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**Law Office of Joan S. Burke**

1650 North First Avenue

Phoenix, AZ 85003

Phone: 602-535-0396

[joan@jsburkelaw.com](mailto:joan@jsburkelaw.com)

July 18, 2012

**BY HAND-DELIVERY**

Arizona Corporation Commission  
ATTN: Docket Control  
1200 West Washington  
Phoenix, AZ 85007

Arizona Corporation Commission

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**RE: Re-Invent Telecom, LLC**  
Docket No. T-20756A-10-0345

Enclosed for filing with the Commission are an original and thirteen (13) copies the Re-Invent Telecom, LLC ACC Tariff No. 1 (Regulations and Schedule of Charges for Local Exchange Services, Long Distance Telecommunications Services and Private Line Services). This filing is made in compliance with Decision No. 72673, para. 8(a). The tariff filing is dated July 18, 2012, with an effective date of August 17, 2012.

If you have any questions, please call me at 602-535-0396 or email me at [joan@jsburkelaw.com](mailto:joan@jsburkelaw.com).

Best regards,

Joan S. Burke

Enclosure

**Re-Invent Telecom, LLC**  
**Regulations and Schedule of Charges for**  
**Local Exchange Services, Long Distance Telecommunications Services**  
**and Private Line Services**  
**Within the State of Arizona**

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services provided by Re-Invent Telecom, LLC within the state of Arizona. This Tariff is on file with the Arizona Corporation Commission and at the Company's place of business.

## CHECK SHEET

Page 1 - 54 inclusive of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

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## **CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS**

None

### **SYMBOLS**

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

- C - To signify changed regulation
- D - To signify decreased rate
- I - To signify increased rate
- R - Reduction
- N - New rate or rule

## **TARIFF FORMAT**

**Sheet Numbering** - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

**Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file. For example, the 4<sup>th</sup> revised Sheet 14 cancels the 3<sup>rd</sup> revised Sheet 14.

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

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

**Check Sheets** - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the sheets contained in the Tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the addition. 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.

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Advance Payment:** Payment of all or part of a charge required before the start of service.

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

**Call Pickup:** Allows a User to answer incoming calls to another Station line within a defined call pickup group. Call Pickup is provided as either Group Call Pickup, where predesignated groups can pickup each other's calls by activating an access code or a feature key, or Directed Call Pickup, where any call can be retrieved by dialing a different access code followed by the extension number.

**Commission:** The Arizona Corporation Commission.

**Company:** Re-Invent Telecom, LLC, a Salt River Pima-Maricopa Indian Community corporation, which is the issuer of this tariff.

**Customer:** The person, firm, corporation or other entity which orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

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

**Hunting:** Routes a call to an idle Station line. With Serial Hunting, calls to a member of a hunt group will search from that point to the end of the group and stop.

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

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

**LATA:** A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

**Local Calling:** A completed call or telephonic communication between a calling Station and any other station within the local service area of the calling Station based on the NPA-NXXs of the calling and called parties.

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

**Mbps:** Megabits, or million of Bits, per second.

**Message Waiting:** This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dial tone).

**Most Idle Trunk Selection (“MIDL”):** MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

**Non-Recurring 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.

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

**Presubscription:** An arrangement whereby an end user may select and designate to the Company an interexchange carrier (“IXC”) to access, without an access code, for toll calls. This IXC is referred to as the end user’s predesignated IXC.

**Service Order:** The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof 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.

**Services:** The Company’s telecommunications services offered on the Company’s network.

**Speed Call:** Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

**Station:** Telephone equipment from or to which calls are placed.

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

**User:** A Customer or any other person authorized by the Customer to use service provided under this tariff.

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## **SECTION 2 - RULES AND REGULATIONS**

### **2.1 Undertaking of the Company**

#### **2.1.1 Scope**

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

Customers 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 herein, 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**

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

2.1.2.(B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities to furnish service as required at the sole discretion of the Company.

#### **2.1.3 Terms and Conditions**

2.1.3.(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. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

2.1.3.(B) Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the

service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff.

2.1.3.(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 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.

2.1.3.(D) This tariff shall be interpreted and governed by the laws of the State of Arizona.

2.1.3.(E) 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 2.1.4.(H) below.

#### 2.1.4 Liability of the Company

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

2.1.4.(A) The liability of the Company for damages arising out of the furnishing of these 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 of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company.

- 2.1.4.(B) The Company shall not be liable or responsible for any special, consequential, exemplary or punitive damages or lost profits whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.
- 2.1.4.(C) The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood 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 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.
- 2.1.4.(D) 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.
- 2.1.4.(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.
- 2.1.4.(F) The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- 2.1.4.(G) 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.

2.1.4.(H) The Company is not liable for any defacement of, or damage to, the premises of a Customer (or authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.

2.1.4.(I) The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

2.1.4.(J) The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.

2.1.4.(K) The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with CLEC Service.

2.1.4.(L) The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

2.1.4.(M) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING

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**WARRANTIES OF MERCHANTABILITY AND  
FITNESS FOR A PARTICULAR USE, EXCEPT  
THOSE EXPRESSLY SET FORTH HEREIN.**

**2.1.5 Notification of Service-Affecting Activities**

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

**2.1.6 Provision of Equipment and Facilities**

- 2.1.6.(A) Where construction is required, 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.
- 2.1.6.(B) The Company shall use reasonable efforts to maintain facilities 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 installed by the Company, except upon the written consent of the Company.
- 2.1.6.(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.
- 2.1.6.(D) Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

2.1.6.(E) 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. Beyond this responsibility, the Company shall not be responsible for:

2.1.6.(E).1 the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or

2.1.6.(E).2 the reception of signals by Customer-provided equipment; or

2.1.6.(E).3 network control signaling where such signaling is performed by Customer-provided network control signaling 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.

#### 2.1.8 Ownership of Facilities

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

#### 2.2 Prohibited Uses

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

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

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## 2.3 Obligations of the Customer

### 2.3.1 General Obligations

The Customer shall be responsible for:

- 2.3.1.(A) the payment of all applicable charges pursuant to this tariff;
- 2.3.1.(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, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;
- 2.3.1.(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;
- 2.3.1.(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 local exchange service 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 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;

- 2.3.1.(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;
- 2.3.1.(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) above; 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;
- 2.3.1.(G) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

### 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:

- 2.3.2.(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; or

2.3.2.(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 name not contemplated by the agreement between the Customer and the Company.

## 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

2.4.2.(A) The Customer is responsible for providing and maintaining any terminal equipment on the Customer 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.

2.4.2.(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

2.4.3.(A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

2.4.3.(B) Local Service 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.

2.4.3.(C) Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff.

#### 2.4.4 Inspections

2.4.4.(A) Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.(B) for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

2.4.4.(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.

## 2.5 Payment Arrangements

### 2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 30 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

2.5.1.(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, user fees, or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Services, all of which shall be separately designated on the Company's invoices.

2.5.1.(B) Surcharges: A surcharge is imposed on all charges for service originating at addresses in states, counties, and municipalities which levy, or assert a claim of right to levy, a gross receipt or franchise tax on the Company's operations in any such state, county or municipality, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that jurisdiction. This surcharge is based on the particular state's, county's, or municipality's receipts tax

or franchise fee and other jurisdiction's taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that jurisdiction and/or payment of interstate access charges in that jurisdiction. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

### 2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

2.5.2.(A) All service, installation, monthly Recurring Charges and Non-Recurring Charges are due and payable upon receipt.

2.5.2.(B) The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month in which service is provided. Usage charges will be billed in arrears.

2.5.2.(C) For new customers or existing customers whose service is disconnected, 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.

2.5.2.(D) Amounts not paid within 30 days after the date of invoice are considered past due.

2.5.2.(E) Checks with insufficient funds or non-existing accounts will be assessed a penalty fee of \$25.00.

### 2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 30 days of receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Arizona Corporation Commission in accordance with the Commission's rules of procedure.

2.5.3.(A) The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

2.5.3.(B) The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

#### 2.5.4 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge (s) and three months' charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a deposit.

#### 2.5.5 Deposits

2.5.5.(A) Applicants for service or existing Customers whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit. All deposits will be handled in accordance with the provisions of the Commission's rules. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

2.5.5.(A).1 two month's charges for a service or facility which has a minimum payment period of one month; or

2.5.5.(A).2 the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account

at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

2.5.5.(B) A deposit may be required in addition to an advance payment.

2.5.5.(C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

2.5.5.(D) Deposits held will accrue interest at a rate specified by the Arizona Corporation Commission.

#### 2.5.6 Discontinuance of Service

2.5.6.(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.

2.5.6.(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.

2.5.6.(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.

2.5.6.(D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior

notice to the Customer, immediately discontinue or suspend service without incurring any liability.

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

2.5.6.(F) The Company may discontinue the furnishings of any or all service(s) which the Company is legally entitled to disconnect, to a Customer, without incurring any liability:

2.5.6.(F).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 also discontinue service pursuant to this sub-section if the Customer uses the service (a) in such a manner as to interfere with the service of other users; or (b) for unlawful purposes.

2.5.6.(F).2 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 2.5.5; or

2.5.6.(F).3 Ten (10) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that (10) day period; or

2.5.6.(F).4 Upon five (5) days written notice for non-payment of a bill for service.

2.5.6.(G) The suspension or 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 during the time of or up to suspension or discontinuance.

2.5.6.(H) Upon the Company's discontinuance of service to the Customer under Section 2.5.6.(A) or 2.5.6.(B), all

applicable charges, including termination charges, shall become due. This is 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.

## 2.6 Allowances for Interruptions of Service

### 2.6.1 Credit for Interruptions:

2.6.1.(A) When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. 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.

2.6.1.(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 for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

### 2.6.2 Limitations on Allowances

No credit allowance will be made for:

2.6.2.(A) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;

- 2.6.2.(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;
  - 2.6.2.(C) interruptions due to the failure or malfunction of non-Company equipment;
  - 2.6.2.(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;
  - 2.6.2.(E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
  - 2.6.2.(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;
  - 2.6.2.(G) interruptions of service due to circumstances or causes beyond the control of the Company.
- 2.6.3 Use of Alternative Service Provided by the Company: Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.
- 2.7 Cancellation of Service
- 2.7.1 Cancellation of Application for Service
    - 2.7.1.(A) Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
    - 2.7.1.(B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the

Company incurred, less salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.7.1.(C) The special charges described in 2.7.1.(A) and 2.7.1.(B) will be calculated and applied on a case-by-case basis.

## 2.7.2 Cancellation of Service by the Customer

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 2.6.1 above), Customer agrees to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonable incurred in connection with:

- all Non-Recurring Charges reasonably expended by the Company to establish service to the Customer, plus
- any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer, plus
- all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term.

## 2.8 Transfer 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 (c) pursuant to any financing, merger or reorganization of the Company.

## 2.9 Notices and Communications

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

- 2.9.2 The Company shall designate on the Service Order and 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.
- 2.9.3 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 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.
- 2.9.4 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.

#### 2.10 Taxes, Fees and Surcharges

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

#### 2.11 Arizona Universal Service Fund (AUSF)

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

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

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

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## SECTION 3 - SERVICE AREAS AND LOCATIONS

### 3.1 Exchange Service Areas

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

#### 3.1.1 Qwest Corporation

## SECTION 4 SERVICE OFFERINGS, RATES & CHARGES

### 4.1 Re-Invent Basic Local Business Service:

4.1.1 Re-Invent Basic Local Service (Business) consists of (i) a single, voice grade line with multi-frequency signaling capability; (ii) a telephone number; (iii) Local Calling within the local calling area; (iv) a white page directory listing; (v) 911 Service or, where available, E911 Service; (vi) access to Operator Services, Directory Assistance, Telephone Relay Service; (v) the interexchange carrier selected by the Customer for interLATA, interstate or international calling; Dial Around capabilities; and (vi) Toll Free 8XX, 900/976 calling. Recurring and Nonrecurring Charges for Re-Invent Business Services are specified in Section 4.1.1(C) and (D). Availability of particular Services and features, whether part of the basic service or optional or part of a promotion, are provided where facilities, equipment, and technology permit.

Basic Local Business Service Features: Each Basic local line includes the following standard features at no additional charge:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access enhanced 911 Emergency Service where available;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Services;

- access Directory Assistance;  
place or receive calls to 800 telephone numbers; and
- access Telecommunication Relay Service.

4.1.1.(A) Optional Features: A Local Exchange Customer may order, in addition to the standard features, the following optional features, at the rates specified in Section 4.1.4.

Call Forward Busy

Call Forward No Answer

Call Forward Variable

Call Hold

Calling Number Delivery

Call Park

Call Pickup, Group

Call Waiting

Conference Three-Way

Message Waiting

Hunting

Speed Call (up to 8 numbers)

Calling Number Delivery (Caller ID)

Calling Number Delivery Blocking (Per Line)

Voice Mail

4.1.1.(B) Expanded Service Bundle: Customers may select up to 4 of the optional features listed in Section 4.1.1.(A); additional features in excess of 4 will be available at the rates specified in Section 4.1.1(C).2.

4.1.1.(C) Local Line Rates and Charges: A Local Line Customer will be charged applicable Non-Recurring Charges and monthly Recurring Charges as specified in Sections 4.1.1.(C).1 and 4.1.1(C).2, respectively.

4.1.1.(C).1 Non-Recurring Charges

	<u>Maximum</u>	<u>Current</u>
Service Connection Charge (per line)	\$150.00	\$90.00
Subsequent Account Changes (per order)	\$50.00	\$25.00
Line Restoral Charge	\$100.00	\$50.00
Premises Hourly Work Charge	\$130.00	\$99.00
Misdirect Charges	\$195.00	\$99.00
Optional Feature Activation (per order)	\$50.00	\$25.00

NOTE: Non-recurring account change charges will not apply during the initial 30 day period following completion of a service order.

4.1.1.(C).2 Monthly Recurring Charges

	<u>Maximum</u>	<u>Current</u>
Basic Local Business Service - Line Charge	\$59.95	\$29.95
Expanded Service Bundle - Line Charge	\$100.00	\$41.95
<u>Optional Features:</u>		
Call Forward Busy	\$12.00	\$6.00
Call Forward No Answer	\$12.00	\$6.00
Call Forward Variable	\$12.00	\$6.00
Call Hold	\$12.00	\$6.00
Calling Number Delivery	\$12.00	\$6.00
Calling Number Delivery	\$12.00	\$6.00

Local Exchange, Long Distance and Private Line Telecommunications Services

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Blocking	\$12.00	\$6.00
Call Park	\$12.00	\$6.00
Call Pickup, Group	\$12.00	\$6.00
Call Waiting	\$12.00	\$6.00
Conference Three Way	\$12.00	\$6.00
Message Waiting	\$12.00	\$6.00
Hunting	\$12.00	\$6.00
Speed Call (up to 8 numbers)	\$12.00	\$6.00
Voice Mail	\$12.00	\$6.00

4.1.2 Local Trunk: Local Trunk(s) provide Customer with voice-grade communication channel(s) to the Customer's Private Branch Exchange ("PBX") or Hybrid Key System. Local Trunks will be provisioned as digital and will be provided in the following manner:

4.1.2.(A) Digital Local Trunk: Digital Local Trunk service provides a DS-1 digital transmission facility operating at 1.544 Mbps and time division multiplexed into 24 channels for the connection of Basic or DID Trunks to the Customer's PBX or trunk-capable Key System. Local Trunk - Digital can be used to carry one-way outbound traffic, one-way inbound or two-way traffic, Direct Inward Dialing, or a combination thereof.

4.1.2.(B) Optional Local Trunk Configurations:

4.1.2.(B).1 One-Way Outbound: Provides the Customer with a single analog connection which is restricted to carry outbound traffic only.

4.1.2.(B).2 One-Way Inbound or Two-Way: Provides the Customer with individual channels which are used to carry one-way inbound or two-way traffic. One common telephone number will be provided per trunk group.

4.1.2.(B).3 Direct Inward Dialing ("DID"): Provides the Customer with individual channels which can

carry one-way inbound traffic. Local Trunks configured for DID service will out pulse the dialed station number to the Customer's PBX or Key equipment, thereby, permitting direct routing of the call without the aid of an attendant. The number of digits to be outpulsed must be specified by the Customer

Additional set-up charges and number charges apply for local trunks configured for DID service as specified in Section 4.1.2.(D).

4.1.2.(C) Local Trunk Features:

4.1.2.(C).1 Standard Features (no additional charge):

Touch Tone

Presubscription

One Directory Listing

Calling Number Delivery Blocking (per call)

Toll Restriction

900/976 Blocking

Least Idle or Most Idle Trunk Selection (digital trunks only)

4.1.2.(C).2 Optional Features: The following optional features are available with appropriately configured local trunks at the rates specified in Section 4.1.2.(D).

Calling Number Delivery

Hunting

Direct Inward Dialed (DID) Numbers

4.1.2.(D) Local Trunk-Rates and Charges: A Local Trunk Customer will be charged applicable Non-Recurring Charges and monthly Recurring Charges as specified in this Section.

4.1.2.(D).1 Monthly Recurring Charges (Maximum)

Local Trunk – Digital (per trunk)	\$115.00
DS-1 Transport Service	\$500.00
DS-3 Transport Service	\$3000.00

Optional Features:

Calling Number Delivery	\$12.00
Calling Number Delivery Blocking (per line)	\$12.00
Hunting	\$12.00
DID Numbers (per block of 20)	\$12.00

Rates for a volume of numbers greater than 200 will be provided on an Individual Case Basis.

4.1.2.(D).2 Non-Recurring Charges (Maximum)

Installation Charge - per local trunk	\$100.00
Per DS-1 Private Line Transport Service	\$300.00
Per Trunk Group Configured for DID Svc.	\$25.00
Subsequent Account Changes (Changes, Additions per order)	
Service Changes (redirections etc.)	\$65.00
Presubscription Change Charge	
(Per change, 1st trunk)	\$5.00
(Per change, additional trunks)	\$5.00
Line Restoral Charge	\$25.00

(Applies for trunk restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and

subsequently re-established, charges apply as for a new installation of service.)

NOTE: Non-recurring account change charges will not apply during the initial 30 day period following completion of a service order.

4.2 Intrastate and Interstate Long Distance

4.2.1 1+ Dialing

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate and interstate calls. The customer dials "1" followed by "ten digits." Long distance usage charges are based on the actual usage of the Company network. Chargeable time begins when a connection is established between the calling station and the called station. Chargeable time for a call ends when one of the calling parties disconnects from the call. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company.

4.2.1 Long Distance Services Rates and Charges:

Long Distance Rate	
First Minute	Each Additional minute
\$0.05	\$0.05

Billed in one minute increments

A \$5.00 per month per number service charge applies.

4.3 Directory Assistance

A Customer may obtain Local Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator. Directory Assistance includes the option for call completion to the requested number at no additional charge.

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4.3.1 Each call to Directory Assistance will be charged as follows:

	<u>Per call</u> <u>Maximum</u>
Direct Dialed	\$2.00
Operator Assisted	\$4.00

The Customer may request a maximum of two telephone numbers per call to Directory Assistance service without additional charges.

4.3.2 Credits

A credit will be given for calls to Directory Assistance only as follows: (1) the Customer experiences poor transmission or is cut-off during the call; or (2) the Customer is given an incorrect telephone number. To obtain such a credit, the Customer must notify its Customer Service representative.

4.4 Operator Assistance

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. In addition to the rates specified in Section 4.1, surcharges as specified in Section 4.3.1 will apply:

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

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

Calling Cards: Provides the Customer with the capability to place a call using a calling card with or without the assistance of an operator.

Person to Person: Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.

Station to Station: Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.

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4.4.1 <u>Operator Assisted Surcharges:</u> The following surcharges will be applied on a per call basis.	<u>Maximum</u>	<u>Current</u>
Calling Card/Operator	\$6.00	\$3.00
Calling Card/Automated	\$4.00	\$2.00
Third Number Billing/Operator	\$7.60	\$3.80
Third Number Billing/Automated	\$4.60	\$2.30
Collect Calling/Operator	\$7.60	\$3.60
Collect Calling/Automated	\$4.60	\$2.30
Person to Person/Operator	\$12.00	\$6.00
Person to Person/Automated	\$9.00	\$4.50
Station to Station/Operator	\$7.60	\$3.80
Station to Station/Automated	\$4.60	\$2.30

#### 4.5 Directory Listings

Enhanced Business Whitepages and Yellowpages Directory Listings. Business Whitepages and Yellowpages Directory listings will be provided upon the Customer's request to those Customers with at least one Basic Local Business Service line. The Whitepages and Yellowpages Directory listings include:

- Local Main Listing
- Straight Line Under main listing
- Caption Main Listing

4.5.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby.

4.5.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, contains obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the

directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

**Recurring Charge:** The Monthly Recurring Charge associated with Directory Listings on a per listing or per number charge is as follows:

	<u>Maximum Per Listing/ Per Number</u>
Primary Listing	N/C
Additional listing	\$2.10
Non-Listed Number	\$1.45
Non-Published Number	\$1.80

**Non-Recurring Charge:** The Non-Recurring charge associated with Directory Listings on a per listing or per number charge is as follows:

	<u>Maximum</u>
Primary Listing	\$20.00
Additional listing	\$20.00
Non-Listed Number	\$20.00
Non-Published Number	\$20.00

- 4.6 Emergency Services (Enhanced 911): Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary E911 provider for display at the Public Service Answering Point ("PSAP").
- 4.7 Telecommunications Relay Service: Telecommunications Relay Service enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar devices to communicate freely with the hearing population for using the text telephone and vice versa. The Company does not impose any charge to end users for access to Telecommunications Relay Service. However, persons using this Service are liable for applicable per call/increment charges.

- 4.8 Presubscription: Provides Customers with the ability to have message toll or long distance calls routed directly to their carrier of choice without the dialing of any additional digits. Customers may select separate carriers for intraLATA and interLATA calls.
- 4.9 Promotional Offerings: The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made.
- 4.10 Trial Service Offering (“TSO”)
- 4.10.1 In the normal course of business the Company, at its discretion, may elect to offer certain services to Customer on a “trial basis.”
- 4.10.2 In order to conduct such “trials”, the Company will file with the Commission, on at least the minimum notice required by the Commission relative to such service, a Trial Service Offering (“TSO”) Supplement.
- 4.10.3 The TSO Supplement will contain a brief description of the trial service(s), features, special agreements, applicable rates and regulations. In addition, the Supplement will include specific information as to the availability and estimated duration of the Trial Service Offering.
- 4.10.4 The filing of a TSO Supplement does not obligate the Company to continue the trial service beyond the stated trial period or to offer said service as a general tariffed offering in the future.
- 4.10.5 Service(s) provided hereunder are subject to all other applicable provisions in the tariffs of the Company lawfully on file with the Commission. However, the TSO rates and charges will supersede applicable general tariff rates and charges for the duration of the trial period.

4.11 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 service in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis and will be filed with the Arizona Corporation Commission.

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## **SECTION 5 - MISCELLANEOUS SERVICES AND AGREEMENTS**

### **5.1 Private Line Service**

**5.1.1 Private Line Service is the furnishing of Company facilities for communication purposes between specified customer locations. Service is furnished 7 days per week, 24 hours per day for a minimum billing period of one month.**

The services provided under this tariff will include any Company facilities to that point where provision is made for termination of the Company's outside distribution network facilities at the customer distribution network facilities at the customer designated premises. Any customer requested work past this point of termination will be furnished on a deregulated time and material basis, and will become the property of the customer.

Services provided to the Point of Termination (POT) shall be maintained by the Company. Facilities on the premises of a customer, furnished by the Company to the POT, are the property of the Company, whose employees shall have the right to enter said premises for the purpose of installing, inspecting or repairing the facilities.

Private Line Service may be provided jointly by more than one company. Each company will provide the portion of the transport facilities in its operating territory to an Interconnection Point with the other telephone company. Each company will bill the customer for their portion of the private line service.

### **5.1.2 Application of Rates and Charges**

There are two types of rates and charges for Private Line Services. These are nonrecurring charges and monthly rates. The one time nonrecurring charges for Private Line Services will be established on an Individual Case by Case Basis.

#### **5.1.2.(A) Interstate Private Line Service Rates**

This service will be billed according to the National Exchange Carrier Association (NECA) tariff rates on file with the Federal Communications Commission (FCC).

#### **5.1.2.(B) Intrastate Private Line Service Rates**

Rates are composed of the following three elements which may apply to a Customer's service, depending upon the specific service requested and its location:

The channel termination rate element provides for the termination of the communications path at the Customer designated location. One channel termination charge applies for each Customer designated location at which a channel is terminated.

The channel mileage rate element is determined by the Vertical and Horizontal Coordinates (“V & H”) method, as set forth in the National Exchange Company Association Tariff, F.C.C. No 4. When the calculation results in a fraction of a mile, the total is rounded up to the next whole mile before applying the rate.

Optional Features for which charges are applied only include multiplexing.

### **DS-1 Service**

DS-1 service is a digital transmission facility of 1.544 Mbps with a capacity of up to 24 analog or digital channels. This service supports voice, analog data, digital data and video.

#### **DS-1 Rates Recurring Monthly Charge:**

	<u>Maximum</u>
<u>Channel Termination</u> (per point of termination)	\$300.00
<u>Channel Mileage</u> (per mile)	\$16.00

### **DS-3 Service**

DS-3 service is a digital transmission facility of 44.736 Mbps with a capacity of 28 DS-1 channels or 672 Voice, Analog Data or Digital Data Channels.

#### **DS-3 Rates Recurring Monthly Charge:**

	<u>Maximum</u>
<u>Channel Termination</u> (per point of termination)	\$2,500.00
<u>Channel Mileage</u> (per mile)	\$150.00
<u>Optional Features</u> (multiplexing DS-3 to DS-1)	ICB

### 5.1.3 Other Private Line Services

All other Private Line Services, and applicable rates, not provided for in this tariff will be handled on an individual case basis. In these cases, the Company may choose to defer to Qwest Corporation or National Exchange Carrier Association tariffs, but reserves the right not to do so.

### 5.2 Interconnection with Other Common Carriers

Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company in this regard is not part of a joint undertaking with such other common carriers or systems.

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