back billing will be done based on the report.

The Company may request detailed information in support of the projected interstate percentage reported annually and retains the right to retroactively adjust the Customer's most recent bills covering the preceding eleven months if a substantial discrepancy is found to exist. If an audit of the reported percentages reveals a substantial deviation from the Customer's previously reported PIU for the period upon which audit was based, the call detail records may be requested more than once annually.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.4 Jurisdictional Audits

A. The Customer shall keep sufficient detail from which the percentages of interstate and intrastate intraLATA use reported to the Company can be verified and upon request of the Company make such records available for inspection and audit. The Customer must maintain these records for 24 months from the date the report became effective for billing purposes.

B. Initiation of an audit will be at the sole discretion of the Company. An audit may be initiated by the Company for a single Customer no more than once per year. The Customer shall supply required data within 30 calendar days of the Company request.

C. In the event that an audit reveals that any Customer reported PIU or PLU was incorrect, the Company shall apply the audit result to all usage affected by the audit. The Customer shall be back billed for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Back billed amounts are subject to a late payment penalty and payment shall be made in immediately available funds, within 31 days from receipt of bill or by the following bill date, whichever is shorter period.

D. Should an audit reveal that the misreported percentage(s) of use has resulted in an underpayment of Access charges to the Company of five percent or more the total switched Access Services bill, the Customer shall reimburse the Company for the cost of the audit. Proof of cost shall be the bills, in reasonable detail submitted to the Company by the auditor.

E. Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the Customer to receive such results.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer's premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded ~~the opportunity~~ to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.4.2 Station Equipment (Cont.)

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

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 Access Services and the Channels, facilities, or equipment of others shall be provided at the Customers expense.

B. Access 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 which are applicable to such connections.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.4.4 Inspections

A. Upon reasonable notification of the Customer, and at reasonable times, 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.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

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. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Authorized Users. The Customer must pay the Company for all services provided regardless of whether the Customer submitted an order to the Company to provide such services. Restrictive endorsements or statements on checks accepted by the Company will not be binding upon the Company.

A. Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, 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 Access Services. All such taxes shall be separately designated on the Company's invoices.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges

A. Unless otherwise specified herein, bills are due and payable upon receipt.

B. The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued during the preceding billing period. Any known unbilled charges for prior periods and any known adjustments also will be applied to the current bill.

C. Nonrecurring Charges are due and payable within 30 days after the invoice date.

D. The Company shall present invoices for all charges monthly to the Customer.

E. Amounts not paid within 30 days after the date of invoice will be considered past due. The Company will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds 30 days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

F. If the Customer does not provide remittance advice with its payments, payments will be applied to outstanding charges in the following order: 1) the oldest to the most recent late payment charges, 2) the oldest to the most recent outstanding intrastate charges, and finally to 3) the oldest to most recent outstanding interstate charges.

G. If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

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

H. The Customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedures.

I. Any disputed charges must be paid when due. After the dispute is settled, the Customer will be credited with any payments in excess of those actually due the Company. The Company will also remit interest for all such credited amounts. Interest will be paid at the rate required by the Commission for Customer deposits.

2.5.3 Refusal and Discontinuance of Service

A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer, discontinue or suspend service without incurring any liability. The Company may deliver such notice via electronic mail, facsimile, regular mail or certified mail.

B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 10 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

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

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

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service, (Cont'd.)

E. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B above, 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.

F. The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:

1. immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.3.F.l. (a-e), if

(a) the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or

(b) the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common carrier communications services, or its planned use of the Company's service(s); or

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service, (Cont'd.)

F. (Cont'd.)

1. (Cont'd.)

(c) the Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.3.A above, or

(d) the Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed or used; or

(e) the Customer uses, or attempts or use, service with the intent to avoid payment, either in whole or in part, of the tariff charges for the service by:

1) using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff, or

2) using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

3) by delivering calls to or accepting calls from the Company's locations over Company switched local exchange services; or

4) continuing to have Company end users presubscribed to the Customer; or

5) any other fraudulent means or devices; or

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service, (Cont'd.)

F. (Cont'd.)

2. upon ten (10) days written notice to the Customer of any sum thirty (30) days past due;

3. upon ten (10) days: written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.3.A, above; or

4. seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

G. in the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.5.4 Cancellation of Application for Service

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

The special charges described will be calculated and applied on a case-by-case basis.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.6 Allowances for Interruptions in Service

2.6.1 Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer will be credited to the Customer as set forth in 2.6.5 for the part of the service that the interruption affects.

2.6.2 The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to the Company. A Service Outage ends when the affected circuit and/or associated the Company equipment is fully operational in accordance with the technical specifications.

2.6.3 Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which the Company is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (v) inability to gain access to the IXC's equipment; and (vi) due to mutually agreed upon maintenance and repair.

2.6.4 Credit Allowances received by the Company from the LEC for Off-Net facility outages which affects the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.6.5 Limitations on Allowances

No credit allowance will be made for:

A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, or other common carrier providing service connected to the service of Company;

B. interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other common carriers connected to the Company's facilities;

C. interruptions due to the failure or malfunction of non-Company equipment;

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

E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

F. interruptions of service 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. interruption of service due to circumstances or causes beyond the control of the Company.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.7 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 (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

2.8 Notices and Communications

2.8.1 Delivery of calls to or acceptance of calls from the Company's locations over Company-switched exchange services constitutes an order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's end user of the Customer as the presubscribed IXC constitutes an order of switched access by the Customer. In these cases, an invoice will be the first communication from the Company to the Customer. In other instances a Service Order may be used.

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

2.8.3 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 the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.

2.8.4 All notices or other communications required to be given pursuant to this tariff shall 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 deposit 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.

2.8.5 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.)

2.9 Meet Point Billing

2.9.1 Meet Point Billing applies when more than one exchange carrier is involved in the provision of access service. All recurring and nonrecurring charges for services provided by each exchange carrier are billed under each company's applicable rates as set forth below.

2.9.2 The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

SECTION 3 - SWITCHED ACCESS SERVICE

3.1 General

3.1.1 Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer and an end user. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an end user to a Customer, and to terminate calls from a Customer to an end user.

3.1.2 Switched Access Service is available when originating or terminating calls from or to an end user.

3.2 Provision and Description of Switched Access Service Arrangements

3.2.1 Switched Access

Switched Access is provisioned at the DS-1 level and provides trunk-side access to switching center switches, for the Customer's use in originating and terminating communications. Switched Access service is provided with Multi-Frequency in Band Signaling (SS7 is also available, where capabilities exist).

All traffic is routed to and from the Company's switching center via direct trunking or via an alternative route when direct trunking has not been arranged. Delivery of calls to, or acceptance of calls from, the Company's locations over Company-switched exchange services shall constitute an agreement by the Customer to purchase switched access services as described herein. The Company reserves the right to require the Customer to submit an ASR for switched access.

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

3.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)

3.2.2 Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality.

3.2.3 Call Types

The following Switched Access Service call types are available:

A. Originating Switched Access
B. Originating Toll Free (8XX) Switched Access
C. Terminating Switched Access

3.2.4 Originating Switched Access

The access code for Switched Access switching is a uniform access code of the form 1+ or 011+ or 101XXXX. For 101XXXX dialing a single access code will be the assigned number of all Switched Access provided to the Customer by a common carrier. When the access code is used, Switched Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end of dialing digit (11) for cut-through access to the Customer's premises. The Company will provide originating routing information access consistent with dialing parity obligations.

Originating Switched Access is assessed for each access minute of use.

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

3.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)

3.2.5 Originating Toll Free (*XX) Access

A. Originating Toll Free (*XX) Access includes the delivery of 8XX traffic that is initiated by a carrier's or Wireless Provider's end user and is delivered from the carrier's end office or a CMRS Mobile Telephone Switching Office to the Company switch and then to a Customer. The Company will charge for all elements of service that it provides in routing such traffic.

B. 8XX Data Base Access Service is a service offering utilizing originating trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an end user, the Company will utilize the Signaling System 7 (SS7) network to query an 8XX data base to identify the Customer to whom the call will be delivered and provide vertical features based on the dialed ten digits. The call will then be routed to the identified Customer over FGD switched access. The 800 series includes the following service access codes: 800, 888, 877, 866, 855, 844, 833 and 822.

3.2.6 Terminating Switched Access

Switched Access, when used in the terminating direction, may only be used to access end users who are connected to the Company. Calls in the terminating direction will not be completed to 950-0XXX or 950-1XXX access codes, local operator assistance (0-and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 101XXXX access codes.

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

3.3 Reports and Testing

3.3.1 Design Layout Report: At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

3.3.2 Acceptance Testing: At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.

SECTION 4 - SWITCHED ACCESS RATES AND CHARGES

4.1 General

This section contains the specific regulations governing the rates and charges that apply to Switched Access Services:

4.1.1 There are three types of rates and charges that apply to Switched Access Service:

A. Nonrecurring Charges: One-time charges that apply for a specific work activity.

B. Recurring Charges: Fixed charges apply each month and depend on the number and type of facilities in place.

C. Usage Charges: Charges that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

SECTION 4 – SWITCHED ACCESS RATES AND CHARGES, (Cont'd.)

4.2 Rate Categories

The following rate categories apply to Switched Access Services.

4.2.1 Switched Transport

The Switched Transport rate category includes the charges related to the transmission and termination of facilities between the Customer designated premises (Point of Presence) and Company's access tandem, and between the Company's access tandem, and the end office switch(es) where the Customer's traffic is switched to originate or terminate the Customer's communications.

Switched Transport may incorporate a dedicated or common path between the Customer's Point of Presence and the Company's switch or a common transmission path from exchange carrier(s) switch(es) connected to the Company's switch. The charges that apply, where applicable, to Switched Transport include Tandem Switching, Tandem Common Trunk Port, Tandem Multiplexing, Tandem Switched Transport – Termination, and Tandem Switched Transport – Facility.

The Tandem Switching rate element applies to the function of switching call traffic between interconnecting carrier switches. The Tandem Switching rate applies when the Company routes originating or terminating traffic between a Customer and another carrier's end office switch or its equivalent. Where access traffic is routed directly between a carrier Customer and an end user, the Company will also function as an end office provider rather than just an access tandem provider.

SECTION 4 – SWITCHED ACCESS RATES AND CHARGES, (Cont'd.)

4.2 Rate Categories, (Cont'd.)

4.2.1 Switched Transport, (Cont'd.)

The Tandem Common Trunk Port element applies to the termination of Common Transport trunk facilities at the Tandem office. The Tandem Common Trunk Port rate is assessed on a per minute of use basis for all originating and terminating access minutes utilizing tandem routing functions.

Tandem Multiplexing allows Customers to interconnect facilities of one capacity or bandwidth with access tandems to facilities of a different capacity or bandwidth from that of the interconnecting facility. The Tandem Multiplexing rate will be assessed to all minutes of use between the Company's tandem and the Customer's Point of Presence.

4.2.2 Local Switching

Local Switching is provided when a call is originated or terminated using the Company's local exchange services. The Local Switching rate category includes the charges related to the use of end office switching equipment, the terminations in the office of lines; the terminations of calls at Intercept Operators or recordings; the Signaling Transfer Point (STP) functions; and the SS7 signaling function between the switching office and the STP.

SECTION 4 – SWITCHED ACCESS RATES AND CHARGES, (Cont'd.)

4.2 Rate Categories, (Cont'd.)

4.2.3 Toll Free (8XX) Data Base Query

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

A Basic or Vertical Feature Query charge is assessed for each completed query returned from the data base identifying the Customer to whom the call will be delivered whether or not the actual call is delivered to the Customer.

A. The Basic Query provides the identification of the Customer to whom the call will be delivered and includes area of service routing which allows routing of 800 series calls by telephone companies to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates.

B. The Vertical Feature Query provides the same Customer identification as the basic query and vertical features which may include: (1) call validation, (ensuring that calls originate from subscribed service areas); (2) POTS translation of 800 series numbers; (3) alternate POTS translation (which allows subscribers to vary the routing of 800 series calls based on factors such as time of day, place or origination of the call, etc.); and (4) multiple carrier routing (which allows subscribers to route to different carriers based on factors similar to those in (3)). The Vertical Feature charge will be assessed for each feature used on a call.

4.2.4 Carrier Common Line

Carrier Common Line Access is provided where the Customer uses Company line side or trunk side Switched Access Service under this Tariff.

4.2.5 Switched Access Optional Features

Other Switched Access Optional Features may be available on an Individual Case Basis (ICB).

SECTION 4 – SWITCHED ACCESS RATES AND CHARGES, (Cont'd.)

4.3 Billing of Access Minutes

4.3.1 When recording originating calls over Switched Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over Switched Access ends when the originating Switched Access entry switch receives disconnect supervision from either the originating end user's Local Switching Center (indicating that the originating end user has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

4.3.2 For terminating calls over Switched Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over Switched Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

4.3.3 When recording originating calls over Switched Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating Switched Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

4.3.4 For terminating calls over Switched Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating end user. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating Switched Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

SECTION 4 – SWITCHED ACCESS RATES AND CHARGES, (Cont'd.)

4.4 Rates and Charges

4.4.1 Switched Transport – Originating and Terminating

A. Maximum Rates

Competing ILEC	Tandem Switched Transport	Per Access Minute of Use: Tandem Switched Transport Per Mile	Access Tandem Switching	Multiplexing	Common Trunk Port
Qwest Areas	$0.0007650	$0.0000690	$0.0150000	$0.000411	$0.0039000
Other ILEC Areas	$0.0294600	$0.0026800	*Not applicable	*Not applicable	*Not applicable

B. Current Rates

Competing ILEC	Tandem Switched Transport	Per Access Minute of Use: Tandem Switched Transport Per Mile	Access Tandem Switching	Multiplexing	Common Trunk Port
Qwest Areas	$0.0002550	$0.0000230	$0.0050000	$0.0001370	$0.0013000
Other ILEC Areas	$0.0098200	$0.0013400	*Not applicable	*Not applicable	*Not applicable

* Uses aggregated Tandem Switched Transport – Termination and Tandem Switched Transport Facility in lieu of these components.

SECTION 4 - SWITCHED ACCESS RATES AND CHARGES, (Cont'd.)

4.4 Rates and Charges, (Cont'd.)

4.4.2 Local Switching – Originating & Terminating

A. Maximum Rates

Competing ILEC	Per Access Minute of Use
Qwest Areas	$0.0488100
Other ILEC Areas	$0.0514200

B. Current Rates

Competing ILEC	Per Access Minute of Use
Qwest Areas	$0.0162700
Other ILEC Areas	$0.0171400

4.4.3 Toll Free (8XX) Data Base Access Service Queries

A. Maximum Rates

	Per Query
Basic	$0.0225
Vertical Feature	$0.0240

B. Current Rates

	Per Query
Basic	$0.0075
Vertical Feature	$0.0080

SECTION 4 - SWITCHED ACCESS RATES AND CHARGES, (Cont'd.)

4.4 Rates and Charges, (Cont'd.)

4.4.4 Carrier Common Line

A. Maximum Rates

	Per Access Minute of Use	
Competing ILEC	Originating	Terminating
Qwest Areas	$0.0581100	$0.1445100
Other ILEC Areas	$0.0581100	$0.1445100

B. Current Rates

	Per Access Minute of Use	
Competing ILEC	Originating	Terminating
Qwest Areas	$0.0000000	$0.0000000
Other ILEC Areas	$0.0193700	$0.0481700

4.4.5 Switched Access Optional Features

All Switched Access Optional Features are offered on an Individual Case Basis (ICB).

SECTION 5 - CONTRACTS AND INDIVIDUAL CASE BASIS ARRANGEMENTS

5.1 Contracts

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.

5.2 Individual Case Basis Arrangements

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

Tariff Schedule Applicable to

Resold and Facilities-Based

Intrastate Interexchange Services

Furnished by

Hypercube Telecom, LLC

Between Points Within the State of Arizona

This tariff contains the descriptions, regulations and rates applicable to the furnishing of resold and facilities based intrastate interexchange services for telecommunications services provided by Hypercube Telecom, LLC within the State of Arizona. This tariff is on file with the Arizona Corporation Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 3200 West Pleasant Run Road, Suite 300, Lancaster, Texas 75146.

CHECK PAGE

The Pages are effective as of the date shown. Revised pages as named below contain all changes from the original tariff that are in effect on the date thereof.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
Title	Original	*	26	Original	*		
1	Original	*	27	Original	*		
2	Original	*	28	Original	*		
3	Original	*	29	Original	*		
4	Original	*	30	Original	*		
5	Original	*	31	Original	*		
6	Original	*	32	Original	*		
7	Original	*	33	Original	*		
8	Original	*	34	Original	*		
9	Original	*	35	Original	*		
10	Original	*	36	Original	*		
11	Original	*	37	Original	*		
12	Original	*	38	Original	*		
13	Original	*	39	Original	*		
14	Original	*	40	Original	*		
15	Original	*	41	Original	*		
16	Original	*					
17	Original	*					
18	Original	*					
19	Original	*					
20	Original	*					
21	Original	*					
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* Indicates pages included in this filing.

OTHER CARRIERS

None

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS

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

C - To signify changed regulation or rate structure.

D - To signify discontinued rate or regulation.

I - To signify an increased rate.

M - To signify a move in the location of text.

N - To signify a new rate or regulation.

R - To signify a reduced rate.

S - To signify reissued material.

T - To signify a change in text but no change in rate or regulation.

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.

C. Paragraph Numbering - There are various 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).

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. remains 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

Certain terms used generally throughout this tariff are described below.

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

Company – Hypercube Telecom, LLC, the issuer of this tariff.

Customer: The person, firm, corporation or other entity which orders the Company's service or receives service including through a Constructive Order and is responsible for the payment of charges and for compliance with the Company's tariff regulations. The Customer could be an interexchange carrier, a local exchange carrier, a wireless provider, or any other carrier that operates in the state.

End User: Any customer of a telecommunications service that is not a carrier except that a carrier shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller. The term "telecommunications service" as used in this definition shall have the same meaning as used in rules, regulations and orders of the FCC, as amended from time to time.

Exchange Carrier: Any person, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any person, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

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.

SECTION 1 - DEFINITIONS, (Cont'd.)

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

Service Commencement Date - The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customers 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. The Company and the Customer may mutually agree on a substitute Service Commencement Date.

Service Order - The written request for communications services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

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

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Application

A. This tariff applies to intrastate interexchange telecommunications services furnished by the Company to Customers within the State of Arizona in accordance with the conditions set forth below. This tariff applies only for the use of the Company's services for communications between and among points within the State of Arizona. These services may be provided in conjunction with the Company's interstate telecommunications services which are provided under the Company's Federal tariff.

B. Services offered under this tariff are not offered for the purpose of completing calls between two points within the same local calling area or metropolitan exchange area, as defined in the tariffs of the Local Exchange Telecommunications Company or Companies serving those points.

C. Presubscribed services are provided from all converted equal access end offices within the State of Arizona where the Company has a Point of Presence (POP) within the LATAs.

D. Services provided by the Company under this tariff are offered only to non-residential (e.g., business or commercial) Customers.

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

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

2.1.2 Scope

The Company undertakes to furnish intrastate interexchange communications services in accordance with the terms and conditions set forth in this tariff.

2.1.3 Shortage of Facilities

All service is subject to the availability of suitable facilities. 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.

2.1.4 Terms and Conditions

A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

B. 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.

C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the current rates unless terminated by either party upon 5 days advance written 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.

D. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

E. This tariff shall be interpreted and governed by the laws of the State of Arizona without regard for its choice of laws provision.

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

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

2.1.5 Liability of the Company

A. Except as otherwise stated in this tariff, the liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.8. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer as a result of any Company service, equipment or facilities, or any acts or omissions or negligence of the Company's employees or agents.

B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way materials, or strikes, lock-outs, work stoppages, or other labor difficulties.

C. The Company shall not be liable for (a) any act or omission of any entity furnishing to the Company or to the Company's Customers' facilities or equipment used for interconnection with the Company's services; or (b) for the acts or omissions of common carriers or warehousemen.

D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of equipment or facilities provided by the Customer or third parties.

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

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

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

E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

F. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees.

G. The Company shall be indemnified, defended and held harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, invasion of privacy or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's facilities.

H. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services in the month in which the event giving rise to the liability occurred. No action or proceeding against the Company shall be commenced more than one year after the event giving rise to the liability occurred.

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

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

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

I. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

J. The Company shall indemnify, defend, and hold harmless the Customer from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for any injury to persons or property, and any interruption of, interference to, or other defect in any service provided by the Company to any third party, if such injury, interruption, interference, or other defect was not caused by any negligent or intentional act or omission of the Customer or any of its officers, employees, agents, invitees, or contractors.

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

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

2.1.6 Provision of Equipment and Facilities

A. Except as otherwise indicated, Customer-provided station equipment 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. 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 Customer-provided equipment or for the quality of, or defects in, such transmission; or

2. the reception of signals by Customer-provided equipment; or

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

2.1.7 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its 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 for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require applicants for service who intend to use the Company's 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.

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

2.2.4 A Customer or end 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 communication services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring 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 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 gross 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.

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.

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

2.4 Customer Equipment and Channels

2.4.1 Interconnection of Facilities

A. Interconnection between Customer-provided and Company-provided service must be made by the Customer's purchase of dedicated access lines or through the use of switched access service.

B. 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.

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

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

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 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 the protective requirements in connection with Customer-provided equipment 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 by registered mail, in writing, of the need for protective action. In the event that the Customer fails to advise the Company within 10 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 the suspension of service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to one month of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring 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.

2.6 Customer Deposits

The Company does not require Customer deposits.

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

2.7 Payment Arrangements

2.7.1 Payment for Service

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

A. Taxes

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its end users. The Customer must pay the Company for all services provided regardless of whether the Customer submitted an order to the Company to provide such services. Restrictive endorsements or statements on checks accepted by the Company will not be binding upon the Company.

B. Universal Service Contributions

The Company shall recover from the Customer any contributions the Company is required to make as a result of the service provided to the Customer to any state or federal fund established to further universal access, telecommunications relay services, local number portability or similar government sanctioned funding mechanisms. In the event that any of the service provided to the Customer is exempt from such contribution requirements, the Customer shall provide, in a manner requested by the Company, documentation evidencing such exemption.

The Company reserves the right to bill the Arizona Universal Service Fund Surcharge at the rate established by the Commission.

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

2.7 Payment Arrangements, (Cont'd.)

2.7.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or its end users for services and facilities furnished to the Customer by the Company.

A. Nonrecurring charges are due and payable within 30 days after the date of the invoice.

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 30 days after the date of the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.

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 30 days.

D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day 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.)

2.7 Payment Arrangements, (Cont'd.)

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

E. 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 presentment, 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.

F. The Customer will be assessed a charge of twenty-five dollars ($25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.

G. Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.

H. If service is disconnected by the Company in accordance with Section 2.7.3 following and later restored, restoration of service will be subject to all applicable installation charges.

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

2.7 Payment Arrangements, (Cont'd.)

2.7.3 Discontinuance of Service for Cause

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

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

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

D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service for nonpayment of regulated services after 5 days prior written notice without incurring any liability.

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

2.7 Payment Arrangements, (Cont'd.)

2.7.3 Discontinuance of Service for Cause, (Cont'd.)

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

F. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs as set forth in Section 2.10 of this tariff. The Customer will also be responsible for payment of any reconnection charges.

G. Upon the Company's discontinuance of service to the Customer under Section 2.7.3.A or 2.7.3.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 (discounted to present value at six percent).

H. The Customer is responsible for providing adequate access lines to enable the Company to terminate all Toll Free Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate Toll Free Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after 90 days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's Toll Free Service, with 30 days written notice.

2.7.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company verbal or written notice of desire to terminate service. Customers are still responsible for charges incurred up until the point of termination.

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

2.8 Allowances for Interruptions in Service

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

2.8.1 Credit for Interruptions

A. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

B. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly recurring charges specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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

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

2.8.1 Credit for Interruptions, (Cont'd.)

C. A credit allowance will be given for interruptions of 15 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

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

Interruptions of 24 Hours or Less

Length of Interruption	Interruption Period To Be Credited
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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

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

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

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

2.8.2 Limitations on Allowances

No credit allowance will be made for interruptions of service:

A. due to the negligence of, or noncompliance with the provisions of this tariff or contract by the Customer, end user, or other common carrier providing service connected to the service of the Company;

B. due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities, except those carriers providing wholesale services to the Company for the provision of the interrupted service;

C. due to the failure or malfunction of non-Company equipment;

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

E. during a 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. due to circumstances or causes beyond the control of Company; and

H. that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

2.8.3 Cancellation for Service Interruption

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

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

2.9 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.8.1), the Customer agrees to pay to Company any applicable termination liability charges, which are defined in the service offering section of this tariff. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.7.2.

2.10 Customer Liability for Unauthorized Use of Service

2.10.1 Unauthorized Use of the Company's Service

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

2.10.2 Liability for Calling Card Fraud

A. The Customer is liable for the unauthorized use of the Company's service which is obtained through the fraudulent use of a Company issued calling 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 end user(s) authorized by the Customer to place calls using the Company's service and to have the charges for such calls billed to the Customer's account.

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

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

2.10 Customer Liability for Unauthorized Use of Service, (Cont'd.)

2.10.3 Liability for Credit Card Fraud

A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a credit card, provided: (1) the card is an accepted credit card, and (2) the unauthorized use occurs before the Company has been notified.

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.

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

C. The Customer must give the Company written notice that an unauthorized use of the credit card has occurred.

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

2.10 Customer Liability for Unauthorized Use of Service, (Cont'd.)

2.10.4 Liability for Other Unauthorized Use

A. The Customer is responsible for payment of all charges for services furnished to the Customer or to end users authorized by the Customer to use service provided under this tariff. 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.

B. The Customer is liable for all charges incurred as a result of unauthorized use of the Company's service, including incidental and consequential damages. In addition, the Customer is responsible for payment of any charges related to the suspension and/or termination of service and any charges for reconnection of service.

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

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

3.1.1 When Billing Charges Begin and Terminate For Calls

The Customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. when two-way communication, often referred to as "conversation time," is possible). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when either the calling or called party hangs up.

3.1.2 Billing Increments

Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one (1) minute for a connected call. Calls beyond one (1) minute are billed in one (1) minute increments.

3.1.3 Per Call Billing Charges

Billing is rounded up to the nearest penny for each call.

3.1.4 Uncompleted Calls

No charges apply to uncompleted calls.

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.2 Calculation of Distance

Where charges for a service are specified based upon distance, the following rules apply.

3.2.1 Usage charges for all mileage sensitive services are based on the airline distance between the rate 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 applicable rate centers as defined by Telcordia (formerly Bellcore) and on file with the FCC, in the following manner:

3.2.2 The airline distance between any two rate centers is determined as follows:

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 Rate 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 SERVICE, (CONT'D.)

3.3 Service Offerings

3.3.1 Hypercube Long Distance Service (LDS)

A. Description

Hypercube Long Distance Service (LDS) is a telecommunications service which is available for use by Customers twenty-four (24) hours a day. The Customer may originate LDS calls from locations served by the Company, and may terminate to all locations within the State of Arizona. Hypercube Calling Card services are available to Customers of the Company's LDS service subject to the provisions of Sections 3.3.3 and Section 4 of this tariff.

LDS calls are billed in six (6) second increments with an initial billing period of six (6) seconds.

LDS is offered in two variations depending upon the method the Customer employs to gain access to the Company's network for use of the service:

Switched LDS is offered in Feature Group D (FGD) exchanges where the Customer's local telephone lines are presubscribed by the local exchange company to the Company's LDS service, such that "1+" calls are automatically routed to the Company's network.

Dedicated LDS is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer is responsible for all costs and charges associated with the dedicated access facilities.

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Service Offerings, (Cont'd.)

3.3.1 Hypercube Long Distance Service (LDS), (Cont'd.)

B. Commitment Levels and Term Plans

LDS is available on a month to month basis or on an optional 1-, 2-, or 3-year term plan. Discounts off the base rates are available to the Customer according to the commitment level and term plan selected by the Customer. The commitment level is calculated from the monthly total usage generated from the following Company products: shared and dedicated domestic and interstate and intrastate outbound and inbound service, intraLATA, and calling card. Charges such as taxes, late payment fees or other service nonrecurring and monthly recurring charges are not included in the total usage amount calculation.

When the Customer's actual usage falls below the monthly minimum usage commitment, the Customer is required to pay the Company a fee equal to the difference between the Customer's discounted rate and the higher rate associated with the lower volume.

The Customer who terminates a term plan in the 1st year prior to the term's expiration is required to pay in one lump sum an amount equal to the selected monthly commitment level, times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

The Customer who terminates a term plan in the 2nd or 3rd year prior to the term's expiration is required to pay 35% of the amount equal to the selected monthly commitment level, times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

C. Discounts

The following discounts on per minute base rates for qualifying usage are based on the monthly commitment level and term plan selected by the Customer. These discounts are applicable to the rates found in Section 4 of this tariff.

Term Plan	Discount (per minute)
One Year	$X.XX
Two Years	$X.XX
Three Years	$X.XX

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Service Offerings, (Cont'd.)

3.3.2 Hypercube Toll Free Service

A. Description

Hypercube Toll Free Service is an inbound telecommunications service which permits calls to be completed at the Customer's location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (e.g., 800-NXX-XXXX) which terminates at the Customer's location. Calls may originate from any location within the State of Arizona and may terminate at the Customer's location.

Each Toll Free Service call is billed based on the duration of the call. Each call is billed in six (6) second increments with an initial billing period of six (6) seconds. Usage discounts apply to aggregate monthly interstate and intrastate usage.

Toll Free Service is offered in two variations depending upon the method the Customer employs to access the Company's network for use of the service:

Switched Toll Free service calls are originated via switched or dedicated lines and are terminated via the Customer's local exchange service access line.

Dedicated Toll Free service calls are originated via switched or dedicated lines and are terminated via dedicated access facilities connecting the Customer's premises and the Company's Point of Presence. This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's Point of Presence. The Customer is responsible for all costs and charges associated with the dedicated access facilities.

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Service Offerings, (Cont'd.)

3.3.2 Hypercube Toll Free Service, (Cont'd.)

B. Commitment Levels and Term Plans

Toll Free Service is available on a month to month basis or on an optional 1-, 2-, or 3-year term plan. Discounts off the base rates are available to the Customer according to the commitment level and term plan selected by the Customer. The commitment level is calculated from the monthly total usage generated from the following Company products: shared and dedicated domestic and interstate and intrastate outbound and inbound service, intraLATA, and calling card. Charges such as taxes, late payment fees or other service nonrecurring and monthly recurring charges are not included in the total usage amount calculation.

When the Customer's actual usage falls below the monthly minimum usage commitment, the Customer is required to pay the Company a fee equal to the difference between the Customer's discounted rate and the higher rate associated with the lower volume.

The Customer who terminates a term plan in the 1st year prior to the term's expiration is required to pay in one lump sum an amount equal to the selected monthly commitment level, times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

The Customer who terminates a term plan in the 2nd or 3rd year prior to the term's expiration is required to pay 35% of the amount equal to the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Service Offerings, (Cont'd.)

3.3.2 Hypercube Toll Free Service, (Cont'd.)

C. Discounts

The following discounts on per minute base rates for qualifying usage are based on the monthly commitment level and term plan selected by the Customer. These discounts are applicable to the rates found in Section 4 of this tariff.

Term Plan	Discount (per minute)
One Year	$X.XX
Two Years	$X.XX
Three Years	$X.XX

3.3.3 Miscellaneous Services

A. Hypercube Calling Card Service

Hypercube Calling Card Service is provided to Customers for use when away from their established service location. Access to the service is gained by dialing a Company designated Toll Free access number (800-NXX-XXXX), plus the Customer's Hypercube Calling Card authorization number and the called telephone number.

Beyond these standard features, the Hypercube Calling Card includes the following enhanced features: conference calling, Hypercube Voice Mail access, voice messaging, news and information access and speed dialing. Use of these enhanced features is subject to separate charges. Hypercube Calling Card calls are billed in full minute increments, with a one (1) minute minimum. This service is offered with Peak and Off-Peak pricing. A description of the additional features is as follows:

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Service Offerings, (Cont'd.)

3.3.3 Miscellaneous Services, (Cont'd.)

A. Hypercube Calling Card Service, (Cont'd.)

1. Enhanced Features

Enhanced features are available for use as described below. Enhanced features charges apply in lieu of standard usage charges. Usage charges are billed in six (6) second increments with a one (1) minute minimum.

(a) Conference Calling

Allows the end user to establish a conference call by accessing the conference operator: Charges apply per established line and per minute of usage.

(b) Voice Mail Access

A non-regulated service which enables the end user to access Hypercube Voice Mail and to place return calls without having to hang-up and initiate a new calling card call.

(c) Voice Messaging

A non-regulated service which allows the end user to leave up to a three-minute voice recorded message that is stored for future delivery when the called number is busy or no answer.

(d) News and Information

A non-regulated service which provides access to news, weather, sports, financial information and other features.

(e) Speed Dialing

Allows the end user to access Speed Dialing by programming and storing up to nine frequently dialed numbers.

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Service Offerings, (Cont'd.)

3.3.3 Miscellaneous Services, (Cont'd.)

B. Bill-to-Calling Card (BCC) Service

Bill-to-Calling Card Service allows users of touch-tone telephones connected to the Company's LDS services to charge calls to their local exchange company (LEC) calling card. In addition to standard LDS, the BCC charge, as set forth in Section 4 applies when users complete calls by entering both the called number and their LEC calling card number without the assistance of an operator. For BCC calls to Directory Assistance, the appropriate charges set forth in Section 4 will apply in addition. The Company accepts only LEC calling cards which it can identify as valid and for which it has a billing arrangement in place. Charges for BCC calls will appear on the user's LEC bill.

C. Directory Assistance (DA)

The Company connects LDS Service Customers to Directory Assistance (DA) for a fee as set forth in Section 4. A credit allowance for DA will be provided upon request if the Customer experiences poor transmission quality, is cut off, receives an incorrect telephone number, or misdials the intended DA number (NPA+ 555-1212).

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Service Offerings, (Cont'd.)

3.3.4 Special Promotions

The Company may from time to time engage in special promotional service offerings designed to attract new Customers or to increase existing subscribers' awareness of a particular tariff offering. The Commission will be notified of the starting and ending dates, times, and/or locations of such promotions.

3.3.5 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

SECTION 4 – RATES AND CHARGES

4.1 Hypercube Long Distance Service (LDS)

4.1.1 Usage Rates

	Maximum Per Minute	Current Per Minute
Outbound Switched	$X.XXX	$X.XXX
Outbound Dedicated	$X.XXX	$X.XXX
Inbound Switched	$X.XXX	$X.XXX
Inbound Dedicated	$X.XXX	$X.XXX

4.2 Hypercube Toll Free Service

4.2.1 Usage Rates

	Maximum Per Minute	Current Per Minute
Inbound Switched	$X.XXX	$X.XXX
Inbound Dedicated	$X.XXX	$X.XXX

4.2.2 Recurring and Nonrecurring Rates

A. Nonrecurring Charges

	Maximum	Current
Shared charge, per Toll Free number	$XX.XX	$XX.XX
Dedicated charge, per routing arrangement	$XX.XX	$XX.XX

B. Monthly Recurring Charges

	Maximum	Current
Shared charge, per Toll Free number	$XX.XX	$XX.XX
Dedicated charge, per routing arrangement	$XX.XX	$XX.XX

SECTION 4 – RATES AND CHARGES, (CONT'D.)

4.3 Miscellaneous Services

4.3.1 Hypercube Calling Card Service

A. Standard Usage Charges

	Maximum Per Minute	Current Per Minute
1. Peak/Off-Peak Rate	$X.XX	$X.XX

	Maximum Per Call	Current Per Call
2. Surcharge	$X.XX	$X.XX

	Maximum Per Call	Current Per Call
3. Calling Card Directory Assistance Calls		
(a) Requested Number Charge	$X.XX	$X.XX
(b) Call Completion Charge (per minute)	N/C	N/C

B. Enhanced Feature Charges

	Maximum	Current
1. Conference Calling per established line per minute of usage per line	$X.XX Mon.-Fri. $X.XX Sat.-Sun. $X.XX	$X.XX Mon.-Fri. $X.XX Sat.-Sun. $X.XX
2. Speed Dialing	N/C	N/C

SECTION 4 – RATES AND CHARGES, (CONT'D.)

4.3 Miscellaneous Services, (Cont'd.)

4.3.2 Billed to Calling Card Service

	Maximum	Current
BCC Charge, per call	$X.XX	$X.XX

4.3.3 Directory Assistance

	Maximum	Current
Per call	$X.XX	$X.XX

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO END-USER

TELECOMMUNICATIONS SERVICES WITHIN

THE STATE OF ARIZONA

This tariff contains the descriptions, regulations and rates applicable to the furnishing of local exchange services for telecommunications services to Business Customers provided by Hypercube Telecom, LLC within the State of Arizona. This tariff is on file with the Arizona Corporation Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 3200 West Pleasant Run Road, Suite 300, Lancaster, Texas 75146.

LOCAL EXCHANGE SERVICES

CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
Title	Original	*	31	Original	*	61	Original	*
1	Original	*	32	Original	*	62	Original	*
2	Original	*	33	Original	*	63	Original	*
3	Original	*	34	Original	*	64	Original	*
4	Original	*	35	Original	*	65	Original	*
5	Original	*	36	Original	*	66	Original	*
6	Original	*	37	Original	*	67	Original	*
7	Original	*	38	Original	*	68	Original	*
8	Original	*	39	Original	*	69	Original	*
9	Original	*	40	Original	*	70	Original	*
10	Original	*	41	Original	*	71	Original	*
11	Original	*	42	Original	*	72	Original	*
12	Original	*	43	Original	*	73	Original	*
13	Original	*	44	Original	*	74	Original	*
14	Original	*	45	Original	*	75	Original	*
15	Original	*	46	Original	*	76	Original	*
16	Original	*	47	Original	*			
17	Original	*	48	Original	*			
18	Original	*	49	Original	*			
19	Original	*	50	Original	*			
20	Original	*	51	Original	*			
21	Original	*	52	Original	*			
22	Original	*	53	Original	*			
23	Original	*	54	Original	*			
24	Original	*	55	Original	*			
25	Original	*	56	Original	*			
26	Original	*	57	Original	*			
27	Original	*	58	Original	*			
28	Original	*	59	Original	*			
29	Original	*	60	Original	*			
30	Original	*						

* - indicates those pages included with this filing

TARIFF FORMAT

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

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the 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 the next higher level:

2.
2.1
2.1.1
2.1.1.A.
2.1.1.A.l.
2.1.1.A.l.(a)

D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new 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., remains 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 sheet is the most current on file with the Commission.

SYMBOLS

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

(C) - To signify changes regulation.

(D) - To signify discontinued rate or regulation.

(I) - To signify increased rate.

(M) - To signify a move in the location of text.

(N) - To signify new rate or regulation.

(R) - To signify reduced rate.

(S) - To signify reissued matter.

(T) - To signify a change in text but no change in rate or regulation.

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate telecommunications services to Business Customers by Hypercube Telecom, LLC, hereinafter referred to as the "Company", to Customers within the State of Arizona.

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

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

Communication Services - The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Company - Hypercube Telecom, LLC, the issuer of this tariff.

Customer: The person, firm, corporation or other entity which orders the Company's service or receives service including through a Constructive Order and is responsible for the payment of charges and for compliance with the Company's tariff regulations. The Customer could be an interexchange carrier, a local exchange carrier, a wireless provider, or any other carrier that operates in the state.

Direct Inward Dialing (or "DID") - A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

DID Trunk - A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

Direct Outward Dial (or "DOD") - A service attribute that allows individual station users to access and dial outside numbers directly.

SECTION 1 – DEFINITIONS, (CONT'D.)

End User: Any customer of a telecommunications service that is not a carrier except that a carrier shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller. The term "telecommunications service" as used in this definition shall have the same meaning as used in rules, regulations and orders of the FCC, as amended from time to time.

Exchange Carrier: Any person, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Fiber Optic Cable - A thin filament of glass with a protective outer coating through which a light beam carries communications. Signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy.

Interexchange Carrier (IXC) - Any long distance telephone carriers authorized by the Commission to provide long distance, interLATA telecommunications service, but not local exchange services, within the state borders.

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.

Local Exchange Carrier or ("LEC") - Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

SECTION 1 – DEFINITIONS, (CONT'D.)

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

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 that 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. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order - The written request for services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

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

SECTION 2 – 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.

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

2.1.2 Shortage of Equipment or Facilities

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

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

SECTION 2 – 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 one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

B. 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.

C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written 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 – REGULATIONS, (CONT'D.)

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

2.1.3 Terms and Conditions, (Cont'd.)

E. Service may be terminated 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.

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

G. No other telephone company may 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.

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

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.1.4 Liability of the Company

A. The liability of the Company for damages arising out of 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 arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

SECTION 2 – REGULATIONS, (CONT'D.)

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

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

C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.

D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnities and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

SECTION 2 – REGULATIONS, (CONT'D.)

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

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

F. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees.

G. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

H. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

I. Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this tariff. The obligation of the Company to provide service is dependent upon its ability to procure, construct and maintain facilities that are required to meet the Customer's order for service. The Company will make all reasonable efforts to secure the necessary facilities. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities, as well as the facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company. Where all of the necessary facilities are no longer available on a continuing basis or can no longer meet the Company's intended service quality levels on a twenty-four (24) hours per day, seven (7) days per week basis, the Company shall provide written notice to the Customer of the need to transition off of the Company's service. Such written notice shall, where possible, offer a continuation of Company service for no more than thirty (30) additional days.

I. 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.

SECTION 2 – 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 with 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 – 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 to the Customer without advance notification.

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 by the Company.

SECTION 2 – REGULATIONS, (CONT'D.)

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

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

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

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

SECTION 2 – 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 agents or contractors.

SECTION 2 – 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 with respect to which Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer.

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

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

2.2.4 A Customer or end user may not assign, or transfer in any manner, the service or any rights associated with the Company's 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 nonrecurring installation charges as stated in this tariff will apply.

SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

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

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

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.3.1 General, (Cont'd.)

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;

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

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.3.1 General, (Cont'd.)

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 the Company's equipment or facilities; and

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

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.3.2 Claims

With respect to any service or facility provided by the Company, 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:

A. any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

SECTION 2 – REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

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

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

SECTION 2 – 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 the Company's services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

B. The Company's 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 Customer-provided wiring shall be installed and maintained in compliance with those regulations.

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

SECTION 2 – 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 below 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 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its end users. The Customer must pay the Company for all services provided regardless of whether the Customer submitted an order to the Company to provide such services. Restrictive endorsements or statements on checks accepted by the Company will not be binding upon the Company.

A. Taxes

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

B. Universal Service Contributions

The Company shall recover from the Customer any contributions the Company is required to make as a result of the service provided to the Customer to any state or federal fund established to further universal access, telecommunications relay services, local number portability or similar government sanctioned funding mechanisms. In the event that any of the service provided to the Customer is exempt from such contribution requirements, the Customer shall provide, in a manner requested by the Company, documentation evidencing such exemption.

The Company reserves the right to bill the Arizona Universal Service Fund Surcharge at the rate established by the Commission.

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges

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

B. The Company shall present invoices for monthly recurring charges to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. 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 30 days.

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

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

D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds that are not immediately available, 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 the lesser of the highest percentage allowable by the Arizona Corporation Commission or a late factor of 1.5% per month.

F. The Customer will be assessed a charge of twenty-five dollars ($25.00) for each check submitted by the Customer to the Company that a financial institution refused to honor.

G. The Customer has up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.

H. If service is disconnected by the Company in accordance with Section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges.

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Advance Payments

To safeguard its interests, the Company may require the Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring 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 nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. However, the amount of the advance payment in addition to any additional required deposits, as set forth in Section 2.5.4, shall not exceed 2 and one half times the amount of the Customer's monthly charges. 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 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.4 Deposits

The Company does not collect deposits.

2.5.5 Discontinuance of Service

A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.

B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

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

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Discontinuance of Service, (Cont'd.)

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

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

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

G. Upon the Company's discontinuance of service to the Customer under Section 2.5.5.A or 2.5.5.B, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

2.5.6 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 – REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service

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

2.6.1 Credit for Interruptions

A. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

B. For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.6.1 Credit for Interruptions, (Cont'd.)

C. A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

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

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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

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

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.6.2 Limitations on Allowances

No credit allowance will be made for:

A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, end user, or other common carrier providing service connected to the service of the Company;

B. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;

C. interruptions due to the failure or malfunction of non-Company equipment;

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

E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

F. interruptions of service 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; and

G. interruption of service due to circumstances or causes beyond the control of Company.

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.6.3 Cancellation for Service Interruption

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

2.7 Use of Customer's Service by Others

2.7.1 Resale and Sharing

Any service provided under this tariff maybe resold to or shared with other persons at the option of the Customer, subject to compliance with any applicable laws or Arizona Corporation Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

SECTION 2 – REGULATIONS, (CONT'D.)

2.8 Cancellation by the Customer

If a Customer terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due and owing 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 Cancellation of Application for Service

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

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

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

D. The special charges described in 2.8.1.A through 2.8.1.C will be calculated and applied on a case-by-case basis.

SECTION 2 – REGULATIONS, (CONT'D.)

2.8 Cancellation by the Customer, (Cont'd.)

2.8.2 Termination Liability for Canceled Service

A. all unpaid and waived nonrecurring charges reasonably expended by the Company as well as all costs incurred by Customer 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 or tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation; plus

D. the difference between a Customer's term rates and the Company's month-to-month rates times the actual length of service.

2.9 Transfers and Assignment

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 – REGULATIONS, (CONT'D.)

2.10 Notices and Communications

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

2.10.2 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.

2.10.3 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.

2.10.4 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 3 – APPLICATION OF RATES

3.1 Introduction

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

3.2 Charges Based on Duration of Use

3.2.1 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.

A. 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.

B. 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.

C. Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

D. 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.

E. All times refer to local time.

SECTION 3 – APPLICATION OF RATES, (CONT'D.)

3.3 Calculation of Distance

Where charges for a service are specified based upon distance, the following rules apply:

3.3.1 Usage charges for all mileage sensitive services are based on the airline distance between the rate 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 applicable rate centers as defined by Telcordia (formerly Bellcore) and on file with the FCC in the following manner:

3.3.2 The airline distance between any two rate centers is determined as follows:

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 Rate 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 4 – SERVICE AREAS

4.1 Local Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following incumbent LECs:

Qwest Communications, Inc.

SECTION 5 – LOCAL EXCHANGE SERVICE

5.1 General

5.1.1 Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network. Each local exchange service enables users to:

A. receive calls from other stations on the public switched telecommunications network;

B. access other services offered by the Company as set forth in this tariff;

C. access certain interstate and international calling services provided by the Company;

D. access (at no additional charge) the Company's, operators and business office for service related assistance;

E. access (at no additional charge) emergency services by dialing 0- or 911; and

F. access services provided by other common carriers that purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or that maintain other types of traffic exchange arrangements with the Company.

5.1.2 The following local exchange services are offered:

Basic Line Service

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

5.2 Basic Business Line Service

5.2.1 Description

Basic Business Line Service provides the Business Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Business Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Business Line may be configured into a hunt group with other Company-provided Basic Business Lines. Each Basic Business Line is provided with the following standard features which are set forth in Section 8.6 of the tariff.

Flat Rate Service is an exchange service for which a specified rate is charges, regardless of the amount of local usage.

5.2.2 Rates and Charges

A. Nonrecurring Charges

	Maximum	Current
Basic Local Service		
Flat Rate Service		
1st Line	$X.XX	$X.XX
Each Additional Line	$X.XX	$X.XX

B. Monthly Recurring Charges

	Maximum	Current
Basic Local Service		
Flat Rate Service		
1st Line	$X.XX	$X.XX
Each Additional Line	$X.XX	$X.XX

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

5.3 Private Branch Exchange (PBX) Trunks

5.3.1 General

A. PBX Service is not provided on a one-way basis. Therefore, in-only or out-only trunks must be used in combinations which provide for two-way service for the PBX system.

B. Because calls cannot be received on out-only trunks, the Company will arrange with customers using these trunks to redirect incoming calls to a trunk which can receive calls or to make necessary custom local area signaling data base changes.

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

5.3 Private Branch Exchange (PBX) Trunks, (Cont'd.)

5.3.2 Flat Rate Trunks

A. General Description

Flat Rate Trunks may be configured as two-way, or as a combination of in and out only trunks. Flat Rate Trunks are provisioned as four-wire terminations with E & M signaling.

B. Rates and Charges

The following nonrecurring charge applies per trunk to install and to connect a trunk when changing a grade of service to PBX Service.

		Nonrecurring Charge	
	USOC	Maximum	Current
Business			
Per Trunk	TFB	$X.XX	$X.XX

		Monthly Recurring Charge	
	USOC	Maximum	Current
Per Trunk	TFB	$X.XX	$X.XX

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

5.3 Private Branch Exchange (PBX) Trunks, (Cont'd.)

5.3.3 Direct-Inward-Dialing (DID) Service

A. General Description

Direct-Inward-Dialing (DID) Service is a special trunking arrangement which permits incoming calls from the exchange network to reach a specific PBX station directly without an attendant's assistance.

B. Terms and Conditions

1. This feature may be provided, in addition to regular trunk rates and charges, where facilities are available and the PBX system or Customer provided switching equipment capabilities permit.

2. One primary directory listing in the main directory of the serving Central Office is provided for each PBX system.

3. The provision of this feature requires that the Customer subscribe to a sufficient number of trunk facilities to adequately handle the volume of incoming calls.

4. DID Service is available to new and existing Customers from non ESS offices if the office is equipped for DID Service and has sufficient DID capacity available.

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

5.3 Private Branch Exchange (PBX) Trunks, (Cont'd.)

5.3.3 Direct-Inward-Dialing (DID) Service, (Cont'd.)

B. Terms and Conditions, (Cont'd.)

5. Sequential numbers may be assigned if blocks of numbers are available and at the discretion of the Company. Rates and charges associated with sequential numbers are specified in C., following.

6. A DID sequential number block is a group of twenty telephone numbers in numeric order. The last digit of the first number within the block is a zero, and the last number within the number block must include an odd number in the sixth digit and a nine in the last digit.

7. DID Service is offered with switching vehicles served by trunk service. Answer Supervision is required from the Customer's switching vehicle.

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

5.3 Private Branch Exchange (PBX) Trunks, (Cont'd.)

5.3.3 Direct-Inward-Dialing (DID) Service, (Cont'd.)

C. Rates and Charges

Direct-Inward-Dialing (DID):

	Non Recurring Charge		Monthly Recurring Charge	
	Maximum	Current	Maximum	Current
Each DID nonsequential number	$X.XX	$X.XX	$X.XX	$X.XX
Each DID block of 20 sequential numbers	$X.XX	$X.XX	$X.XX	$X.XX
DID Change Charge				
Per Change of number of digits outpulsed	$X.XX	$X.XX	$X.XX	$X.XX
Per change of signaling from DTMF to DP, or vice versa	$X.XX	$X.XX	$X.XX	$X.XX
DID Trunk Termination:				
Each in-only analog trunk termination	$X.XX	$X.XX	$X.XX	$X.XX
Each 2-Way, 4-wire analog trunk termination	$X.XX	$X.XX	$X.XX	$X.XX
Hunting Line Service:				
Basic Hunting, per access line	$X.XX	$X.XX	$X.XX	$X.XX
Circular Hunting, per hunt group	$X.XX	$X.XX	$X.XX	$X.XX
Preferential Hunting, per access line	$X.XX	$X.XX	$X.XX	$X.XX

SECTION 6 – DIRECTORY SERVICES

6.1 Directory Listings

6.1.1 Description

For each Customer of Company-provided local exchange service(s), the Company shall arrange for the listing of Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At the Customer's option, the Company will arrange for additional listings. For the Customer with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premises.

6.1.2 Rates and Charges

A. Monthly Recurring Charges

	Maximum	Current
Each Additional Listing:	$X.XX	$X.XX
Cross Reference Listing	$X.XX	$X.XX

SECTION 6 – DIRECTORY SERVICES, (CONT'D.)

6.2 Non-Published Service

6.2.1 Description

Non-Published Service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records.

6.2.2 Regulations

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

B. The Company will complete calls to a non-published number only when the caller dials direct or verbally gives the operator the number. No exceptions will be made, even if the caller says it is an emergency.

C. When the Company agrees to keep a number non-published, 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 someone. 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.

D. The Customer 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 – DIRECTORY SERVICES, (CONT'D.)

6.2 Non-Published Service, (Cont'd.)

6.2.3 Rates and Charges

There is a monthly charge for each non-published service. This charge applies if the Customer has other listed service at the same location, or if the service is installed for a temporary period.

There is a one-time nonrecurring charge for each request to move or change a listing. If the request is received after the directory publisher's deadline for such changes, an additional late charge will apply.

A. Nonrecurring Charges

	Maximum	Current
Non-Published Service	$XX.XX	$XX.XX
Move/Change Charge	$XX.XX	$XX.XX

B. Monthly Recurring Charges

	Maximum	Current
Non-Published Service	$XX.XX	$XX.XX

SECTION 6 – DIRECTORY SERVICES, (CONT'D.)

6.3 Non-Listed Service

6.3.1 Description

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

6.3.2 Regulations

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

The Company will complete calls to a non-listed number.

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 someone. 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 non-listed service.

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

SECTION 6 – DIRECTORY SERVICES, (CONT'D.)

6.3 Non-Listed Service, (Cont'd.)

6.3.3 Rates and Charges

There is a monthly charge for each non-listed service. This charge applies if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

There is a one-time nonrecurring charge for each request to move or change a listing. If the request is received after the directory publisher's deadline for such changes, an additional late charge will apply.

A. Nonrecurring Charges

	Maximum	Current
Non-Listed Service	$XX.XX	$XX.XX
Move/Change Charge	$XX.XX	$XX.XX

B. Monthly Recurring Charges

	Maximum	Current
Non-Listed Service	$X.XX	$X.XX

SECTION 7 – LOCAL CALLING SERVICE

7.1 Description

Local Calling Service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones included in the Customer's local calling area, except calls to other telephone companies' caller paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's centralized switching facility.

7.1.1 Basic Local Exchange Service

This calling service allows the Customer unlimited access to all other stations on the public switched telephone network within the Customer's Basic Local Calling Area, as specified in the Qwest tariff in effect and as amended from time-to-time

7.1.2 Expanded Local Exchange Service

This calling service allows the Customer limited access to all other stations on the public switched telephone network within the Customer's Basic Local Calling Area. Additional calls to the Basic Local Calling Area will be charged as specified in Section 7.2.1.A following. All calls to the Expanded Local Calling Area will be charged a per call setup and per minute access charge as specified in Section 7.2.1.B following.

SECTION 7 – LOCAL CALLING SERVICE, (CONT'D.)

7.1 Description, (Cont'd.)

7.1.2 Expanded Local Exchange Service, (Cont'd.)

A. Time Periods

Day and Night/Weekend rates apply as follows:

Rates	From	To (but not including)	Days Applicable
Day	9:00 A.M.	9:00 P.M.	Mon. - Fri.
Night/Weekend	All other days, times, and holidays.		

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

SECTION 7 – LOCAL CALLING SERVICE, (CONT'D.)

7.2 Rates

The rates set forth in this section apply to all direct dialed local calls. For operator-assisted local calls, the operator charges listed in Section 8.1.3 apply in addition to the charges listed below.

7.2.1 Usage Charges

Per minute charges apply for each call. Timing is in whole minute increments, with a minimum charge of one minute per call.

A. Basic Local Calling Area

Maximum	Current
$XX.XX	$XX.XX

B. Expanded Local Calling Area

Maximum	Current
$XX.XX	$XX.XX

SECTION 8 – MISCELLANEOUS SERVICES

8.1 Operator Services

8.1.1 Description

Operator Handled Calling Services are provided to Customers and end users of Company-provided local exchange lines, and to Customers and end users of exchange access lines.

8.1.2 Definitions

Person-to-Person - Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

Station-to-Station - Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or nonproprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones, which are coin telephones will not be accepted.

Operator Dialed Charge - The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then request the operator to dial the called station.

Billed to Non-Proprietary Calling Card - Refers to calls that are dialed by the Customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier.

0-- (Fully Assisted) - Calling Card, Person-to-Person, Bill to Third Party, Station-to-Station, and/or Collect calls placed by Users dialing 0 without also entering a valid (area code) + (exchange) + (line number). An attended operator position (i.e. "live" operator) is required to obtain the (area code) + (exchange) + (line number) as well as the billing information from the User.

0+- (Partially Assisted) - Calling Card, Person-to-Person, Bill to Third Party, Station-to-Station, and/or Collect Calls placed by Users dialing 0+ (area code) + (exchange) + (line number). An attended operator position (i.e. "live" operator) is required to obtain billing information from the User.

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.1 Operator Services, (Cont'd.)

8.1.3 Rates and Charges

Local exchange and IntraLATA calls may be placed on an Operator Assisted basis. Usage charges for Operator Assisted calls are the same as those set forth in Sections 7 and 8, preceding. For Operator Assisted calls to Busy Line Verification and Interrupt, or Directory Assistance, the surcharges specified in Section 8.2.3 and Section 8.1.3 will apply in addition to any applicable Operator charges.

In addition to the usage charges identified above, the following operator-assisted charges will apply:

Per Call Charges:	Maximum Operator Surcharge	Current Operator Surcharge
Calling Card – Automated (0++)	$X.XX	$X.XX
Calling Card – Partially Assisted (0+-)	$X.XX	$X.XX
Calling Card – Fully Assisted (0--)	$X.XX	$X.XX
Bill to Third Party – Automated (0++)	$X.XX	$X.XX
Bill to Third Party – Partially Assisted (0+-)	$X.XX	$X.XX
Bill to Third Party – Fully Assisted (0--)	$X.XX	$X.XX
Collect – Automated (0++)	$X.XX	$X.XX
Collect – Partially Assisted (0+-)	$X.XX	$X.XX
Collect – Fully Assisted (0--)	$X.XX	$X.XX
Person to Person – Partially Assisted (0+-)	$X.XX	$X.XX
Person to Person – Fully Assisted (0--)	$X.XX	$X.XX
Station to Station – Partially Assisted (0+-)	$X.XX	$X.XX
Station to Station – Fully Assisted (0--)	$X.XX	$X.XX

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.2 Busy Line Verify and Line Interrupt Service

8.2.1 Description

Upon request of a calling party the Company will verify a busy condition on a called line.

A. The operator will determine if the line is clear or in use and report to the calling party.

B. The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

8.2.2 Regulations

A. A charge will apply when:

1. The operator verifies that the line is busy with a call in progress.
2. The operator verifies that the line is available for incoming calls.
3. The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.2 Busy Line Verify and Line Interrupt Service, (Cont'd.)

8.2.2 Regulations, (Cont'd.)

B. No charge will apply:

1. when the calling party advises that the call is to or from an official public emergency agency, and
2. under conditions other than those specified in 8.2.2.A preceding.

C. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

D. The Customer shall identify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

8.2.3 Rates and Charges

	Maximum	Current
Busy Line Verify Service (each request)	$X.XX	$X.XX
Busy Line Verify and Busy Line Interrupt Service (each request)	$X.XX	$X.XX

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.3 Service Implementation

8.3.1 Description

Absent a promotional offering, service implementation charges will apply to new service orders or to orders to change existing service.

8.3.2 Rates and Charges

A. Nonrecurring Charge

	Maximum	Current
Per service order	$XX.XX	$XX.XX

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.4 Restoration of Service

8.4.1 Description

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

8.4.2 Rates and Charges

A. Nonrecurring Charge

	Maximum	Current
Per occasion	$XX.XX	$XX.XX

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.5 Charges for Connecting or Changing Service

8.5.1 Description

A. The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or different location; or (d) restoral of service after suspension or termination for nonpayment. Connection charges are listed with each service to which they apply.

B. The Company alone may make changes in the location of its lines and equipment. When it is found that move or change of such lines or equipment has been made by others, the Connection Charge per line for the underlying service will apply as if the work had been done by the Company.

Move: A change in physical location of the Customer's premises or the point of termination at the Customer's premises. Charges equal to initial installation charge apply.

Change: Any revision, redesign or other provisioning change to existing services.

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.5 Charges for Connecting or Changing Service, (Cont'd.)

8.5.2 Rates and Charges

A. Nonrecurring Charges

	Maximum	Current
Line Connection Charge		
Applies per exchange access line or trunk,		
First Line	$X.XX	$X.XX
Additional Line (each)	$X.XX	$X.XX
Line Change Charge		
Applies per exchange access fine or trunk		
First Line	$X.XX	$X.XX
Additional Line (each)	$X.XX	$X.XX
Secondary Service Charge		
Applies per Customer request		
Each	$X.XX	$X.XX
Add/Change Order	$X.XX	$X.XX
Record Order	$X.XX	$X.XX
Premises Work Charges		
Premises Visit Charge		
Per Visit	$X.XX	$X.XX
First 15-minute increment or fraction thereof	$X.XX	$X.XX
Each Additional 15-minute increment or fraction thereof		
Per increment	$X.XX	$X.XX

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.6 Optional Line and Trunk Features

8.6.1 Description

A. Business Line and Trunk Features

Anonymous Call Rejection - Anonymous Call Rejection prevents incoming calls marked private or anonymous from being completed. Anonymous Call Rejection is placed on the customer's line in the "off" condition. The customer must activate and deactivate the feature by dialing a code.

Call Forwarding Station - Allows calls directed to a station line to be routed to a user defined line inside or outside the Customer's telephone system.

Call Forwarding System - Permits calls attempting to terminate to a busy station line to be redirected to a predetermined line inside or outside the Customer's telephone system.

Call Forwarding Remote - This optional feature allows a user to activate/deactivate the Call Forwarding-All Calls feature or change the forwarded to telephone number from a remote location.

Call Forwarding Busy Line - Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Don't Answer – Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.6 Optional Line and Trunk Features, (Cont'd.)

8.6.1 Description, (Cont'd.)

A. Business Line and Trunk Features, (Cont'd.)

Call Forwarding Variable Limited - When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

Call Forwarding Variable Unlimited - The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

Call Return - Allows a Customer to dial a code that will cause the feature to automatically redial the number of the last incoming call to that line, whether the call was answered or not. The customer does not have to know the number of the calling party. If the called number is busy, the feature will redial the called number for a limited period of time. A tone alerts the customer when the called line is available. This service is available on a usage or subscription basis.

Call Tracing - Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only. After receiving the call which is to be traced, the customer dials a code and the traced telephone number is automatically sent to the Company for further action. The customer originating the trace will not receive the traced telephone number. The results of a trace will be furnished only to legally constituted law enforcement agencies or authorities upon proper request by them. The company is not liable for damages if, for any reason, the Call Trace attempt is not successful.

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.6 Optional Line and Trunk Features, (Cont'd.)

8.6.1 Description, (Cont'd.)

A. Business Line and Trunk Features, (Cont'd.)

Call Waiting - Provides a tone/signal to a customer that has a call in progress, that another call has been placed to that customer's telephone number. The customer may elect to hold the first call, by use of the switchhook, and answer the second call; as well as alternate between calls by pressing the switchhook. The customer may elect not to respond to the signal, and continue the original call. Call Waiting may be deactivated prior to making an outgoing call, (or during a call if the customer has Three-Way Calling).

Caller ID - Name and Number Allows for the automatic delivery of a calling party's name and telephone number (including nonpublished and nonlisted telephone numbers) to the called customer, which gives the called customer an opportunity to decide whether to answer the call immediately or not. The name and number are displayed on customer provided equipment.

Remote Access - Forwarding Allows all incoming calls to be forwarded to another telephone number. It allows the customer to remotely change the termination of their incoming calls. From any tone signaling telephone, the customer can activate, deactivate, or change the destination number.

Repeat Dialing - Allows a customer to dial a code that will cause the feature to automatically redial the last number the customer dialed. If the called number is busy, the feature will redial the called number for a limited period of time. A tone alerts the customer when the called number becomes available. This service is available on a usage or subscription basis.

Speed Calling - Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is Customer-changeable.

Three-Way Calling - Offers the capability to add a third party to an existing call, by depressing the switchhook. This service is available on a usage or subscription basis.

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.6 Custom Calling Service, (Cont'd.)

8.6.2 Rates and Charges

	Monthly Recurring Charge	
Business/Business PBX Individual Features:	Maximum	Current
Anonymous Call Rejection	$X.XX	$X.XX
Call Block (per line)	$X.XX	$X.XX
Call Forwarding Busy Line	$X.XX	$X.XX
Customer Control of Call forwarding Busy Line	$X.XX	$X.XX
Call Forwarding Don't Answer	$X.XX	$X.XX
Customer Control of Call Forwarding Don't Answer	$X.XX	$X.XX
Call Forwarding Variable	$X.XX	$X.XX
Call Return (per line)	$X.XX	$X.XX
Call Return (per use)	$X.XX	$X.XX
Call Tracing (per activation)	$X.XX	$X.XX
Call Waiting	$X.XX	$X.XX
Caller ID - Basic (Per Line)	$X.XX	$X.XX
Calling Number Delivery Blocking – Permanent (per line)	$X.XX	$X.XX
Remote Access - Call Forwarding Variable	$X.XX	$X.XX
Repeat Dialing (per line)	$X.XX	$X.XX
Repeat Dialing (per use)	$X.XX	$X.XX
Speed Calling (30-code)	$X.XX	$X.XX
Speed Calling (8-code)	$X.XX	$X.XX
Three-Way Calling	$X.XX	$X.XX

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.7 Remote Call Forwarding

8.7.1 Description

Remote Call Forwarding allows a Customer to activate/deactivate the Call Forwarding All Calls feature or change the forwarded to telephone number from a remote location.

8.7.1 Rates and Charges

The following charges are for the Remote Call Forwarding feature only and are in addition to applicable charges for service and equipment.

Remote Call Forwarding applies per feature arranged and includes one access path for either interexchange, intraexchange, or local calling area per service request.

A. Nonrecurring Charge

Service Order Charges apply.

B. Monthly Recurring Charge

	Maximum	Current
Each Initial Path	$X.XX	$X.XX
Each Additional Access Path (with initial installation)	$X.XX	$X.XX

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.8 Flexible Call Forwarding

8.8.1 Description

Flexible Call Forwarding enables the automatic redirection of incoming calls to any alternate telephone number. The alternate telephone number is selected by the Customer, from the Customer's service location, as well as deactivation of the forwarding, from that same serving location.

8.8.2 Rates and Charges

A. Monthly Recurring Charge

Rates - Individual Features	Maximum	Current
Flexible Call Forwarding	$X.XX	$X.XX
Flexible Call Forwarding with Audio Calling Name	$X.XX	$X.XX

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.9 Hunting Service

8.9.1 Description

Hunting Service provides for the routing of a call to an idle station in a prearranged group when the called station line is busy. Hunting Service is only available between lines of the same type, e.g. flat rate lines routed to flat rate lines.

8.9.2 Rates and Charges

A. Nonrecurring Charge

Service Order Charges apply.

B. Monthly Recurring Charge

	Maximum	Current
Per Line	$X.XX	$X.XX

SECTION 9 – SPECIAL ARRANGEMENTS

9.1 Special Construction

9.1.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

A. nonrecurring type charges;

B. recurring type charges;

C. termination liabilities; or

D. combinations thereof.

9.1.2 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

A. The termination liability period is the estimated service life of the facilities provided.

B. The amount of the maximum termination liability is equal to the estimated amounts for:

SECTION 9 – SPECIAL ARRANGEMENTS, (CONT'D.)

9.1 Special Construction, (Cont'd.)

9.1.2 Termination Liability, (Cont'd.)

B. (Cont'd.)

1. cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:

(a) equipment and materials provided or used,

(b) engineering, labor and supervision,

(c) transportation, and

(d) rights-of-way;

2. license preparation, processing, and related fees;

3. tariff preparation, processing, and related fees;

4. cost of removal and restoration, where appropriate; and

5. any other identifiable costs related to the specially constructed or rearranged facilities.

C. The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 9.1.2.B preceding by a factor related to the un-expired period of liability and the discount rate for return and contingencies. The amount determined in Section 9.1.2.B preceding shall be adjusted to reflect the re-determined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

SECTION 9 – SPECIAL ARRANGEMENTS, (CONT'D.)

9.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and made available on a nondiscriminatory basis.

9.3 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers.

ORIGINAL

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AZ CORP COMMISSION
DOCKET CONTROL

November 30, 2011
Via Overnight Delivery

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

RE: Hypercube Telecom, LLC Complete Local, Interexchange and Access Tariffs for the Application and Petition for Certificate of Convenience and Necessity to Provide Intrastate Telecommunications Services in Docket No. T-20805A-11-0221.

Dear Sir/Madam:

Pursuant to conversations with Armando Fimbres, enclosed for filing are the original and thirteen (13) copies of Hypercube Telecom, LLC complete Local, Interexchange and Access Tariffs in Docket No. T-20805A-11-0221. These tariffs need to be docketed in this docket number.

Any questions you may have regarding this filing may be directed to me at (407) 740-3002 or via e-mail at cwightman@tminc.com.

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

Thank you for your assistance in this matter.

Sincerely,

Connie Wightman
for Consultant

Enclosures
CW/lw

cc: Robert McCausland – Hypercube Telecom, LLC
Karen Turner – Manager-Regulatory Compliance
file: Hypercube– AZ Local
tms: AZI1101b
H3: 2010-13

Arizona Corporation Commission
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EXHIBIT
A-3

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

ACCESS SERVICE

General Rules and Regulations and Terms and Conditions

for

Access Service

Provided by

Hypercube Telecom, LLC

This tariff contains the descriptions, regulations and rates applicable to the furnishing of competitive access service and facilities for telecommunications services provided by Hypercube Telecom, LLC within the State of Arizona. This tariff is on file with the Arizona Corporation Commission (ACC). Copies may be inspected during normal business hours at the Company's principal place of business at 3200 West Pleasant Run Road, Suite 300, Lancaster, TX 75146.

ACCESS SERVICES TARIFF

CHECK SHEET

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

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

* - indicates those pages included with this filing.

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SYMBOLS

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

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

TARIFF FORMAT

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

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the 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 the next higher level:

2.
2.1
2.1.1
2.1.1.A.
2.1.1.A.l.
2.1.1.A.l.(a)

D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new 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., remains 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 sheet is the most current on file with the Commission.

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of access service as defined herein within the State of Arizona by all Arizona operating subsidiaries or affiliates of Hypercube Telecom, LLC (hereinafter collectively "The Company").

APPLICABILITY OF REGULATIONS

The following Regulations are applicable to all of the Company's services, unless expressly noted otherwise.

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff for the Access Services of this Company are defined below.

Access Code: A uniform seven digit code assigned by a Common carrier to an individual Customer. The seven digit code has the form 950-XXXX or 101XXXX.

Access or Access Service: Services and facilities provided for the origination or termination of any telecommunications.

Access Service Request (ASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: A switching system that provides traffic concentration and distribution function for originating or terminating traffic as an intermediate carrier between other switching facilities that originate or terminate calls to or from an End User.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

Call: An attempt for which the complete address code (e.g., 10 digits) is provided to the serving dial tone office.

Carrier or Common Carrier: Provider of telecommunications services for hire. The term "telecommunications service" as used in this definition shall have the same meaning as used in rules, regulations and orders of the FCC, as amended from time to time.

Central Office: A telephone company switching center.

CMRS: Commercial Mobile Radio Service

Commission: The Arizona Corporation Commission (AZ C.C.).

SECTION 1 – DEFINITIONS, (Cont'd.)

Company: Hypercube Telecom, LLC, issuer of this tariff.

Constructive Order: Delivery of calls to or acceptance of calls from the Company's locations constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the Customer.

Customer: The person, firm, corporation or other entity which orders the Company's service or receives service including through a Constructive Order and is responsible for the payment of charges and for compliance with the Company's tariff regulations. The Customer could be an interexchange carrier, a local exchange carrier, a wireless provider, or any other carrier that operates in the state.

8XX Data Base Access Service: The term "8XX Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used.

End User: Any customer of a telecommunications service that is not a carrier except that a carrier shall be deemed to be an "End User" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "End User" if all resale transmissions offered by such reseller originate on the premises of such reseller. The term "telecommunications service" as used in this definition shall have the same meaning as used in rules, regulations and orders of the FCC, as amended from time to time.

Exchange Carrier: Any person, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

SECTION 1 – DEFINITIONS, (Cont'd.)

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.

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any person, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

InterMTA (Major Trading Area): For purposes of this tariff, InterMTA refers to telecommunications traffic exchanged between a LEC and a CMRS, PCS or Wireless provider that originates and terminates in different Major Trading Areas as used by the FCC to define coverage for certain services.

Interstate: The regulatory jurisdiction of services used for communications between locations located in different states within the United States or between one or more location in the United States and one or more international locations.

IntraMTA (Major Trading Areas): For purposes of this tariff, IntraMTA refers to telecommunications traffic exchanged between a LEC and a CMRS, PCS or Wireless provider that originates or terminates within the same Major Trading Area as used by the FCC to define coverage for certain services.

Intrastate: The regulatory jurisdiction of services for communications between locations within the same state or services which are not jurisdictionally interstate.

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 for the provision and administration of communications services.

Local Switching Center: The switching center where telephone exchange service station channels are terminated for purposes of interconnection to each other and to interoffice trunks.

SECTION 1 – DEFINITIONS, (Cont'd.)

Meet Point Billing: The arrangement through which multiple exchange carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each exchange carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff.

Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's network.

Nonrecurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Out of Band Signaling: An exchange access signaling feature which allows Customers to exchange call control and signaling information over a communications path which is separate from the message path.

Percent Interstate Usage (PIU): The proportion of switched access minutes of use allocated to the interstate jurisdiction.

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's network.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

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

SECTION 1 – DEFINITIONS, (Cont'd.)

Service Order: The written request for the Company's services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): The Common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Switched Access Service: Access to the switched network of an exchange carrier for the purpose of originating or terminating communications.

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

VoIP Provider: Any person association, corporation, governmental agency or any other entity that is providing voice over internet protocol.

Wireless Provider: Any carrier authorized to operate as a provider of cellular, personal communications, paging CMRS or any other form of wireless transmission.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company services offered pursuant to this tariff are furnished for Switched Access Service. The Company may offer these services over its own or resold facilities.

The Company installs, operates, and maintains the communications services provided herein 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 as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service agreement.

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

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 the Company's 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's facilities as well as facilities the Company may obtain from other carriers from time to time, to furnish service as required at the sole discretion of the Company.

C. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.1.3 Terms and Conditions

A. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.

B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.1.3 Terms and Conditions, (Cont'd.)

C. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.D below.

D. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

E. A Customer that uses Access Services provided by the Company without submitting an actual order will be presumed to have ordered Access Services by using said services and providing to its retail End Users services that could not be provided without the use of Access Services.

F. In any action between the parties to enforce any provision of this tariff, the Company shall be entitled to recover its legal fees and court costs from the Customer in addition to other relief a court may award when it is the prevailing party.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.1.4 Liability of the Company

A. The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

B. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.

C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

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

D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common carriers.

E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

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

G. The Company shall not be liable for any defacement of or damage to the Customer's premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees' of the Company.

H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

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

I. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another interexchange carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this tariff.

J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

K. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.

L. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or service which are interconnected with Company services.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

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

M. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, 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, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

N. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

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 with reasonable notification of service-affecting activities within its control 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 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's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer's premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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. Notwithstanding the above, 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;

2. the reception of signals by Customer-provided equipment; or

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

G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.1.7 Non-routine Installation

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

2.1.8 Special Construction

Subject to the arrangement 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 and characterized by one or more of the following:

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. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;

D. where facilities are requested in a quantity greater than that which the Company would normally construct;

E. where installation is on an expedited basis;

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.1.8 Special Construction, (Cont'd.)

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

G. installation involving abnormal costs; or

H. in advance of its normal construction schedules.

Special construction charges for Switched Access Service will be determined on an individual case basis.

2.1.9 Ownership of Facilities

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

2.2 Prohibited Uses

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

2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.

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

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

A. the payment of all applicable charges pursuant to this tariff. For the avoidance of doubt and notwithstanding any other provision in this tariff or other Customer service agreement or arrangement, including but not limited to Meet Point Billing arrangements, in addition to service charges imposed by Company for the service, the Customer shall be responsible for and shall reimburse the Company for any and all charges, fees, assessments of any kind or nature, including but not limited to interstate and intrastate switched access charges, imposed by any third party (collectively "Third Party Charges") upon Company relating to usage incurred by the Customer in connection with the Services. The Customer hereby indemnifies Company for all Third Party Charges and agrees to defend and hold Company harmless for all damages, losses, claims or judgments arising out any Third Party Charges;

B. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;

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 Customer's premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.1 The Customer shall be responsible for:, (Cont'd.)

D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access 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 above. Any 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 owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

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

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's premises or the rights-of-way for which Customer is responsible obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer's premises 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; and

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

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for:

A any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;

B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.3 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service or uses Access Service based upon a Constructive Order, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. Until a revised report is received as set forth herein, credible whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic. Interstate or intrastate call jurisdiction shall be determined, on a per call basis, based on the originating and terminating information available to the Company. The originating network should, per ATIS-300011 (SS7) or RFC5503 (SIP), provide originating jurisdictional information in the form of Jurisdiction Information Parameter Code ("JIP"). Except as otherwise specified herein, the Company will utilize the procedure for determining call jurisdiction as set forth in the following progressive protocol:

Protocol Step 1: For calls emanating from the Customer, including calls that transit the Customer's network without actually originating there, the JIP shall be properly and accurately populated by the Customer and used by the Company to determine call jurisdiction.

Protocol Step 2: For calls emanating from the Customer when the JIP is not properly and accurately populated or is otherwise unavailable, the Company shall use the post-dip LRN (Local Routing Number) of the calling party's NPA-NXX.

Protocol Step 3: For calls emanating from the Customer when the NPA-NXX is indeterminate (such as an originating 8YY TN) and the Company is directly connected to a licensed carrier's class 5 switching office (or equivalent), pursuant to ATIS-300011 the Company shall populate the JIP based on the LRN of the Trunk Group associated with the switching center itself.

Protocol Step 4: When a reliable LRN is unavailable, and/or the Interconnection is indirect, gatewayed or aggregated traffic from multiple offices, the Company shall utilize the Customer-reported PIU pursuant to this tariff to determine call jurisdiction.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.3 Jurisdictional Reporting, (Cont'd.)

Protocol Step 5: When no reported PIU is available, or when the jurisdiction of the call cannot otherwise be determined through the progressive protocol steps set forth above, the Company shall apply a default PIU of 50 percent, meaning that 50 percent of the traffic shall be billed at interstate rates and the remaining 50 percent of the traffic shall be billed at intrastate rates.

A. Originating Access: Originating access minutes include only traffic originating from the Company Local Switching Center(s).

B. Terminating Access: Feature Group D Switched Access Service(s) is for traffic terminating to the Company's network, users or gateways.

C. Toll Free (8XX) Originating Access: Toll Free (8XX) Originating Access is for 8XX traffic that is switched by the Company's switches and originated by an End User of an exchange carrier.

D. Any Customer-reported PIU factor that is accepted and utilized by the Company to determine call jurisdiction shall continue to be utilized by the Company until the Customer reports a different projected PIU factor, as set forth below.

E. Effective on the first of January, April, July and October of each year the Customer should update its interstate and intrastate jurisdictional report. The Customer should forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company. The revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. No prorating or back billing will be done based upon the report. If the Customer does not supply the reports for those services as requested, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the protocol shown above.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.3 Jurisdictional Reporting, (Cont'd.)

F. Jurisdictional Reports Verification: For switched access service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor or jurisdictional information. The Customer will supply the data within 30 days of the Company request.

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm.

G. For switched Access Services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to require the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall upon ordering service, and quarterly thereafter, report the percentage of interstate use and such report will be used for billing purposes until the Customer reports a different projected interstate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected interstate percentage for each service arranged for interstate use. The revised report will serve as the basis for future billing and will be effective on the next bill date. No prorating or back billing will be done based on the report.

H. The Company may request detailed information in support of the projected interstate percentage reported annually and retains the right to retroactively adjust the Customer's most recent bills covering the preceding eleven months if a substantial discrepancy is found to exist. If an audit of the reported percentages reveals a substantial deviation from the Customer's previously reported PIU for the period upon which audit was based, the call detail records may be requested more than once annually.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.4 Jurisdictional Audits

A. The Customer shall keep sufficient detail from which the percentages of interstate and intrastate intraLATA use reported to the Company can be verified and upon request of the Company make such records available for inspection and audit. The Customer must maintain these records for 24 months from the date the report became effective for billing purposes.

B. Initiation of an audit will be at the sole discretion of the Company. An audit may be initiated by the Company for a single Customer no more than once per year. The Customer shall supply required data within 30 calendar days of the Company request.

C. In the event that an audit reveals that any Customer reported PIU or PLU was incorrect, the Company shall apply the audit result to all usage affected by the audit. The Customer shall be back billed for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Back billed amounts are subject to a late payment penalty and payment shall be made in immediately available funds, within 31 days from receipt of bill or by the following bill date, whichever is shorter period.

D. Should an audit reveal that the misreported percentage(s) of use has resulted in an underpayment of Access charges to the Company of five percent or more the total switched Access Services bill, the Customer shall reimburse the Company for the cost of the audit. Proof of cost shall be the bills, in reasonable detail submitted to the Company by the auditor.

E. Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the Customer to receive such results.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer's premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.4.2 Station Equipment (Cont.)

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

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 Access Services and the Channels, facilities, or equipment of others shall be provided at the Customers expense.

B. Access 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 which are applicable to such connections.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.4.4 Inspections

A. Upon reasonable notification of the Customer, and at reasonable times, 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.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

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. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Authorized Users. The Customer must pay the Company for all services provided regardless of whether the Customer submitted an order to the Company to provide such services. Restrictive endorsements or statements on checks accepted by the Company will not be binding upon the Company.

A. Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, 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 Access Services. All such taxes shall be separately designated on the Company's invoices.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges

A. Unless otherwise specified herein, bills are due and payable upon receipt.

B. The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued during the preceding billing period. Any known unbilled charges for prior periods and any known adjustments also will be applied to the current bill.

C. Nonrecurring Charges are due and payable within 30 days after the invoice date.

D. The Company shall present invoices for all charges monthly to the Customer.

E. Amounts not paid within 30 days after the date of invoice will be considered past due. The Company will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds 30 days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

F. If the Customer does not provide remittance advice with its payments, payments will be applied to outstanding charges in the following order: 1) the oldest to the most recent late payment charges, 2) the oldest to the most recent outstanding intrastate charges, and finally to 3) the oldest to most recent outstanding interstate charges.

G. If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

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

H. The Customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedures.

I. Any disputed charges must be paid when due. After the dispute is settled, the Customer will be credited with any payments in excess of those actually due the Company. The Company will also remit interest for all such credited amounts. Interest will be paid at the rate required by the Commission for Customer deposits.

2.5.3 Refusal and Discontinuance of Service

A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer, discontinue or suspend service without incurring any liability. The Company may deliver such notice via electronic mail, facsimile, regular mail or certified mail.

B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 10 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

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

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

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service, (Cont'd.)

E. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B above, 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.

F. The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:

1. immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.3.F.l. (a-e), if

(a) the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or

(b) the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service, (Cont'd.)

F. (Cont'd.)

1. (Cont'd.)

(c) the Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.3.A above, or

(d) the Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed or used; or

(e) the Customer uses, or attempts or use, service with the intent to avoid payment, either in whole or in part, of the tariff charges for the service by:

1) using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff, or

2) using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

3) by delivering calls to or accepting calls from the Company's locations over Company switched local exchange services; or

4) continuing to have Company End Users presubscribed to the Customer; or

5) any other fraudulent means or devices; or

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service, (Cont'd.)

F. (Cont'd.)

2. upon ten (10) days written notice to the Customer of any sum thirty (30) days past due;

3. upon ten (10) days: written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.3.A, above; or

4. seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

G. in the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.5.4 Cancellation of Application for Service

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

The special charges described will be calculated and applied on a case-by-case basis.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.6 Allowances for Interruptions in Service

2.6.1 Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer will be credited to the Customer as set forth in 2.6.5 for the part of the service that the interruption affects.

2.6.2 The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to the Company. A Service Outage ends when the affected circuit and/or associated the Company equipment is fully operational in accordance with the technical specifications.

2.6.3 Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which the Company is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (v) inability to gain access to the IXC's equipment; and (vi) due to mutually agreed upon maintenance and repair.

2.6.4 Credit Allowances received by the Company from the LEC for Off-Net facility outages which affects the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.6.5 Limitations on Allowances

No credit allowance will be made for:

A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, or other common carrier providing service connected to the service of Company;

B. interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other common carriers connected to the Company's facilities;

C. interruptions due to the failure or malfunction of non-Company equipment;

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

E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

F. interruptions of service 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. interruption of service due to circumstances or causes beyond the control of the Company.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.7 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 (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

2.8 Notices and Communications

2.8.1 Delivery of calls to or acceptance of calls from the Company's locations over Company-switched exchange services constitutes an order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes an order of switched access by the Customer. In these cases, an invoice will be the first communication from the Company to the Customer. In other instances a Service Order may be used.

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

2.8.3 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 the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.

2.8.4 All notices or other communications required to be given pursuant to this tariff shall 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 deposit 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.

2.8.5 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.)

2.9 Meet Point Billing

2.9.1 Meet Point Billing applies when more than one exchange carrier is involved in the provision of access service. All recurring and nonrecurring charges for services provided by each exchange carrier are billed under each company's applicable rates as set forth below.

2.9.2 The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

SECTION 3 - SWITCHED ACCESS SERVICE

3.1 General

3.1.1 Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point communications path between a Customer and an End User. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User to a Customer, and to terminate calls from a Customer to an End User.

3.1.2 Switched Access Service is available when originating or terminating calls from or to an End User.

3.2 Provision and Description of Switched Access Service Arrangements

3.2.1 Switched Access

Switched Access is provisioned at the DS-1 level and provides trunk-side access to switching center switches, for the Customer's use in originating and terminating communications. Switched Access service is provided with Multi-Frequency in Band Signaling (SS7 is also available, where capabilities exist).

All traffic is routed to and from the Company's switching center via direct trunking or via an alternative route when direct trunking has not been arranged. Delivery of calls to, or acceptance of calls from, the Company's locations over Company-switched exchange services shall constitute an agreement by the Customer to purchase switched access services as described herein. The Company reserves the right to require the Customer to submit an ASR for switched access.

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

3.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)

3.2.2 Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality.

3.2.3 Call Types

The following Switched Access Service call types are available:

A. Originating Switched Access
B. Originating Toll Free (*XX) Access
C. Terminating Switched Access

3.2.4 Originating Switched Access

The access code for Switched Access switching is a uniform access code of the form 1+ or 011+ or 101XXXX. For 101XXXX dialing a single access code will be the assigned number of all Switched Access provided to the Customer by a common carrier. When the access code is used, Switched Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end of dialing digit (11) for cut-through access to the Customer's premises. The Company will provide originating routing information access consistent with dialing parity obligations.

Originating Switched Access is assessed for each access minute of use.

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

3.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)

3.2.5 Originating Toll Free (*XX) Access

A. Originating Toll Free (*XX) Access includes the delivery of 8XX traffic that is initiated by a carrier's or Wireless Provider's End User and is delivered from the carrier's end office or a CMRS Mobile Telephone Switching Office to the Company switch and then to a Customer. The Company will charge for all elements of service that it provides in routing such traffic.

B. 8XX Data Base Access Service is a service offering utilizing originating trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an End User, the Company will utilize the Signaling System 7 (SS7) network to query an 8XX data base to identify the Customer to whom the call will be delivered and provide vertical features based on the dialed ten digits. The call will then be routed to the identified Customer over FGD switched access. The 800 series includes the following service access codes: 800, 888, 877, 866, 855, 844, 833 and 822.

3.2.6 Terminating Switched Access

Switched Access, when used in the terminating direction, may only be used to access End Users who are connected to the Company. Calls in the terminating direction will not be completed to 950-0XXX or 950-1XXX access codes, local operator assistance (0-and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 101XXXX access codes.

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

3.3 Reports and Testing

3.3.1 Design Layout Report: At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

3.3.2 Acceptance Testing: At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.

SECTION 4 - SWITCHED ACCESS RATES AND CHARGES

4.1 General

This section contains the specific regulations governing the rates and charges that apply to Switched Access Services:

4.1.1 There are three types of rates and charges that apply to Switched Access Service:

A. Nonrecurring Charges: One-time charges that apply for a specific work activity.

B. Recurring Charges: Fixed charges apply each month and depend on the number and type of facilities in place.

C. Usage Charges: Charges that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

SECTION 4 – SWITCHED ACCESS RATES AND CHARGES, (Cont'd.)

4.2 Rate Categories

The following rate categories apply to Switched Access Services.

4.2.1 Switched Transport

The Switched Transport rate category includes the charges related to the transmission and termination of facilities between the Customer designated premises (Point of Presence) and Company's access tandem, and between the Company's access tandem, and the end office switch(es) where the Customer's traffic is switched to originate or terminate the Customer's communications.

Switched Transport may incorporate a dedicated or common path between the Customer's Point of Presence and the Company's switch or a common transmission path from exchange carrier(s) switch(es) connected to the Company's switch. The charges that apply, where applicable, to Switched Transport include Tandem Switching, Tandem Common Trunk Port, Tandem Multiplexing, Tandem Switched Transport – Termination, and Tandem Switched Transport – Facility.

The Tandem Switching rate element applies to the function of switching call traffic between interconnecting carrier switches. The Tandem Switching rate applies when the Company routes originating or terminating traffic between a Customer and another carrier's end office switch or its equivalent. Where access traffic is routed directly between a carrier Customer and an End User, the Company will also function as an end office provider rather than just an access tandem provider.

SECTION 4 – SWITCHED ACCESS RATES AND CHARGES, (Cont'd.)

4.2 Rate Categories, (Cont'd.)

4.2.1 Switched Transport, (Cont'd.)

The Tandem Common Trunk Port element applies to the termination of Common Transport trunk facilities at the Tandem office. The Tandem Common Trunk Port rate is assessed on a per minute of use basis for all originating and terminating access minutes utilizing tandem routing functions.

Tandem Multiplexing allows Customers to interconnect facilities of one capacity or bandwidth with access tandems to facilities of a different capacity or bandwidth from that of the interconnecting facility. The Tandem Multiplexing rate will be assessed to all minutes of use between the Company's tandem and the Customer's Point of Presence.

4.2.2 Local Switching

Local Switching is provided when a call is originated or terminated using the Company's local exchange services. The Local Switching rate category includes the charges related to the use of end office switching equipment, the terminations in the office of lines; the terminations of calls at Intercept Operators or recordings; the Signaling Transfer Point (STP) functions; and the SS7 signaling function between the switching office and the STP.

SECTION 4 – SWITCHED ACCESS RATES AND CHARGES, (Cont'd.)

4.2 Rate Categories, (Cont'd.)

4.2.3 Toll Free (8XX) Data Base Query

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

A Basic or Vertical Feature Query charge is assessed for each completed query returned from the data base identifying the Customer to whom the call will be delivered whether or not the actual call is delivered to the Customer.

A. The Basic Query provides the identification of the Customer to whom the call will be delivered and includes area of service routing which allows routing of 800 series calls by telephone companies to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates.

B. The Vertical Feature Query provides the same Customer identification as the basic query and vertical features which may include: (1) call validation, (ensuring that calls originate from subscribed service areas); (2) POTS translation of 800 series numbers; (3) alternate POTS translation (which allows subscribers to vary the routing of 800 series calls based on factors such as time of day, place or origination of the call, etc.); and (4) multiple carrier routing (which allows subscribers to route to different carriers based on factors similar to those in (3)). The Vertical Feature charge will be assessed for each feature used on a call.

4.2.4 Carrier Common Line

Carrier Common Line Access is provided where the Customer uses Company line side or trunk side Switched Access Service under this Tariff.

4.2.5 Switched Access Optional Features

Other Switched Access Optional Features may be available on an Individual Case Basis (ICB).

SECTION 4 – SWITCHED ACCESS RATES AND CHARGES, (Cont'd.)

4.3 Billing of Access Minutes

4.3.1 When recording originating calls over Switched Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over Switched Access ends when the originating Switched Access entry switch receives disconnect supervision from either the originating End User's Local Switching Center (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

4.3.2 For terminating calls over Switched Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over Switched Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

4.3.3 When recording originating calls over Switched Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating Switched Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

4.3.4 For terminating calls over Switched Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating Switched Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

SECTION 4 – SWITCHED ACCESS RATES AND CHARGES, (Cont'd.)

4.4 Rates and Charges

4.4.1 Switched Transport – Originating and Terminating

A. Maximum Rates

Competing ILEC	Tandem Switched Transport	Per Access Minute of Use: Tandem Switched Transport Per Mile	Access Tandem Switching	Multiplexing	Common Trunk Port
Qwest Areas	$0.0007650	$0.0000690	$0.0150000	$0.000411	$0.0039000
Other ILEC Areas	$0.0294600	$0.0026800	*Not applicable	*Not applicable	*Not applicable

B. Current Rates

Competing ILEC	Tandem Switched Transport	Per Access Minute of Use: Tandem Switched Transport Per Mile	Access Tandem Switching	Multiplexing	Common Trunk Port
Qwest Areas	$0.0002550	$0.0000230	$0.0050000	$0.0001370	$0.0013000
Other ILEC Areas	$0.0098200	$0.0013400	*Not applicable	*Not applicable	*Not applicable

* Uses aggregated Tandem Switched Transport – Termination and Tandem Switched Transport Facility in lieu of these components.

SECTION 4 - SWITCHED ACCESS RATES AND CHARGES, (Cont'd.)

4.4 Rates and Charges, (Cont'd.)

4.4.2 Local Switching – Originating & Terminating

A. Maximum Rates

Competing ILEC	Per Access Minute of Use
Qwest Areas	$0.0488100
Other ILEC Areas	$0.0514200

B. Current Rates

Competing ILEC	Per Access Minute of Use
Qwest Areas	$0.0162700
Other ILEC Areas	$0.0171400

4.4.3 Toll Free (8XX) Data Base Access Service Queries

A. Maximum Rates

	Per Query
Basic	$0.0225
Vertical Feature	$0.0240

B. Current Rates

	Per Query
Basic	$0.0075
Vertical Feature	$0.0080

SECTION 4 - SWITCHED ACCESS RATES AND CHARGES, (Cont'd.)

4.4 Rates and Charges, (Cont'd.)

4.4.4 Carrier Common Line

A. Maximum Rates

	Per Access Minute of Use	
Competing ILEC	Originating	Terminating
Qwest Areas	$0.0581100	$0.1445100
Other ILEC Areas	$0.0581100	$0.1445100

B. Current Rates

	Per Access Minute of Use	
Competing ILEC	Originating	Terminating
Qwest Areas	$0.0000000	$0.0000000
Other ILEC Areas	$0.0193700	$0.0481700

4.4.5 Switched Access Optional Features

All Switched Access Optional Features are offered on an Individual Case Basis (ICB).

SECTION 5 - CONTRACTS AND INDIVIDUAL CASE BASIS ARRANGEMENTS

5.1 Contracts

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.

5.2 Individual Case Basis Arrangements

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. The Company will file with the Commission ICB contracts for services regulated by the Commission.

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO END-USER

TELECOMMUNICATIONS SERVICES WITHIN

THE STATE OF ARIZONA

This tariff contains the descriptions, regulations and rates applicable to the furnishing of local exchange services for telecommunications services to Business Customers provided by Hypercube Telecom, LLC within the State of Arizona. This tariff is on file with the Arizona Corporation Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 3200 West Pleasant Run Road, Suite 300, Lancaster, Texas 75146.

LOCAL EXCHANGE SERVICES

CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
Title	Original	*	31	Original	*	61	Original	*
1	Original	*	32	Original	*	62	Original	*
2	Original	*	33	Original	*	63	Original	*
3	Original	*	34	Original	*	64	Original	*
4	Original	*	35	Original	*	65	Original	*
5	Original	*	36	Original	*	66	Original	*
6	Original	*	37	Original	*	67	Original	*
7	Original	*	38	Original	*	68	Original	*
8	Original	*	39	Original	*	69	Original	*
9	Original	*	40	Original	*	70	Original	*
10	Original	*	41	Original	*	71	Original	*
11	Original	*	42	Original	*	72	Original	*
12	Original	*	43	Original	*	73	Original	*
13	Original	*	44	Original	*	74	Original	*
14	Original	*	45	Original	*	75	Original	*
15	Original	*	46	Original	*	76	Original	*
16	Original	*	47	Original	*	77	Original	*
17	Original	*	48	Original	*			
18	Original	*	49	Original	*			
19	Original	*	50	Original	*			
20	Original	*	51	Original	*			
21	Original	*	52	Original	*			
22	Original	*	53	Original	*			
23	Original	*	54	Original	*			
24	Original	*	55	Original	*			
25	Original	*	56	Original	*			
26	Original	*	57	Original	*			
27	Original	*	58	Original	*			
28	Original	*	59	Original	*			
29	Original	*	60	Original	*			
30	Original	*						

* - indicates those pages included with this filing

TARIFF FORMAT

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

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the 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 the next higher level:

2.
2.1
2.1.1
2.1.1.A.
2.1.1.A.l.
2.1.1.A.l.(a)

D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new 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., remains 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 sheet is the most current on file with the Commission.

SYMBOLS

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

(C) - To signify changes regulation.

(D) - To signify discontinued rate or regulation.

(I) - To signify increased rate.

(M) - To signify a move in the location of text.

(N) - To signify new rate or regulation.

(R) - To signify reduced rate.

(S) - To signify reissued matter.

(T) - To signify a change in text but no change in rate or regulation.

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate telecommunications services to Business Customers by Hypercube Telecom, LLC, hereinafter referred to as the "Company", to Customers within the State of Arizona.

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

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

Communication Services - The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Company - Hypercube Telecom, LLC, the issuer of this tariff.

Customer: The person, firm, corporation or other entity which orders the Company's service or receives service including through a Constructive Order and is responsible for the payment of charges and for compliance with the Company's tariff regulations. The Customer could be an interexchange carrier, a local exchange carrier, a wireless provider, or any other carrier that operates in the state.

Direct Inward Dialing (or "DID") - A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

DID Trunk - A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

Direct Outward Dial (or "DOD") - A service attribute that allows individual station users to access and dial outside numbers directly.

SECTION 1 – DEFINITIONS, (CONT'D.)

End User: Any customer of a telecommunications service that is not a carrier except that a carrier shall be deemed to be an "End User" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "End User" if all resale transmissions offered by such reseller originate on the premises of such reseller. The term "telecommunications service" as used in this definition shall have the same meaning as used in rules, regulations and orders of the FCC, as amended from time to time.

Exchange Carrier: Any person, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Fiber Optic Cable - A thin filament of glass with a protective outer coating through which a light beam carries communications. Signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy.

Interexchange Carrier (IXC) - Any long distance telephone carriers authorized by the Commission to provide long distance, interLATA telecommunications service, but not local exchange services, within the state borders.

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.

Local Exchange Carrier or ("LEC") - Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

SECTION 1 – DEFINITIONS, (CONT'D.)

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

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 that 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. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order - The written request for services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

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

SECTION 2 – 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.

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

2.1.2 Shortage of Equipment or Facilities

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

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

SECTION 2 – 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 one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

B. 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.

C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written 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 – REGULATIONS, (CONT'D.)

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

2.1.3 Terms and Conditions, (Cont'd.)

D. Service may be terminated 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.

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

F. No other telephone company may 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 – REGULATIONS, (CONT'D.)

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

2.1.4 Liability of the Company

A. The liability of the Company for damages arising out of 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 arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

SECTION 2 – REGULATIONS, (CONT'D.)

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

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

C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.

D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnities and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

SECTION 2 – REGULATIONS, (CONT'D.)

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

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

F. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees.

G. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

H. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

I. Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this tariff. The obligation of the Company to provide service is dependent upon its ability to procure, construct and maintain facilities that are required to meet the Customer's order for service. The Company will make all reasonable efforts to secure the necessary facilities. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities, as well as the facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company. Where all of the necessary facilities are no longer available on a continuing basis or can no longer meet the Company's intended service quality levels on a twenty-four (24) hours per day, seven (7) days per week basis, the Company shall provide written notice to the Customer of the need to transition off of the Company's service. Such written notice shall, where possible, offer a continuation of Company service for no more than thirty (30) additional days.

J. 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.

SECTION 2 – 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 with 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 – 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 to the Customer without advance notification.

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 by the Company.

SECTION 2 – REGULATIONS, (CONT'D.)

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

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

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

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

SECTION 2 – 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 agents or contractors.

SECTION 2 – 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 with respect to which Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer.

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

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

2.2.4 A Customer or End User may not assign, or transfer in any manner, the service or any rights associated with the Company's 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 nonrecurring installation charges as stated in this tariff will apply.

SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

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

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

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.3.1 General, (Cont'd.)

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;

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

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.3.1 General, (Cont'd.)

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 the Company's equipment or facilities; and

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

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.3.2 Claims

With respect to any service or facility provided by the Company, 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:

A. any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

SECTION 2 – REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

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

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

SECTION 2 – 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 the Company's services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

B. The Company's 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 Customer-provided wiring shall be installed and maintained in compliance with those regulations.

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

SECTION 2 – 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 below 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 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its End Users. The Customer must pay the Company for all services provided regardless of whether the Customer submitted an order to the Company to provide such services. Restrictive endorsements or statements on checks accepted by the Company will not be binding upon the Company.

A. Taxes

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

B. Universal Service Contributions

The Company shall recover from the Customer any contributions the Company is required to make as a result of the service provided to the Customer to any state or federal fund established to further universal access, telecommunications relay services, local number portability or similar government sanctioned funding mechanisms. In the event that any of the service provided to the Customer is exempt from such contribution requirements, the Customer shall provide, in a manner requested by the Company, documentation evidencing such exemption.

The Company reserves the right to bill the Arizona Universal Service Fund Surcharge at the rate established by the Commission.

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges

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

B. The Company shall present invoices for monthly recurring charges to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. 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 30 days.

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

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

D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds that are not immediately available, 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 the lesser of the highest percentage allowable by the Arizona Corporation Commission or a late factor of 1.5% per month.

F. The Customer will be assessed a charge of twenty-five dollars ($25.00) for each check submitted by the Customer to the Company that a financial institution refused to honor.

G. The Customer has up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.

H. If service is disconnected by the Company in accordance with Section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges.

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Advance Payments

To safeguard its interests, the Company may require the Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring 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 nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. However, the amount of the advance payment in addition to any additional required deposits, as set forth in Section 2.5.4, shall not exceed 2 and one half times the amount of the Customer's monthly charges. The advance payment will be credited to the Customer's initial bill.

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.4 Deposits

The Company does not collect deposits.

2.5.5 Discontinuance of Service

A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.

B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

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

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Discontinuance of Service, (Cont'd.)

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

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

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

G. Upon the Company's discontinuance of service to the Customer under Section 2.5.5.A or 2.5.5.B, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

2.5.6 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 – REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service

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

2.6.1 Credit for Interruptions

A. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

B. For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.6.1 Credit for Interruptions, (Cont'd.)

C. A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

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

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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

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

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.6.2 Limitations on Allowances

No credit allowance will be made for:

A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, End User, or other common carrier providing service connected to the service of the Company;

B. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;

C. interruptions due to the failure or malfunction of non-Company equipment;

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

E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

F. interruptions of service 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; and

G. interruption of service due to circumstances or causes beyond the control of Company.

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.6.3 Cancellation for Service Interruption

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

2.7 Use of Customer's Service by Others

2.7.1 Resale and Sharing

Any service provided under this tariff maybe resold to or shared with other persons at the option of the Customer, subject to compliance with any applicable laws or Arizona Corporation Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

SECTION 2 – REGULATIONS, (CONT'D.)

2.8 Cancellation by the Customer

If a Customer terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due and owing 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 Cancellation of Application for Service

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

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

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

D. The special charges described in 2.8.1.A through 2.8.1.C will be calculated and applied on a case-by-case basis.

SECTION 2 – REGULATIONS, (CONT'D.)

2.8 Cancellation by the Customer, (Cont'd.)

2.8.2 Termination Liability for Canceled Service

A. all unpaid and waived nonrecurring charges reasonably expended by the Company as well as all costs incurred by Customer 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 or tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation; plus

D. the difference between a Customer's term rates and the Company's month-to-month rates times the actual length of service.

2.9 Transfers and Assignment

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 – REGULATIONS, (CONT'D.)

2.10 Notices and Communications

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

2.10.2 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.

2.10.3 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.

2.10.4 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 3 – APPLICATION OF RATES

3.1 Introduction

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

3.2 Charges Based on Duration of Use

3.2.1 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.

A. 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.

B. 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.

C. Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

D. 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.

E. All times refer to local time.

SECTION 3 – APPLICATION OF RATES, (CONT'D.)

3.3 Calculation of Distance

Where charges for a service are specified based upon distance, the following rules apply:

3.3.1 Usage charges for all mileage sensitive services are based on the airline distance between the rate 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 applicable rate centers as defined by Telcordia (formerly Bellcore) and on file with the FCC in the following manner:

3.3.2 The airline distance between any two rate centers is determined as follows:

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 Rate 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 4 – SERVICE AREAS

4.1 Local Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following incumbent LECs:

Qwest Communications, Inc.

SECTION 5 – LOCAL EXCHANGE SERVICE

5.1 General Description

5.1.1 Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network. Each local exchange service enables users to:

A. receive calls from other stations on the public switched telecommunications network;

B. access other services offered by the Company as set forth in this tariff;

C. access certain interstate and international calling services provided by the Company;

D. access (at no additional charge) the Company's, operators and business office for service related assistance;

E. access (at no additional charge) emergency services by dialing 0- or 911; and

F. access services provided by other common carriers that purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or that maintain other types of traffic exchange arrangements with the Company.

5.1.2 The following local exchange services are offered:

Basic Line Service

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

5.2 Basic Business Line Service

5.2.1 Description

Basic Business Line Service provides the Business Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Business Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Business Line may be configured into a hunt group with other Company-provided Basic Business Lines. Each Basic Business Line is provided with the following standard features which are set forth in Section 8.6 of the tariff.

Flat Rate Service is an exchange service for which a specified rate is charges, regardless of the amount of local usage.

5.2.2 Rates and Charges

A. Nonrecurring Charges

See Section 8.5

B. Monthly Recurring Charges

	Maximum	Current
Basic Local Service		
Flat Rate Service		
1st Line	$91.20	$30.40
Each Additional Line	$91.20	$30.40

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

5.3 Private Branch Exchange (PBX) Trunks

5.3.1 General

A. PBX Service is not provided on a one-way basis. Therefore, in-only or out-only trunks must be used in combinations which provide for two-way service for the PBX system.

B. Because calls cannot be received on out-only trunks, the Company will arrange with customers using these trunks to redirect incoming calls to a trunk which can receive calls or to make necessary custom local area signaling data base changes.

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

5.3 Private Branch Exchange (PBX) Trunks, (Cont'd.)

5.3.2 Flat Rate Trunks

A. General Description

Flat Rate Trunks may be configured as two-way, or as a combination of in and out only trunks. Flat Rate Trunks are provisioned as four-wire terminations with E & M signaling.

B. Rates and Charges

The following nonrecurring charge applies per trunk to install and to connect a trunk when changing a grade of service to PBX Service.

	Nonrecurring Charge	
	Maximum	Current
Business		
Per Trunk	$195.00	$65.00

	Monthly Recurring Charge	
	Maximum	Current
Per Trunk	$117.00	$39.00

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

5.3 Private Branch Exchange (PBX) Trunks, (Cont'd.)

5.3.3 Direct-Inward-Dialing (DID) Service

A. General Description

Direct-Inward-Dialing (DID) Service is a special trunking arrangement which permits incoming calls from the exchange network to reach a specific PBX station directly without an attendant's assistance.

B. Terms and Conditions

1. This feature may be provided, in addition to regular trunk rates and charges, where facilities are available and the PBX system or Customer provided switching equipment capabilities permit.

2. One primary directory listing in the main directory of the serving Central Office is provided for each PBX system.

3. The provision of this feature requires that the Customer subscribe to a sufficient number of trunk facilities to adequately handle the volume of incoming calls.

4. DID Service is available to new and existing Customers from non ESS offices if the office is equipped for DID Service and has sufficient DID capacity available.

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

5.3 Private Branch Exchange (PBX) Trunks, (Cont'd.)

5.3.3 Direct-Inward-Dialing (DID) Service, (Cont'd.)

B. Terms and Conditions, (Cont'd.)

5. Sequential numbers may be assigned if blocks of numbers are available and at the discretion of the Company. Rates and charges associated with sequential numbers are specified in C., following.

6. A DID sequential number block is a group of twenty telephone numbers in numeric order. The last digit of the first number within the block is a zero, and the last number within the number block must include an odd number in the sixth digit and a nine in the last digit.

7. DID Service is offered with switching vehicles served by trunk service. Answer Supervision is required from the Customer's switching vehicle.

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

5.3 Private Branch Exchange (PBX) Trunks, (Cont'd.)

5.3.3 Direct-Inward-Dialing (DID) Service, (Cont'd.)

C. Rates and Charges

Direct-Inward-Dialing (DID):

	Non Recurring Charge		Monthly Recurring Charge	
	Maximum	Current	Maximum	Current
Each DID nonsequential number	$3.00	$1.00	$0.45	$0.15
Each DID block of 20 sequential numbers	$60.00	$20.00	$9.00	$3.00
DID Change Charge				
Per Change of number of digits outpulsed	$150.00	$50.00	$10.00	$10.00
Per change of signaling from DTMF to DP, or vice versa	$150.00	$50.00	N/A	N/A
DID Trunk Termination:				
Each in-only analog trunk termination	$171.00	$57.00	$135.00	$45.00
Each 2-Way, 4-wire analog trunk termination	$171.00	$57.00	$135.00	$45.00
Hunting Line Service:				
Basic Hunting, per access line	$10.00	$0.00	$23.25	$7.75
Circular Hunting, per hunt group	$10.00	$0.00	$7.50	$2.50
Preferential Hunting, per access line	$10.00	$0.00	$2.25	$0.75

SECTION 6 – DIRECTORY SERVICES

6.1 Non-Published Service

6.1.1 Description

Non-Published Service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records.

6.1.2 Regulations

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

B. The Company will complete calls to a non-published number only when the caller dials direct or verbally gives the operator the number. No exceptions will be made, even if the caller says it is an emergency.

C. When the Company agrees to keep a number non-published, 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 someone. 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.

D. The Customer 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 – DIRECTORY SERVICES, (CONT'D.)

6.1 Non-Published Service, (Cont'd.)

6.1.3 Rates and Charges

There is a monthly charge for each non-published service. This charge applies if the Customer has other listed service at the same location, or if the service is installed for a temporary period.

There is a one-time nonrecurring charge for each request to move or change a listing. If the request is received after the directory publisher's deadline for such changes, an additional late charge will apply.

A. Nonrecurring Charges

See Section 8.5

B. Monthly Recurring Charges

	Maximum	Current
Non-Published Service	$7.05	$2.35

SECTION 6 – DIRECTORY SERVICES, (CONT'D.)

6.2 Non-Listed Service

6.2.1 Description

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

6.2.2 Regulations

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

The Company will complete calls to a non-listed number.

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 someone. 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 non-listed service.

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

SECTION 6 – DIRECTORY SERVICES, (CONT'D.)

6.2 Non-Listed Service, (Cont'd.)

6.2.3 Rates and Charges

There is a monthly charge for each non-listed service. This charge applies if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

There is a one-time nonrecurring charge for each request to move or change a listing. If the request is received after the directory publisher's deadline for such changes, an additional late charge will apply.

A. Nonrecurring Charges

See Section 8.5

B. Monthly Recurring Charges

	Maximum	Current
Non-Listed Service	$5.55	$1.85

SECTION 7 – LOCAL CALLING SERVICE

7.1 General Description

Local Calling Service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones included in the Customer's local calling area, except calls to other telephone companies' caller paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's centralized switching facility.

7.1.1 Basic Local Exchange Service

This calling service allows the Customer unlimited access to all other stations on the public switched telephone network within the base rate area of the Customer's local exchange, as specified in the Qwest tariff in effect and as amended from time-to-time.

7.1.2 Exchange Zone Increment

An Exchange Zone Increment charge applies to service outside the base rate area of an exchange.

SECTION 7 – LOCAL CALLING SERVICE, (CONT'D.)

7.1 Description, (Cont'd.)

7.1.3 Exchange Zone Increment Rate

A. Exchange Zone Number 1

Monthly Recurring Charge:	Per Line	
	Maximum	Current
	$1.50	$0.50

B. Exchange Zone Number 2

Monthly Recurring Charge:	Per Line	
	Maximum	Current
	$4.50	$1.50

SECTION 7 – LOCAL CALLING SERVICE, (CONT'D.)

7.2 Operator Assisted Local Calling Service Rates

For operator-assisted local calls, the operator charges listed in Section 8.1.3 apply in addition to the charges listed below.

7.2.1 Usage Charges

Per minute charges apply for each call. Timing is in whole minute increments, with a minimum charge of one minute per call.

A. Rate Per Minute

Maximum	Current
$0.75	$0.25

SECTION 8 – MISCELLANEOUS SERVICES

8.1 Operator Services

8.1.1 Description

Operator Handled Calling Services are provided to Customers and End Users of Company-provided local exchange lines, and to Customers and End Users of exchange access lines.

8.1.2 Definitions

Person-to-Person - Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

Station-to-Station - Refers to calls other than person-to-person calls billed to either the End User's commercial credit card and/or nonproprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones, which are coin telephones will not be accepted.

Operator Dialed Charge - The End User places the call without dialing the destination number, although the capability to do it himself exists. The End User will dial "0" for local calls and "00" for long distance calls and then request the operator to dial the called station.

Billed to Non-Proprietary Calling Card - Refers to calls that are dialed by the Customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier.

0-- (Fully Assisted) - Calling Card, Person-to-Person, Bill to Third Party, Station-to-Station, and/or Collect calls placed by Users dialing 0 without also entering a valid (area code) + (exchange) + (line number). An attended operator position (i.e. "live" operator) is required to obtain the (area code) + (exchange) + (line number) as well as the billing information from the User.

0+- (Partially Assisted) - Calling Card, Person-to-Person, Bill to Third Party, Station-to-Station, and/or Collect Calls placed by Users dialing 0+ (area code) + (exchange) + (line number). An attended operator position (i.e. "live" operator) is required to obtain billing information from the User.

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.1 Operator Services, (Cont'd.)

8.1.3 Rates and Charges

Local exchange and IntraLATA calls may be placed on an Operator Assisted basis. Usage charges for Operator Assisted calls are the same as those set forth in Sections 7 and 8, preceding. For Operator Assisted calls to Busy Line Verification and Interrupt, or Directory Assistance, the surcharges specified in Section 8.2.3 and Section 8.1.3 will apply in addition to any applicable Operator charges.

In addition to the usage charges identified above, the following operator-assisted charges will apply:

Per Call Charges:	Maximum Operator Surcharge	Current Operator Surcharge
Calling Card – Automated (0++)	$4.00	$2.00
Calling Card – Partially Assisted (0+-)	$6.00	$3.00
Calling Card – Fully Assisted (0--)	$6.00	$3.00
Bill to Third Party – Automated (0++)	$4.60	$2.30
Bill to Third Party – Partially Assisted (0+-)	$7.60	$3.80
Bill to Third Party – Fully Assisted (0--)	$7.60	$3.80
Collect – Automated (0++)	$4.60	$2.30
Collect – Partially Assisted (0+-)	$7.60	$3.80
Collect – Fully Assisted (0--)	$7.60	$3.80
Person to Person – Partially Assisted (0+-)	$9.00	$4.50
Person to Person – Fully Assisted (0--)	$12.00	$6.00
Station to Station – Partially Assisted (0+-)	$4.60	$2.30
Station to Station – Fully Assisted (0--)	$7.60	$3.80

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.2 Directory Assistance

8.2.1 General Description

A. Directory Assistance service allows customers to obtain listing information, which is comprised of a name, ZIP Code and/or address and telephone number.

B. The charges set forth, following, apply when customers of the Company request assistance in determining listing information for:

1. A person who is located in the same local service area, or

2. A person who is not located in the same local service area but who is located within the state for which the Company furnishes Directory Assistance Service.

C. If a customer abuses or fraudulently uses Directory Assistance service, the appropriate Directory Assistance charges may be assessed on that customer's telephone account.

D. A caller may request a maximum of two listings for each call to Directory Assistance. The rates apply whether or not the customer secures any requested information.

E. Call completion is provided without additional charge for calls within the LATA where facilities permit. When two listings are requested from Directory Assistance, only the second listing can be completed. However, intraLATA long distance or local message charges apply if applicable. Appropriate service charges listed in 8.1 apply in addition to the Directory Assistance Service charge.

SECTION 6 – DIRECTORY SERVICES, (CONT'D.)

8.2 Directory Assistance, (Cont'd.)

8.2.2 Rates and Charges

A. In locations where the customer has the capability to direct dial Directory Assistance but chooses to place the call as a mechanized or operator-assisted customer-dialed calling card call or operator-assisted station-to-station call, the appropriate charge, specified in 8.1 applies in addition to the Directory Assistance charge.

	Maximum	Current
Each call dialed directly by customer	$3.75	$1.25

B. The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of the service includes the obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Directory Assistance service, by rearranging, tampering, with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with attempt to avoid payment, in whole or in part, of the regular charge for such service. In addition to any other action authorized by this tariff, the Company may, in such cases of abuse or fraudulent use, assess appropriate Directory Assistance charges on the customer's regular telephone account.

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.3 Busy Line Verify and Line Interrupt Service

8.3.1 Description

Upon request of a calling party the Company will verify a busy condition on a called line.

A. The operator will determine if the line is clear or in use and report to the calling party.

B. The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

8.3.2 Regulations

A. A charge will apply when:

1. The operator verifies that the line is busy with a call in progress.
2. The operator verifies that the line is available for incoming calls.
3. The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.3 Busy Line Verify and Line Interrupt Service, (Cont'd.)

8.3.2 Regulations, (Cont'd.)

B. No charge will apply:

1. when the calling party advises that the call is to or from an official public emergency agency, and
2. under conditions other than those specified in 8.2.2.A preceding.

C. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

D. The Customer shall identify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

8.3.3 Rates and Charges

	Maximum	Current
Busy Line Verify Service (each request)	$9.00	$3.00
Busy Line Verify and Busy Line Interrupt Service (each request)	$18.00	$6.00

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.4 Service Implementation

8.4.1 Description

Absent a promotional offering, service implementation charges will apply to new service orders or to orders to change existing service.

8.4.2 Rates and Charges

A. Nonrecurring Charge

See Section 8.5

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.5 Restoration of Service

8.5.1 Description

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

8.5.2 Rates and Charges

A. Nonrecurring Charge

	Maximum	Current
Per occasion	$48.00	$16.00

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.6 Charges for Connecting or Changing Service

8.6.1 Description

A. The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or different location; or (d) restoral of service after suspension or termination for nonpayment. Connection charges are listed with each service to which they apply.

B. The Company alone may make changes in the location of its lines and equipment. When it is found that move or change of such lines or equipment has been made by others, the Connection Charge per line for the underlying service will apply as if the work had been done by the Company.

Move: A change in physical location of the Customer's premises or the point of termination at the Customer's premises. Charges equal to initial installation charge apply.

Change: Any revision, redesign or other provisioning change to existing services.

C. Premises Visit Charge

The Premises Visit Charge is a charge per premises visit by a Company field technician to the Customer's premises for the purpose of performing billable premises work authorized or requested by the Customer or the Customer's authorized representative. The Premises Visit Charge does not apply if the premises work is required or initiated by the Company.

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.6 Charges for Connecting or Changing Service, (Cont'd.)

8.6.2 Rates and Charges

A. Nonrecurring Charges

	Maximum	Current
Line Connection Charge		
Applies per exchange access line or trunk,		
First Line	$127.50	$42.50
Additional Line (each)	$127.50	$42.50
Line Change Charge		
Applies per exchange access fine or trunk		
First Line	$97.50	$32.50
Additional Line (each)	$97.50	$32.50
Secondary Service Charge		
Applies per Customer request		
Each:		
Add/Change Order	$82.50	$27.50
Record Order	$82.50	$27.50
Premises Work Charges		
Premises Visit Charge		
First 15-minute increment or fraction thereof	$189.00	$63.00
Each Additional 15-minute increment or fraction thereof		
Per increment	$90.00	$30.00

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.7 Optional Line and Trunk Features

8.7.1 Description

A. Business Line and Trunk Features

Anonymous Call Rejection - Anonymous Call Rejection prevents incoming calls marked private or anonymous from being completed. Anonymous Call Rejection is placed on the customer's line in the "off" condition. The customer must activate and deactivate the feature by dialing a code.

Call Forwarding Busy Line - Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Don't Answer – Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.7 Optional Line and Trunk Features, (Cont'd.)

8.7.1 Description, (Cont'd.)

A. Business Line and Trunk Features, (Cont'd.)

Call Forwarding Variable - When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

Call Return - Allows a Customer to dial a code that will cause the feature to automatically redial the number of the last incoming call to that line, whether the call was answered or not. The customer does not have to know the number of the calling party. If the called number is busy, the feature will redial the called number for a limited period of time. A tone alerts the customer when the called line is available. This service is available on a usage or subscription basis.

Call Tracing - Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only. After receiving the call which is to be traced, the customer dials a code and the traced telephone number is automatically sent to the Company for further action. The customer originating the trace will not receive the traced telephone number. The results of a trace will be furnished only to legally constituted law enforcement agencies or authorities upon proper request by them. The company is not liable for damages if, for any reason, the Call Trace attempt is not successful.

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.7 Optional Line and Trunk Features, (Cont'd.)

8.7.1 Description, (Cont'd.)

A. Business Line and Trunk Features, (Cont'd.)

Call Waiting - Provides a tone/signal to a customer that has a call in progress, that another call has been placed to that customer's telephone number. The customer may elect to hold the first call, by use of the switchhook, and answer the second call; as well as alternate between calls by pressing the switchhook. The customer may elect not to respond to the signal, and continue the original call. Call Waiting may be deactivated prior to making an outgoing call, (or during a call if the customer has Three-Way Calling).

Caller ID - Name and Number Allows for the automatic delivery of a calling party's name and telephone number (including nonpublished and nonlisted telephone numbers) to the called customer, which gives the called customer an opportunity to decide whether to answer the call immediately or not. The name and number are displayed on customer provided equipment.

Remote Access - Forwarding Allows all incoming calls to be forwarded to another telephone number. It allows the customer to remotely change the termination of their incoming calls. From any tone signaling telephone, the customer can activate, deactivate, or change the destination number.

Repeat Dialing - Allows a customer to dial a code that will cause the feature to automatically redial the last number the customer dialed. If the called number is busy, the feature will redial the called number for a limited period of time. A tone alerts the customer when the called number becomes available. This service is available on a usage or subscription basis.

Speed Calling - Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is Customer-changeable.

Three-Way Calling - Offers the capability to add a third party to an existing call, by depressing the switchhook. This service is available on a usage or subscription basis.

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.7 Optional Line and Trunk Features, (Cont'd.)

8.7.2 Rates and Charges

	Monthly Recurring Charge	
Business/Business PBX Individual Features:	Maximum	Current
Anonymous Call Rejection	$16.50	$5.50
Call Forwarding Busy Line	$7.50	$2.50
Customer Control of Call forwarding Busy Line	$22.50	$7.50
Call Forwarding Don't Answer	$10.50	$3.50
Customer Control of Call Forwarding Don't Answer	$22.50	$7.50
Call Forwarding Variable	$18.00	$6.00
Call Return (per line)	$11.55	$3.85
Call Return (per use)	$2.25	$0.75*
Call Tracing (per activation)	$6.00	$2.00
Call Waiting	$24.00	$8.00
Caller ID - Basic (Per Line)	$29.85	$9.95
Calling Number Delivery Blocking – Permanent (per line)	$34.50	$11.50
Remote Access - Call Forwarding Variable	$22.50	$7.50
Repeat Dialing (per line)	$13.05	$4.35
Repeat Dialing (per use)	$2.25	$0.75*
Speed Calling (30-code)	$16.50	$5.50
Speed Calling (8-code)	$11.55	$3.85
Three-Way Calling	$16.35	$5.45

* Capped at:	Maximum	Current
	$18.00 per month	$6.00 per month

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.8 Remote Call Forwarding

8.8.1 General Description

Remote Call Forwarding allows a Customer the ability to purchase additional Directory Numbers and to have calls to those telephone numbers forwarded on a permanent basis to a designated telephone number.

A. Conditions

1. The telephone number to which calls are forwarded is user-defined.

2. Changes to this number are made via a service order.

3. Customers can request additional paths for Remote Call Forwarding service.

4. A flat-rated monthly recurring charge applies for each main Remote Call Forwarding Directory Number and for each additional path ordered.

5. If the telephone number from which calls are forwarded and the telephone number to which calls are forwarded is a toll call, Customers will be charged the appropriate toll charges for each call made to the originating telephone number.

8.8.2 Rates and Charges

The following charges are for the Remote Call Forwarding feature only and are in addition to applicable charges for service and equipment.

Remote Call Forwarding applies per feature arranged and includes one access path for either interexchange, intraexchange, or local calling area per service request.

A. Nonrecurring Charge: Service Order Charges apply

B. Monthly Recurring Charge

	Maximum	Current
Each Initial Path	$23.00	$7.95
Each Additional Access Path (with initial installation)	$23.00	$7.95

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.9 Hunting Service

8.9.1 Description

Hunting Service provides for the routing of a call to an idle station in a prearranged group when the called station line is busy. Hunting Service is only available between lines of the same type, e.g. flat rate lines routed to flat rate lines.

8.9.2 Rates and Charges

A. Nonrecurring Charge

Service Order Charges apply.

B. Monthly Recurring Charge

	Maximum	Current
Per Line, Basic	$23.25	$7.75

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.10 Primary Interexchange Carrier Change Charge

8.10.1 General

Within the first thirty (30) days of new service, a Customer may change his or her interLATA and/or intraLATA long distance carrier at no charge. After this thirty (30) day period, the Customer will incur a charge each time there is a change in either the interLATA or intraLATA long distance carrier associated with the Customer's line after the initial installation of service. If the Customer changes the interLATA and the intraLATA carrier on the same order, only one charge will be assessed. The Company may require the Customer to select the Company as its interLATA and intraLATA long distance carrier in conjunction with certain services.

8.10.2 Options

Option A: Customer may select the Company as the presubscribed carrier for IntraLATA toll calls subject to presubscription.

Option B: Customer may select her/his interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option C: Customer may select a carrier other than the Company or the Customer's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option D: Customer may select no presubscribed carrier for intraLATA or interLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code (1010XXX) to route all intraLATA toll calls to the carrier of choice for each call. Requests for "no presubscribed carrier" and access via casual 1010XXX dialing must be made by the Customer of record in writing.

8.10.3 Primary Interexchange Carrier Change Charges

A. Application of Charges

After a Customer's initial selection of a toll carrier, for any change thereafter, a nonrecurring PIC Change Charge will apply.

B. Nonrecurring Charge

	Maximum	Current
Per business line or trunk	$15.00	$5.00

SECTION 9 – SPECIAL ARRANGEMENTS

9.1 Special Construction

9.1.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

A. nonrecurring type charges;

B. recurring type charges;

C. termination liabilities; or

D. combinations thereof.

9.1.2 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

A. The termination liability period is the estimated service life of the facilities provided.

B. The amount of the maximum termination liability is equal to the estimated amounts for:

SECTION 9 – SPECIAL ARRANGEMENTS, (CONT'D.)

9.1 Special Construction, (Cont'd.)

9.1.2 Termination Liability, (Cont'd.)

B. (Cont'd.)

1. cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:

(a) equipment and materials provided or used,

(b) engineering, labor and supervision,

(c) transportation, and

(d) rights-of-way;

2. license preparation, processing, and related fees;

3. tariff preparation, processing, and related fees;

4. cost of removal and restoration, where appropriate; and

5. any other identifiable costs related to the specially constructed or rearranged facilities.

C. The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 9.1.2.B preceding by a factor related to the un-expired period of liability and the discount rate for return and contingencies. The amount determined in Section 9.1.2.B preceding shall be adjusted to reflect the re-determined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

SECTION 9 – SPECIAL ARRANGEMENTS, (CONT'D.)

9.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and made available on a nondiscriminatory basis.

9.3 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers.

Tariff Schedule Applicable to

Resold and Facilities-Based

Intrastate Interexchange Services

Furnished by

Hypercube Telecom, LLC

Between Points Within the State of Arizona

This tariff contains the descriptions, regulations and rates applicable to the furnishing of resold and facilities based intrastate interexchange services for telecommunications services provided by Hypercube Telecom, LLC within the State of Arizona. This tariff is on file with the Arizona Corporation Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 3200 West Pleasant Run Road, Suite 300, Lancaster, Texas 75146.

CHECK PAGE

The Pages are effective as of the date shown. Revised pages as named below contain all changes from the original tariff that are in effect on the date thereof.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
Title	Original	*	26	Original	*		
1	Original	*	27	Original	*		
2	Original	*	28	Original	*		
3	Original	*	29	Original	*		
4	Original	*	30	Original	*		
5	Original	*	31	Original	*		
6	Original	*	32	Original	*		
7	Original	*	33	Original	*		
8	Original	*	34	Original	*		
9	Original	*	35	Original	*		
10	Original	*	36	Original	*		
11	Original	*	37	Original	*		
12	Original	*	38	Original	*		
13	Original	*	39	Original	*		
14	Original	*	40	Original	*		
15	Original	*	41	Original	*		
16	Original	*					
17	Original	*					
18	Original	*					
19	Original	*					
20	Original	*					
21	Original	*					
22	Original	*					
23	Original	*					
24	Original	*					
25	Original	*					

* Indicates pages included in this filing.

OTHER CARRIERS

None

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS

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

C - To signify changed regulation or rate structure.

D - To signify discontinued rate or regulation.

I - To signify an increased rate.

M - To signify a move in the location of text.

N - To signify a new rate or regulation.

R - To signify a reduced rate.

S - To signify reissued material.

T - To signify a change in text but no change in rate or regulation.

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.

C. Paragraph Numbering - There are various 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).

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. remains 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

Certain terms used generally throughout this tariff are described below.

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

Company – Hypercube Telecom, LLC, the issuer of this tariff.

Customer: The person, firm, corporation or other entity which orders the Company's service or receives service including through a Constructive Order and is responsible for the payment of charges and for compliance with the Company's tariff regulations. The Customer could be an interexchange carrier, a local exchange carrier, a wireless provider, or any other carrier that operates in the state.

End User: Any customer of a telecommunications service that is not a carrier except that a carrier shall be deemed to be an "End User" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "End User" if all resale transmissions offered by such reseller originate on the premises of such reseller. The term "telecommunications service" as used in this definition shall have the same meaning as used in rules, regulations and orders of the FCC, as amended from time to time.

Exchange Carrier: Any person, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any person, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

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.

SECTION 1 - DEFINITIONS, (Cont'd.)

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

Service Commencement Date - The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customers 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. The Company and the Customer may mutually agree on a substitute Service Commencement Date.

Service Order - The written request for communications services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

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

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Application

A. This tariff applies to intrastate interexchange telecommunications services furnished by the Company to Customers within the State of Arizona in accordance with the conditions set forth below. This tariff applies only for the use of the Company's services for communications between and among points within the State of Arizona. These services may be provided in conjunction with the Company's interstate telecommunications services which are provided under the Company's Federal tariff.

B. Services offered under this tariff are not offered for the purpose of completing calls between two points within the same local calling area or metropolitan exchange area, as defined in the tariffs of the Local Exchange Telecommunications Company or Companies serving those points.

C. Presubscribed services are provided from all converted equal access end offices within the State of Arizona where the Company has a Point of Presence (POP) within the LATAs.

D. Services provided by the Company under this tariff are offered only to non-residential (e.g., business or commercial) Customers.

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

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

2.1.2 Scope

The Company undertakes to furnish intrastate interexchange communications services in accordance with the terms and conditions set forth in this tariff.

2.1.3 Shortage of Facilities

All service is subject to the availability of suitable facilities. 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.

2.1.4 Terms and Conditions

A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

B. 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.

C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the current rates unless terminated by either party upon 5 days advance written 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.

D. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

E. This tariff shall be interpreted and governed by the laws of the State of Arizona without regard for its choice of laws provision.

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

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

2.1.5 Liability of the Company

A. Except as otherwise stated in this tariff, the liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.8. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer as a result of any Company service, equipment or facilities, or any acts or omissions or negligence of the Company's employees or agents.

B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way materials, or strikes, lock-outs, work stoppages, or other labor difficulties.

C. The Company shall not be liable for (a) any act or omission of any entity furnishing to the Company or to the Company's Customers' facilities or equipment used for interconnection with the Company's services; or (b) for the acts or omissions of common carriers or warehousemen.

D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of equipment or facilities provided by the Customer or third parties.

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

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

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

E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

F. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees.

G. The Company shall be indemnified, defended and held harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, invasion of privacy or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's facilities.

H. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services in the month in which the event giving rise to the liability occurred. No action or proceeding against the Company shall be commenced more than one year after the event giving rise to the liability occurred.

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

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

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

I. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

J. The Company shall indemnify, defend, and hold harmless the Customer from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for any injury to persons or property, and any interruption of, interference to, or other defect in any service provided by the Company to any third party, if such injury, interruption, interference, or other defect was not caused by any negligent or intentional act or omission of the Customer or any of its officers, employees, agents, invitees, or contractors.

K. Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this tariff. The obligation of the Company to provide service is dependent upon its ability to procure, construct and maintain facilities that are required to meet the Customer's order for service. The Company will make all reasonable efforts to secure the necessary facilities. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities, as well as the facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company. Where all of the necessary facilities are no longer available on a continuing basis or can no longer meet the Company's intended service quality levels on a twenty-four (24) hours per day, seven (7) days per week basis, the Company shall provide written notice to the Customer of the need to transition off of the Company's service. Such written notice shall, where possible, offer a continuation of Company service for no more than thirty (30) additional days.

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

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

2.1.6 Provision of Equipment and Facilities

A. Except as otherwise indicated, Customer-provided station equipment 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. 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 Customer-provided equipment or for the quality of, or defects in, such transmission; or

2. the reception of signals by Customer-provided equipment; or

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

2.1.7 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its 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 for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require applicants for service who intend to use the Company's 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.

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

2.2.4 A Customer or End 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 communication services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring 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 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 gross 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.

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.

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

2.4 Customer Equipment and Channels

2.4.1 Interconnection of Facilities

A. Interconnection between Customer-provided and Company-provided service must be made by the Customer's purchase of dedicated access lines or through the use of switched access service.

B. 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.

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

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

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 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 the protective requirements in connection with Customer-provided equipment 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 by registered mail, in writing, of the need for protective action. In the event that the Customer fails to advise the Company within 10 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 the suspension of service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to one month of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring 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.

2.6 Customer Deposits

The Company does not require Customer deposits.

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

2.7 Payment Arrangements

2.7.1 Payment for Service

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

A. Taxes

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its End Users. The Customer must pay the Company for all services provided regardless of whether the Customer submitted an order to the Company to provide such services. Restrictive endorsements or statements on checks accepted by the Company will not be binding upon the Company.

B. Universal Service Contributions

The Company shall recover from the Customer any contributions the Company is required to make as a result of the service provided to the Customer to any state or federal fund established to further universal access, telecommunications relay services, local number portability or similar government sanctioned funding mechanisms. In the event that any of the service provided to the Customer is exempt from such contribution requirements, the Customer shall provide, in a manner requested by the Company, documentation evidencing such exemption.

The Company reserves the right to bill the Arizona Universal Service Fund Surcharge at the rate established by the Commission.

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

2.7 Payment Arrangements, (Cont'd.)

2.7.2 Billing and Collection of Charges

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

A. Nonrecurring charges are due and payable within 30 days after the date of the invoice.

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 30 days after the date of the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.

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 30 days.

D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day 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.)

2.7 Payment Arrangements, (Cont'd.)

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

E. 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 presentment, 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.

F. The Customer will be assessed a charge of twenty-five dollars ($25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.

G. Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.

H. If service is disconnected by the Company in accordance with Section 2.7.3 following and later restored, restoration of service will be subject to all applicable installation charges.

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

2.7 Payment Arrangements, (Cont'd.)

2.7.3 Discontinuance of Service for Cause

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

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

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

D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service for nonpayment of regulated services after 5 days prior written notice without incurring any liability.

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

2.7 Payment Arrangements, (Cont'd.)

2.7.3 Discontinuance of Service for Cause, (Cont'd.)

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

F. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs as set forth in Section 2.10 of this tariff. The Customer will also be responsible for payment of any reconnection charges.

G. Upon the Company's discontinuance of service to the Customer under Section 2.7.3.A or 2.7.3.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 (discounted to present value at six percent).

H. The Customer is responsible for providing adequate access lines to enable the Company to terminate all Toll Free Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate Toll Free Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after 90 days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's Toll Free Service, with 30 days written notice.

2.7.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company verbal or written notice of desire to terminate service. Customers are still responsible for charges incurred up until the point of termination.

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

2.8 Allowances for Interruptions in Service

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

2.8.1 Credit for Interruptions

A. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

B. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly recurring charges specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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

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

2.8.1 Credit for Interruptions, (Cont'd.)

C. A credit allowance will be given for interruptions of 15 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

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

Interruptions of 24 Hours or Less

Length of Interruption	Interruption Period To Be Credited
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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

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

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

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

2.8.2 Limitations on Allowances

No credit allowance will be made for interruptions of service:

A. due to the negligence of, or noncompliance with the provisions of this tariff or contract by the Customer, End User, or other common carrier providing service connected to the service of the Company;

B. due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities, except those carriers providing wholesale services to the Company for the provision of the interrupted service;

C. due to the failure or malfunction of non-Company equipment;

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

E. during a 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. due to circumstances or causes beyond the control of Company; and

H. that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

2.8.3 Cancellation for Service Interruption

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

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

2.9 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.8.1), the Customer agrees to pay to Company any applicable termination liability charges, which are defined in the service offering section of this tariff. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.7.2.

2.10 Customer Liability for Unauthorized Use of Service

2.10.1 Unauthorized Use of the Company's Service

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

2.10.2 Liability for Calling Card Fraud

A. The Customer is liable for the unauthorized use of the Company's service which is obtained through the fraudulent use of a Company issued calling 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 End User(s) authorized by the Customer to place calls using the Company's service and to have the charges for such calls billed to the Customer's account.

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

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

2.10 Customer Liability for Unauthorized Use of Service, (Cont'd.)

2.10.3 Liability for Credit Card Fraud

A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a credit card, provided: (1) the card is an accepted credit card, and (2) the unauthorized use occurs before the Company has been notified.

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.

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

C. The Customer must give the Company written notice that an unauthorized use of the credit card has occurred.

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

2.10 Customer Liability for Unauthorized Use of Service, (Cont'd.)

2.10.4 Liability for Other Unauthorized Use

A. The Customer is responsible for payment of all charges for services furnished to the Customer or to End Users authorized by the Customer to use service provided under this tariff. 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.

B. The Customer is liable for all charges incurred as a result of unauthorized use of the Company's service, including incidental and consequential damages. In addition, the Customer is responsible for payment of any charges related to the suspension and/or termination of service and any charges for reconnection of service.

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

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

3.1.1 When Billing Charges Begin and Terminate For Calls

The Customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. when two-way communication, often referred to as "conversation time," is possible). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when either the calling or called party hangs up.

3.1.2 Billing Increments

Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one (1) minute for a connected call. Calls beyond one (1) minute are billed in one (1) minute increments.

3.1.3 Per Call Billing Charges

Billing is rounded up to the nearest penny for each call.

3.1.4 Uncompleted Calls

No charges apply to uncompleted calls.

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.2 Calculation of Distance

Where charges for a service are specified based upon distance, the following rules apply.

3.2.1 Usage charges for all mileage sensitive services are based on the airline distance between the rate 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 applicable rate centers as defined by Telcordia (formerly Bellcore) and on file with the FCC, in the following manner:

3.2.2 The airline distance between any two rate centers is determined as follows:

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 Rate 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 SERVICE, (CONT'D.)

3.3 Service Offerings

3.3.1 Hypercube Long Distance Service (LDS)

A. Description

Hypercube Long Distance Service (LDS) is a telecommunications service which is available for use by Customers twenty-four (24) hours a day. The Customer may originate LDS calls from locations served by the Company, and may terminate to all locations within the State of Arizona. Hypercube Calling Card services are available to Customers of the Company's LDS service subject to the provisions of Sections 3.3.3 and Section 4 of this tariff.

LDS calls are billed in six (6) second increments with an initial billing period of six (6) seconds.

LDS is offered in two variations depending upon the method the Customer employs to gain access to the Company's network for use of the service:

Switched LDS is offered in Feature Group D (FGD) exchanges where the Customer's local telephone lines are presubscribed by the local exchange company to the Company's LDS service, such that "1+" calls are automatically routed to the Company's network.

Dedicated LDS is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer is responsible for all costs and charges associated with the dedicated access facilities.