

ORIGINAL

NEW APPLICATION



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.

T-20882A-13-0108

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ARIZONA CORPORATION COMMISSION
DOCKET CONTROL

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:

TNCI Operating Company LLC
114 E. Haley Street, Suite A
Santa Barbara, CA 93101
Tel: (805) 560-7809
Fax: (805) 869-1445
www.tnicc.com

Arizona Corporation Commission
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APR 16 2013

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

Not Applicable.

(A-4) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Management Contact:

**Jeff Compton
President & CEO
TNCI Operating Company LLC
114 E. Haley Street, Suite A
Santa Barbara, CA 93101
Tel: (805) 560-7809
Fax: (805) 869-1445
jcompton@bluecasa.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:

Correspondence concerning this Application should be directed to Applicant's attorneys:

**Michael T. Hallam
Lewis & Roca
40 North Central Avenue
Suite 1900
Phoenix, AZ 85004
Tel: (602) 262-5340
Fax: (602) 734-3886
Mhallam@lrlaw.com**

with a copy to:

**Jean L. Kiddoo
Brett P. Ferenchak
Bingham McCutchen LLP
2020 K Street, N.W.
Washington, DC 20006-1806
Tel: (202) 373-6000
Fax: (202) 373-6001
jean.kiddoo@bingham.com
brett.ferenchak@bingham.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:

Stefanie Edwards
Vice President, Operations
TNCI Operating Company LLC
114 E. Haley Street, Suite A
Santa Barbara, CA 93101
Tel: (805) 560-8014
Fax: (805) 965-2476
sedwards@bluecasa.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, **X** 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.

Please see Attachment A included with this application.

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).

The corporate officers for Applicant are as follows:

Jeff Compton - President & CEO
Julian Weldon - Secretary

As a member managed limited liability company, TNCI Operating Company LLC ("TNCI-OpCo" or "Applicant") does not have directors but rather is managed by TNCI Holdings LLC ("TNCI Holdings"), which is also TNCI-OpCo's sole owner. TNCI Holdings' Board of Managers includes David Thompson, Jeffrey Fier, Jeff Compton and Howard Brand. A fifth manager may be designated in the future.

3. Indicate percentages of ownership of each person listed in A-8.2.

As noted above, TNCI-OpCo is a wholly owned subsidiary of TNCI Holdings LLC.

(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).
Interexchange Tariff - Tariff No. 1, Pages 28-31
Local Exchange Tariff - Tariff No. 2, Pages 67-88
Access Tariff - Tariff No. 3, Pages 42-43
2. Tariff Maximum Rate and Prices to be charged (reference by Tariff page number).
Interexchange Tariff - Tariff No. 1, Page 32
Local Exchange Tariff - Tariff No. 2, Not applicable
Access Tariff - Tariff No. 3, Not applicable
3. Terms and Conditions Applicable to provision of Service (reference by Tariff page number).
Interexchange Tariff - Tariff No. 1, Pages 8-19
Local Exchange Tariff - Tariff No. 2, Pages 14-55
Access Tariff - Tariff No. 3, Pages 9-32
4. Deposits, Advances, and/or Prepayments Applicable to provision of Service (reference by Tariff page number).
Interexchange Tariff - Tariff No. 1, Page 17
Local Exchange Tariff - Tariff No. 2, Page 44
Access Tariff - Tariff No. 3, Page 20
5. The proposed fee that will be charged for returned checks (reference by Tariff page number).
Interexchange Tariff - Tariff No. 1, Pages 19 and 30
Local Exchange Tariff - Tariff No. 2, Pages 31 and 43
Access Tariff - Tariff No. 3, Not applicable

Please see Attachment B included with this application.

This Application is being filed in connection with a transaction whereby TNCI-OpCo will acquire certain of the assets, including customer accounts and contracts and telecommunications equipment, of Trans National Communications International Inc. (Debtor-In-Possession) ("TNCI-DIP"), through a sale pursuant to Section 363 of the United States Bankruptcy Code (the "Transaction") that was approved by the Bankruptcy Court on March 13, 2013.¹ TNCI-DIP is currently authorized to provide local exchange (including exchange access) and interexchange service in Arizona pursuant to Certificates granted in Docket Nos. T-03975A-00-1065 and T-03975A-04-0499. Since TNCI-OpCo will continue to provide services at the same rates and under the same terms and conditions as TNCI-DIP, TNCI-OpCo's proposed tariffs will mirror the existing tariffs of TNCI-DIP except for the name and address of the company.

¹ TNCI-OpCo and TNCI-DIP are separately filing an application requesting approval for TNCI-OpCo to acquire certain assets and customers of TNCI-DIP.

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

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

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

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

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

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

Neither Applicant nor 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.

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

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

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

Neither Applicant nor 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.

(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 Company does not require or collect deposits or advance payments from customers. See Interexchange Tariff - Tariff No. 1, Page 17; Local Exchange Tariff - Tariff No. 2, Page 44; Access Tariff - Tariff No. 3, Page 20.

(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 submit copies of the affidavits of publication for its legal notice, as directed by the Commission after filing of this Application. The proposed legal notice is included with this application as Attachment C.

(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.

Applicant intends to resell the services of CenturyLink, Sprint and Level 3/Global Crossing.

(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.

TNCI-OpCo is authorized in Montana to provide telecommunications services and is in the process of obtaining authority to provide intrastate telecommunications services in all of the contiguous United States, Hawaii, and the District of Columbia. Applicant has not been denied authority to provide telecommunications services in any state, nor has any state revoked the authority of Applicant to operate.

(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.

TNCI-OpCo does not currently provide telecommunications services in any jurisdiction. TNCI-OpCo is authorized in Montana to provide telecommunications services and is in the process of obtaining authority to provide intrastate telecommunications services in all of the contiguous United States, Hawaii, and the District of Columbia. TNCI-OpCo intends to provide the same facilities-based and resold local exchange, exchange access and intrastate interexchange telecommunications services to business customers that TNCI-DIP currently provides to its customers. These services include (a) basic local exchange services and various ancillary services such as custom calling features, (b) long distance services, (c) dedicated Internet Protocol (“IP”)-enabled, integrated voice and data services, and (d) private line, frame relay and other non-voice services.

Descriptions of the key personnel of TNCI-OpCo are attached hereto as Attachment E.² TNCI OpCo’s highly-qualified technical staff will ensure that its operations will meet high standards for service quality and reliability.

2 As described in Attachment E, TNCI-OpCo notes that Mr. Jeff Compton, TNCI-OpCo’s President and Chief Executive Officer and a member of its Board of Managers of TNCI Holdings, also serves as Chief Executive Officer and is a co-owner (49%) and Director of Blue Casa Telephone, LLC (“Blue Casa”), a non-dominant local and long distance provider offering services in California. Mr. Howard Brand, the other co-owner and a Director of Blue Casa, also holds a seat on the Board of Managers of TNCI Holdings but will not be an officer of TNCI-OpCo.

(A-20) List the names and addresses of any alternative providers of the service that are also affiliates of the telecommunications company, as defined in R14-2-801.

Not Applicable. Applicant does not have affiliates who are alternative providers of the service, as defined in R14-2-801.

(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.

TNCI-OpCo is a Delaware limited liability company formed on January 9, 2013.

(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.

Please refer to response to Question B-1 above. In support of Applicant's financial qualification, pro forma financial statements will be provided directly to staff under separate cover.

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

Applicant does not intend to rely on the financial resources of its TNCI Holdings.

(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 projects total revenues of \$279,690.84 for the first twelve months of providing telecommunications services to Arizona customers following certification.

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

Applicant projects operating expenses of \$111,876.33 during the first twelve months of providing telecommunications services to Arizona customers following certification.

3. Provide the net book value (original cost less accumulated depreciation) of all Arizona jurisdictional assets expected to be used in the provision of telecommunications service to Arizona customers at the end of the first twelve months of operation. Assets are not limited to plant and equipment. Items such as office equipment and office supplies should be included in this list.

TNCI-DIP does not have any Arizona jurisdictional assets used in the provision of intrastate telecommunications services to Arizona customers. At the end of the first twelve months of operation, TNCI-OpCo's net book value of all Arizona jurisdictional assets expected to be used in the provision of telecommunications service to Arizona customers is \$0.

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

The projected value of all Arizona jurisdictional 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 current fair value of assets is the same as the current net book value.

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.

Applicant has not yet entered into or requested interconnection/resale agreements in Arizona, but where necessary for the provision of service has made arrangements with underlying carriers to assume the existing interconnection/resale agreements of TNCI-DIP as part of the bankruptcy process.

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

TNCI-OpCo proposes to begin offering services upon receipt of a Certificate from the Commission and approval of its tariff filings. Applicant is seeking the same authorizations as currently held by TNCI-DIP so that TNCI-OpCo can continue to provide the same services as TNCI-DIP's customers currently receive from TNCI-DIP. Accordingly, TNCI-OpCo urges that the Commission expedite its consideration of this request for a Certificate to enable the Transaction to be completed as envisioned by the Bankruptcy Court Sale Order as soon as possible and in turn allow TNCI-OpCo to begin providing services.

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

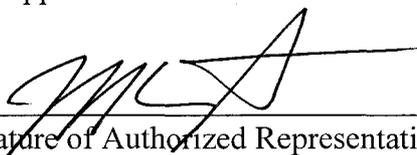
(E-3) Indicate that the Applicant's switch is "fully equal access capable" (i.e., would provide equal access to facilities-based long distance companies) pursuant to A.A.C. R14-2-1111 (A):

Yes

No

VERIFICATION

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



(Signature of Authorized Representative)

April 10, 2013

(Date)

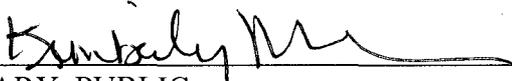
Jeff Compton

(Print Name of Authorized Representative)

President and CEO

(Title)

SUBSCRIBED AND SWORN to before me this 10th day of April 2013



NOTARY PUBLIC

My Commission Expires 6/28/13

ATTACHMENT A

(1) A copy of TNCi-OpCo's formation documents, Certificate of Authority to Transact Business as a foreign corporation in Arizona and a Certificate of Good Standing are included herein.

(2) The corporate officers for Applicant are as follows:

Jeff Compton - President & CEO

Julian Weldon - Secretary

As a member managed limited liability company, TNCI-OpCo does not have directors but rather is managed by TNCI Holdings LLC ("TNCI Holdings"), which is also TNCI-OpCo's sole owner. TNCI Holdings' Board of Managers include David Thompson, Jeffrey Fier, Jeff Compton and Howard Brand. A fifth manager may be designated in the future.

(3) As noted above, TNCI-OpCo is a wholly owned subsidiary of TNCI Holdings LLC.

STATE OF ARIZONA



Office of the
CORPORATION COMMISSION

CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Jodi A. Jerich, Executive Director of the Arizona Corporation Commission, do hereby certify that

*****TNCI OPERATING COMPANY, 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 9th day of April 2013.

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 16th Day of April, 2013, A. D.





Jodi A. Jerich, Executive Director

By: _____ 898266

AZ CORPORATION COMMISSION
FILED

AZ CORPORATION COMMISSION
FILED



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APR 02 2013

FEB 25 2013

FILE NO. R-18276974 FILE NO. R-18276974

PLEASE WRITE ABOUT THIS FORM: IMPROVED FOR ALL USE GELS.

**APPLICATION FOR REGISTRATION
OF FOREIGN LIMITED LIABILITY COMPANY**

Please read Instructions 1025.

1. ENTITY TYPE - check only one to indicate the type of entity applying for registration:

- LIMITED LIABILITY COMPANY
- PROFESSIONAL LIMITED LIABILITY COMPANY

2. NAME IN STATE OR COUNTRY OF FORMATION (FOREIGN NAME) - enter the exact, true name of the foreign LLC:

TNCI Operating Company, LLC

3. NAME TO BE USED IN ARIZONA (ENTITY NAME) - identify the name the foreign LLC will use in Arizona by checking 3.1 or 3.2 (check only one), and follow instructions:

- 3.1 Name in state or country of formation, with no changes or additions - go to number 4 and continue.
- 3.2 Fictitious name - check this if the foreign LLC's name in its state or country of formation is not available for use in Arizona or if that name does not contain an LLC identifier, and enter the name in number 3.3 below. **NOTE** - a resolution of the company adopting the fictitious name must be attached to and submitted with this form.
- 3.3 If you checked 3.2, enter or print the name to be used in Arizona:

4. PROFESSIONAL LIMITED LIABILITY COMPANY SERVICES - if professional LLC is checked in number 1 above, describe the professional services that the professional LLC will provide (examples: law firm, accounting, medical):

5. FOREIGN DOMICILE - list the state or country in which the foreign LLC was formed:

Delaware

6. DATE OF FORMATION IN FOREIGN DOMICILE: 01/09/2013

7. PURPOSE OR GENERAL CHARACTER OF BUSINESS - describe or state the purpose of the foreign LLC or the general character of the business it proposes to transact in Arizona:

Telecommunications

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8. STATUTORY AGENT IN ARIZONA:	
8.1 REQUIRED - give the name (can be an individual or an entity) and physical or street address (not a P.O. Box) in Arizona of the statutory agent:	8.2 OPTIONAL - mailing address in Arizona of statutory agent; if different from street address (can be a P.O. Box):
Corporation Service Company	
2338 West Royal Palm Road, Suite J	
Phoenix, AZ 85021	
8.3 REQUIRED - the Statutory Agent Acceptance form M002 must be submitted along with this Application For Registration.	

9. PRINCIPAL OFFICE ADDRESS - FOREIGN DOMICILE STREET ADDRESS - see Instructions 1.021 - give the physical or street address (not a P. O. Box) of the foreign LLC required to be maintained in its state of organization, or, if not so required, of the foreign LLC's statutory agent in its state or country of organization:

2711 CENTERVILLE RD		
WILMINGTON		
DE	19808	
UNITED STATES		

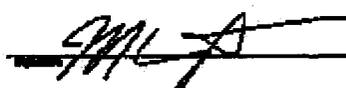
10. OPTIONAL - ARIZONA KNOWN PLACE OF BUSINESS ADDRESS:

- 10.1 Is the Arizona known place of business street address the same as the street address of the statutory agent? Yes - go to the next page and continue. No - complete number 10.2 and continue.
- 10.2 If you answered "no" to number 10.1, give the physical or street address (not a P.O. Box) of the known place of business of the LLC in Arizona:

COMPLETE NUMBER 11 OR NUMBER 12 - NOT BOTH.

- 11. **MANAGER-MANAGED LLC** - see Instructions 1025 - check this box if management of the LLC is vested in a manager or managers, and complete and attach the **Manager Structure Attachment form LD40**. The filing will be rejected if it is submitted without the attachment.
- 12. **MEMBER-MANAGED LLC** - see Instructions 1025 - check this box if management of the LLC is reserved to the members, and complete and attach the **Member Structure Attachment form LD41**. The filing will be rejected if it is submitted without the attachment.
- 13. **SIGNATURE:** By checking the box marked "I accept" below, I acknowledge under penalty of perjury that this document together with any attachments is submitted in compliance with Arizona law.

I accept



Jeff Compton
Member

03/22/2013
Date

REQUIRED - check only one and fill in the corresponding blank if signing for an entity:

<input type="checkbox"/> I am the Individual Manager of this manager-managed LLC or I am signing for an entity manager named	<input type="checkbox"/> I am a Member of this member-managed LLC or I am signing for an entity member named	<input checked="" type="checkbox"/> I am a duly authorized agent for this LLC.
--	--	--

Filing Fee: \$250.00 (regular processing) Expedited processing - add \$35.00 to filing fee. All fees are non-refundable - see Instructions.	Mail: Arizona Corporation Commission - Corporate Filings Section 2300 W. Washington St., Phoenix, Arizona 85007 Fax: 602-942-4100
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Please be advised that A.C.C. forms reflect only the minimum processes required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business.
All documents filed with the Arizona Corporation Commission are public records and are open for public inspection.
If you have questions after reading the Instructions, please call 1-800-955-6837 or (602) 942-6100. (Hours Arizona only 800-955-6837.)

LD40-1
Rev 2010

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STATUTORY AGENT ACCEPTANCE

Please read Instructions #10021

1. **ENTITY NAME** - give the exact name in Arizona of the corporation or LLC that has appointed the Statutory Agent:
TNCI Operating Company LLC

2. **A.C.C. FILE NUMBER** (if entity is already incorporated or registered in AZ):
Provide the A.C.C. File Number on the upper corner of filed documents OR on our website at: <http://www.azcc.gov/Forms/Corporations>

3. **STATUTORY AGENT NAME** - give the exact name of the Statutory Agent appointed by the entity listed in number 1 above (this will be either an individual or an entity):
Corporation Service Company

3.1 Check one box: The statutory agent is an Individual (natural person).
 The statutory agent is an Entity.

STATUTORY AGENT SIGNATURE:

By the signature appearing below, the individual or entity named in number 3 above accepts the appointment as statutory agent for the entity named in number 1 above, and acknowledges that the appointment is effective until the entity replaces the statutory agent or the statutory agent resigns, whichever occurs first.

By checking the box marked "I accept" below, I acknowledge under penalty of perjury that this document together with any attachments is submitted in compliance with Arizona law.

Corporation Service Company
By: Michael Cambareri I ACCEPT
Signature: Michael Cambareri Title: Asst. Vice President Date: 2/21/2013

REQUIRED - check only one:

Individual as statutory agent: I am signing on behalf of myself as the individual
 Entity as statutory agent: I am signing on behalf of the entity named as statutory agent, and I am authorized to act for that entity.

Filing Fees: none (regular processing)
Expedited processing - add \$35.00 to filing fee.
All fees are non-refundable - see Instructions.
Mail: Arizona Corporation Commission - Corporate Filings Section
1300 W. Washington St., Phoenix, Arizona 85007
Fax: 602-542-4300

Please be advised that A.C.C. has opted to file documents (where required by statute) in public and private legal counsel for those matters that may pertain to the best interests of your business.
If documents filed with the Arizona Corporation Commission are publicly viewed and you prefer for public inspection, if you have a question about filing the documents, please call 602-542-3020 or submit Arizona mail 602-542-3010.

Form 501
Rev. 2010

Arizona Corporation Commission - Corporate Filings Section
Page 1 of 2

DO NOT WRITE ABOVE THIS LINE: RESERVED FOR SOCIETY USE
MANAGER STRUCTURE ATTACHMENT

1. **ENTITY NAME** - give the exact name of the LLC (foreign LLCs - give name in domicile state or country)
 TNCI Operating Company LLC
2. **A.C.C. FILE NUMBER** (if known)
 (Put the A.C.C. file number on the upper corner of this document OR on our website at: <http://www.azcc.gov/azcc/online/azcc/online.htm>)
3. **Check the box only to indicate what document the Attachment goes with**
 Articles of Organization Articles of Amendment
 Application for Registration Articles of Amendment to Application for Registration
4. **MANAGERS / MEMBERS** - give the name and address of each and every manager and list all members who own 20% or more of the profits or capital of the LLC. Members who own less than 20% may also be listed, but it is not required. Check the appropriate box or boxes below each person listed - do not check both member boxes. If more space is needed, use another Manager Structure Attachment form.

TNCI Holdings, LLC			
<small>Name</small>		<small>Name</small>	
c/o Garrison Investment Management			
<small>Address 1</small>		<small>Address 1</small>	
1350 Avenue of the Americas 9th Floor			
<small>Address 2 (optional)</small>		<small>Address 2 (optional)</small>	
New York NY 10019			
<small>City</small>	<small>State or Province</small>	<small>City</small>	<small>State or Province</small>
UNITED STATES			
<small>Category</small>	<input checked="" type="checkbox"/> 20% or more member <input type="checkbox"/> Less than 20% member	<small>Category</small>	<input type="checkbox"/> 20% or more member <input type="checkbox"/> Less than 20% member
<input checked="" type="checkbox"/> Manager		<input type="checkbox"/> Manager	
<small>Name</small>	<small>Name</small>	<small>Name</small>	<small>Name</small>
<small>Address 1</small>	<small>Address 1</small>	<small>Address 1</small>	<small>Address 1</small>
<small>Address 2 (optional)</small>	<small>Address 2 (optional)</small>	<small>Address 2 (optional)</small>	<small>Address 2 (optional)</small>
<small>City</small>	<small>State or Province</small>	<small>City</small>	<small>State or Province</small>
<small>Category</small>	<input type="checkbox"/> 20% or more member <input type="checkbox"/> Less than 20% member	<small>Category</small>	<input type="checkbox"/> 20% or more member <input type="checkbox"/> Less than 20% member
<input type="checkbox"/> Manager		<input type="checkbox"/> Manager	
<small>Name</small>	<small>Name</small>	<small>Name</small>	<small>Name</small>
<small>Address 1</small>	<small>Address 1</small>	<small>Address 1</small>	<small>Address 1</small>
<small>Address 2 (optional)</small>	<small>Address 2 (optional)</small>	<small>Address 2 (optional)</small>	<small>Address 2 (optional)</small>
<small>City</small>	<small>State or Province</small>	<small>City</small>	<small>State or Province</small>
<small>Category</small>	<input type="checkbox"/> 20% or more member <input type="checkbox"/> Less than 20% member	<small>Category</small>	<input type="checkbox"/> 20% or more member <input type="checkbox"/> Less than 20% member
<input type="checkbox"/> Manager		<input type="checkbox"/> Manager	

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Rev. 2014

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Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "TNCI OPERATING COMPANY LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-FIRST DAY OF FEBRUARY, A.D. 2013.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "TNCI OPERATING COMPANY LLC" WAS FORMED ON THE SIXTH DAY OF JANUARY, A.D. 2013.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL FEES HAVE NOT BEEN ASSIGNED TO DATE.

5872302 8300

130203466

You may verify this registration online at www.delaware.gov.



[Signature]
Jeffrey W. Bullock, Secretary of State
APPOINTMENT: 0220451

DATE: 02-21-13

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "TNGI OPERATING COMPANY LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE NINTH DAY OF JANUARY, A.D. 2013, AT 4 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "TNGI OPERATING COMPANY LLC".

DE72302 81002

130902430

You may verify this certificate online at corp.delaware.gov/authentic.html




Jeffrey W. Bullock, Secretary of State
AUTHENTICATOR: 0228424

DATE: 02-21-13

Delaware

PAGE 1

The First State

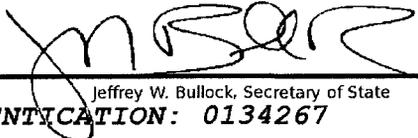
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "TNCI OPERATING COMPANY LLC", FILED IN THIS OFFICE ON THE NINTH DAY OF JANUARY, A.D. 2013, AT 4 O'CLOCK P.M.



5272302 8100

130030762

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0134267

DATE: 01-10-13

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

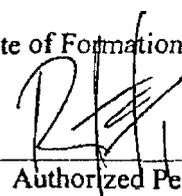
First: The name of the limited liability company is _____
TNCI Operating Company LLC

Second: The address of its registered office in the State of Delaware is _____
2711 Centerville Road, Suite 400 in the City of Wilmington.
Zip code 19808. The name of its Registered agent at such address is
Corporation Service Company

Third: (Use this paragraph only if the company is to have a specific effective date of dissolution: "The latest date on which the limited liability company is to dissolve is _____.")

Fourth: (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation this
9th day of January, 2013.

By: 
Authorized Person (s)

Name: Robert Feaney

ATTACHMENT B

Proposed Tariffs

ARIZONA TELECOMMUNICATIONS TARIFF

Rates, Terms and Conditions
Relating to the Provision of Local Exchange Service in the State of Arizona

TNCI Operating Company LLC

114 E. Haley Street, Suite A
Santa Barbara, CA 93101

Tariff ("Tariff") contains descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed local exchange telecommunications Services provided by Trans National Communications International, Inc. ("TNCI") within the State of Arizona. Please note this Tariff is on file with the Corporation Commission of Arizona ("Commission"). In addition, Tariff may be inspected during normal business hours at TNCI's principal place of business at 114 E. Haley Street, Suite A, Santa Barbara, CA 93101.

Issued: April __, 2013

Effective: May __, 2013

Issued by: Jeff Compton, President/CEO
114 E. Haley Street, Suite A
Santa Barbara, CA 93101

CHECK SHEET

The Title Sheet and Sheets 1 through 90 of this Tariff are as follows:

Sheet No.	Sheet Version	Sheet No.	Sheet Version	Sheet No.	Sheet Version
Title	Original				
1	Original	31	Original	61	Original
2	Original	32	Original	62	Original
3	Original	33	Original	63	Original
4	Original	34	Original	64	Original
5	Original	35	Original	65	Original
6	Original	36	Original	66	Original
7	Original	37	Original	67	Original
8	Original	38	Original	68	Original
9	Original	39	Original	69	Original
10	Original	40	Original	70	Original
11	Original	41	Original	71	Original
12	Original	42	Original	72	Original
13	Original	43	Original	73	Original
14	Original	44	Original	74	Original
15	Original	45	Original	75	Original
16	Original	46	Original	76	Original
17	Original	47	Original	77	Original
18	Original	48	Original	78	Original
19	Original	49	Original	79	Original
20	Original	50	Original	80	Original
21	Original	51	Original	81	Original
22	Original	52	Original	82	Original
23	Original	53	Original	83	Original
24	Original	54	Original	84	Original
25	Original	55	Original	85	Original
26	Original	56	Original	86	Original
27	Original	57	Original	87	Original
28	Original	58	Original	88	Original
29	Original	59	Original	89	Original
30	Original	60	Original	90	Original

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS

- (C) To signify a changed regulation.
- (D) To signify a discontinued regulation.
- (I) To signify increased rate.
- (M) To signify material relocated from or to another tariff location.
- (N) To signify a new rate or regulation.
- (R) To signify a rate reduction.
- (S) To signify a correction or reissued matter.
- (T) To signify a change in text only.

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TARIFF FORMAT

- A. (Sheet / Page - choose one) - Numbering - Sheet numbers appear in the upper right corner of the Sheet. Sheets are numbered sequentially. However, occasionally, 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.
- B. (Sheet / Page Revision- choose one) - 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 with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current Sheet number on file with the Commission is not always the Sheet in effect. Consult the Check Sheet for the Sheet currently In effect.
- C. Paragraph Numbering Sequence – There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a) I.
 - 2.1.1.A.1.(a) I.(i).
 - 2.1.1.A.1.(a) I.(i) (1).
- D. Check Sheets - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the 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 revision. All revisions made in a given filing are designated by and asterisk(*). There will be no other symbols used on this Sheet if these are the only changes made to it (I.e., the format, etc., remains the same, just revised revision levels on some Sheets). The Tariff user should refer to the latest Check Sheet to find if a particular Sheet Is the most current on file with the Commission.

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114 E. Haley Street, Suite A
Santa Barbara, CA 93101

APPLICATION OF TARIFF

- A. This Tariff schedule sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of specialized combined local exchange Services offered by TNCI to Customers in the State of Arizona, subject to availability.
- B. TNCI has been granted authority to provide Local Exchange Service in the areas served by Verizon.
- C. The rates and regulations contained in this Tariff apply only to the intrastate telecommunications Services furnished by TNCI and do not apply, unless otherwise specified, to the lines, facilities, or the Services provided by a Local Exchange Carrier or other common Carrier for use in accessing the Services of TNCI. This Tariff does not cover any information service or other unregulated service offered by TNCI. TNCI will offer any information or other unregulated service in accordance with TNCI's current price list or contract, whichever applies to the particular Customer.
- D. TNCI may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of TNCI at variance with the terms hereof, or any failure, refusal or neglect of TNCI to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by TNCI to exercise any right, power or option hereunder.
- E. The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.

Issued: April __, 2013

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Jeff Compton, President/CEO
114 E. Haley Street, Suite A
Santa Barbara, CA 93101

SECTION 1 • DEFINITIONS AND ABBREVIATIONS

Certain terms used generally throughout this Tariff are defined in this section. Other terms having reference only to a specific Service offered by TNCI may be defined in the sections applicable to that Service.

Access Line: A circuit providing Exchange Service between a Customer's standard network interface and a serving switching center.

Applicant: The individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which has applied to TNCI for Services provided as set forth in this Tariff.

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

Basic local Exchange Service: Service that includes the following:

- * Single-party Service;
- * Voice grade access to the public switched network;
- * Support for local use;
- * Dual tone multifrequency signaling (touch-tone);
- * Access to emergency Services (911);
- * Access to operator Services;
- * Access to Interexchange Services;
- * Access to directory assistance; and
- * Toll limitation Services.

Business Customer: A Business Customer is a Customer who subscribes to TNCI's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature. Please note, TNCI only offers Service(s) to business customers; TNCI does not offer Service(s) to residential customers.

Called Station: The terminating point of a call (i.e., the called number).

Carrier: An entity certified by the Commission to provide telecommunications Services within the State of Arizona. Companies providing telecommunications Services but for which certification is not required by Commission are also included in this definition.

Central Office: A switching unit, in one location of a telecommunications system providing Service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting lines.

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Santa Barbara, CA 93101

SECTION 1 • DEFINITIONS AND ABBREVIATIONS, Continued

Channel: A communications path between two or more points of termination.

Commission: State of Arizona Corporation Commission.

TNCI: Trans National Communications International, Inc. ("TNCI").

Customer: The individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which contracts for telephone Service and is responsible for the payment of charges and compliance with the rules and regulations of TNCI. Please note, TNCI only offers Service(s) to business customers within the State of Arizona.

Customer Premises: A location designated by the Customer for the purposes of connecting to TNCI's Services.

Directory Listing: The publication in alphabetical directory published by an incumbent local exchange carrier ("LEC") of information relative to a subscriber's telephone number, by which telephone Users are enabled to ascertain the telephone number of a desired telephone.

Disconnect or Disconnection: The termination of a circuit connection between the Originating Station and the Called Station or TNCI's operator.

End User: Any person, firm, corporation, partnership or other entity that uses the Services of TNCI under the provisions and regulations of this Tariff. The End User is responsible for payment unless the charges for the Services utilized are accepted and paid by another Customer.

Exchange: A basic unit for the administration of communication Services in a specified area, called the Exchange Area. It usually consists of one or more Central Offices together with the associated plant used in furnishing communication Service in that area.

Facility or Facilities: Includes, in the aggregate or otherwise, but is not limited to, the following: Channels, Lines, Apparatus, Devices, Equipment, Accessories, Communications paths and Systems, which are provided by TNCI and utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.

Force Majeure: Causes beyond TNCI's 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 TNCI, or of any department, agency, commission, bureau, corporation related thereto.

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Issued by:

Jeff Compton, President/CEO
114 E. Haley Street, Suite A
Santa Barbara, CA 93101

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any day which is a legally observed federal government holiday.

Installation Charges: Charges, which are assessed on a non-recurring basis at the establishment of a Service.

Interexchange: Telephone calls, Traffic, Facilities or other items that originate in one Exchange and terminate in another.

InterLATA: A term used to describe Services, functions, etc., that relate to telecommunications originating in one LATA and terminating outside of the originating LATA.

IntraLATA: A term used to describe Services, revenues, functions, etc., that relate to the telecommunications that originate and terminate within the same LATA.

Joint User: An individual, partnership, association or corporation sharing a Customer's Exchange Service according to the provisions of this Tariff for such shared use.

LATA (Local Access and Transport Area): A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192 or any other geographical area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4 or its successor Tariffs.

Local Calling Area: One or more rate centers within which a Customer can place calls without incurring long-distance (toll) charges.

Local Exchange Carrier ("LEC"): A company that furnishes Local Exchange telecommunications Service.

Local Exchange Service: The furnishing of telecommunications Service to individual and Business Customers within a specified geographical area for Basic Local Exchange Service.

Local Exchange Service Area: The area within which a Customer may make calls without payment of message toll charges. A Local Exchange Service Area may include one or more Exchange Areas of TNCI or of other telephone companies.

Premises: The building, or portion or portions of a building or structure, occupied at one time by a Customer either as a residence or for business use.

Service(s): The intrastate telecommunications Service(s) that TNCI offers as set forth in this Tariff.

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Effective: May __, 2013

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

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

Telecommunications Relay Service (TRS): Enables deaf, hard-of hearing or speech-impaired persons who use a text telephone or similar devices, to communicate freely with the hearing population not using text telephone and visa versa.

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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Effective: May __, 2013

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Jeff Compton, President/CEO
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SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF TNCI

2.1.1. Scope

- A. TNCI undertakes to furnish competitive Local Exchange communications Services within the State of Arizona pursuant to the rates, terms and conditions set forth in this Tariff.
- B. Customers and Users may use Services and Facilities provided under this Tariff to obtain access to Services offered by other service providers. TNCI 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 TNCI network in order to originate or terminate its own services, or to communicate with its own customers.
- C. TNCI offers Services to Customers for the transmission and reception of voice, data, and other types of communications.
- D. TNCI does not transmit messages pursuant to this Tariff, but its Services may be used for that purpose.
- E. TNCI's Services are provided on a monthly basis unless otherwise provided, and are available twenty four (24) hours per day, seven (7) days per week, and three-hundred and sixty-five (365) days per year.
- F. TNCI may, at TNCI's sole discretion, elect to employ third parties to perform any of its obligations under this Tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF TNCI, Continued

2.1.2. Shortage of Equipment or Facilities

- A. TNCI reserves the right to limit or to allocate the use of existing Facilities, or of additional Facilities offered by TNCI, when necessary because of lack of Facilities, or due to some other causes beyond TNCI'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 TNCI's Facilities as well as Facilities TNCI may obtain from other Carriers to furnish Service from time to time as required at the sole discretion of TNCI.
- C. Notwithstanding anything else in this Section, the quality of Service will meet or exceed the minimum standards set forth in Commission regulations as amended from time to time.

SECTION 2- RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF TNCI, Continued

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; further, Customers will also be required to execute any other documents as may be reasonably requested by TNCI.
- 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 relive 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. This Tariff shall be interpreted and governed by the laws of the State of Arizona.
- E. No other telecommunications provider may interfere with the right of any person or entity to obtain Service directly from TNCI. 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 TNCI.
- F. To the extent that either TNCI or any other telephone TNCI 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 TNCI makes similar Facilities under its control available to its Customers. At the reasonable request of either party, TNCI and the other telephone TNCI shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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SECTION 2-RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF TNCI, Continued****2.1.4 Liability of TNCI**

Because the Customer has exclusive control of its communications over the Services furnished by TNCI, and because interruptions and errors incident to these Services are unavoidable, the Services TNCI 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.

- A. Liability for Service Disruption -The liability of TNCI 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 act or omission, shall be limited to the proportionate charge (based on the rates then in effect) for the Service during the period of time in which the Service is affected. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of TNCI. TNCI will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any TNCI Service, equipment, or Facilities, or the acts or omissions or negligence of TNCI's employees or agents.
- B. Indemnification - TNCI will not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless TNCI from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:
1. Circumstances Beyond TNCI's Control - TNCI 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 TNCI, 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 when it does not involve TNCI's employees.

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SECTION 2- RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF TNCI, Continued****2.1.4. Liability of TNCI, Continued**

2. Acts of Other Entities - TNCI shall not be liable for: (a) any act or omission of any entity furnishing TNCI or TNCI's Customers facilities or equipment used for or with the Services TNCI offers, or (b) for the acts or omissions of other Carriers or warehousemen.
3. Acts of the Customer - TNCI shall not be liable for any damages or losses due to the fault of negligence of the Customer, its employees, agents, or suppliers, or due to the failure of malfunction of Customer-provided equipment or facilities. This limitation of liability also pertains to Customer Premises Equipment ("CPE") purchased or leased from TNCI by the Customer.
4. Damage to Customer's Premises - TNCI shall not be 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 TNCI's agents or employees.
5. Liability for Acts of Other Carriers or Companies - TNCI shall not be liable for any act or omission of any other TNCI or companies supplying a portion of the Service, or for damages associated with Service, Channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are Interconnected with TNCI Services.
6. Liability for Transmission Errors - TNCI shall not be liable for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the Service of TNCI, (1) caused by Customer-provided equipment or (2) not prevented by Customer-provided equipment but which would have been prevented had TNCI-provided equipment been used.

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SECTION 2- RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF TNCI, Continued

2.1.4. Liability of TNCI, Continued

B. Indemnification, Continued

7. Disconnection of Service TNCI shall not be liable for the Disconnection of Service for failure to pay the charges billed to Customer, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages, so long as such Disconnection of Service complied with the applicable rules and regulations; or
8. Violations - TNCI shall not be liable for violations of the obligations of the Customer under this Tariff; or
9. Interruption - TNCI shall not be liable for the interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service; or
10. Loss, Destruction or Damage - TNCI shall not be liable for any loss, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or Injury to persons, including, but not limited to, employees or invitees of either TNCI or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of TNCI, Customer, Authorized User or their employees, agents representatives or invitees; or
11. Unlawful Acts - TNCI shall not be liable for unlawful acts of TNCI's agents and employees if committed beyond the scope of their agency or employment; or
12. Disclosure - TNCI shall not be liable for misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Tariff, so long as TNCI has complied with any applicable rules and regulation related thereto; or

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SECTION 2- RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF TNCI, Continued

2.1.4. Liability of TNCI, Continued

B. Indemnification, Continued

13. Fees - TNCI shall not be liable for fees TNCI delivered to a jurisdiction in question and not returned to TNCI; or

14. Caller ID Blocking - TNCI shall not be liable for any failures, errors malfunctions or omissions of Caller ID Blocking whether or not arising from or relating to any ordinary negligence or other conduct by TNCI; or,

15. Unauthorized Use - TNCI shall not be liable for any unauthorized use of the Service provided to Customer.

C. Limitations of Damages and of Period for Bringing Claims - The entire liability of TNCI for any claim, loss, damage or expense from any cause whatsoever shall in no even exceed sums actually paid to TNCI by the Customer for the specific Services giving rise to the claim, and no action or proceeding against TNCI shall be commenced more than one (1) year after the Service related to the Claim is rendered.

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SECTION 2- RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF TNCI, Continued

2.1.4. Liability of TNCI, Continued

- D. Service Installation and Operation - TNCI 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 shall indemnify and hold TNCI harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, harm, 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 TNCI at such locations. TNCI 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.
- E. Connection to TNCI's Network - TNCI 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 TNCI'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 TNCI's Service, that the signals emitted into TNCI's network are of the proper mode, band-width, power data speed, and signal level for the intended use of the Customer and that the signals do not damage TNCI 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 TNCI equipment, personnel, or the quality of Service to other Customers, TNCI may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, TNCI may, upon written notice, terminate the Customer's Service without liability.

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SECTION 2- RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF TNCI, Continued

2.1.4. Liability of TNCI, Continued

- F. EXPRESS AND IMPLIED WARRANTIES- TNCI 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.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TNCI EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. TNCI MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES TNCI MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.

- G. Errors in Billing - The liability of TNCI for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the even that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.
- H. Provision of Service - TNCI will not be liable for any refusals or failures to provide or delays in commencing Service to any Customer or for any failure to provide or maintain Service at any particular performance level.

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SECTION 2- RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF TNCI, Continued

2.1.4. Liability of TNCI, Continued

I. Emergency 911 Service

With respect to emergency 911 Service:

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

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SECTION 2- RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF TNCI, Continued

2.1.4. Liability of TNCI, Continued

- J. Directory Listings - TNCI has no liability for damages arising from errors, mistakes in or omissions of Directory Listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof.
1. Cost and Time - TNCI's liability arising from errors or omissions in Directory Listings shall be limited to the actual cost to the Customer for the Directory Listing during a given period of time. There is no liability to TNCI and there will be no recovery by a Customer for loss of business to a Customer for errors or omissions in Directory Listings.
 2. Private and Semi-Private Listings - In conjunction with private and semi-private listing Services, TNCI will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number. TNCI will try to prevent the disclosure of the number of such telephone, but will not be liable in any manner should such number be divulged.
 3. Non-Published Listings and Emergency Calls - When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, TNCI will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such government authority. By subscribing to Service under this Tariff, the Customer acknowledges and agrees with the release of information under the provisions as described above.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF TNCI, Continued****2.1.5. Service-Affecting Activities**

- A. TNCI 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.

2.1.6. Provision of Equipment and Facilities

- A. TNCI 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. TNCI does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- B. TNCI 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, and attempt to repair, or otherwise interfere with any of the Facilities or equipment installed by TNCI, except upon the written consent of TNCI.
- C. TNCI may substitute, change any equipment or Facility at reasonable times, but shall not thereby alter the technical parameters of the Service provided the Customer.
- D. Equipment TNCI provides or installs at the Customer Premises for use in connection with the Services TNCI offers shall not be used for any purpose other than that for which it was provided by TNCI.
- E. The Customer shall be responsible for the payment of Service charges as set forth herein for visits by TNCI'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 TNCI, including but not limited to the Customer.

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SECTION 2- RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF TNCI, Continued****2.1.6. Provision of Equipment and Facilities, Continued**

F. TNCI 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 TNCI 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, TNCI 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 TNCI'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 TNCI 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 agreement of TNCI 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 TNCI would normally utilize in the furnishing of its Services;
- C. over a route other than that which TNCI would normally utilize in the furnishing of its Services;
- D. in a quantity greater than that which TNCI would normally construct;

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SECTION 2- RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF TNCI, Continued

2.1.8. Special Construction, Continued

- 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 in accordance with this Tariff remains in TNCI, its agents, wholesale partners or contractors.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.2. PROHIBITED USES****2.2.1. No Unlawful Purpose**

The Services TNCI 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. Compliance Letter Required

TNCI may require Applicants for Service who intend to use TNCI's offerings for resale and/or for shared use to file a letter with TNCI confirming that their use of TNCI's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

2.2.3. No Interference

Service may not be used in any manner, which interferes with other persons in the use of their Service, prevents other persons from using their Service, otherwise impairs the quality of Service to other Customers, or impairs the privacy of any communications over any Service provided by TNCI. TNCI may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.2.4. Assignment Provisions

A Customer, Joint User, or Authorized User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of TNCI. TNCI will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to TNCI for regulated communications Services. Such a transfer will be treated as a Disconnection of existing Service and installation of new Service, and non-recurring Installation Charges as stated in this Tariff will apply.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.2. PROHIBITED USES, Continued****2.2.5. TNCI Provided Equipment**

Equipment TNCI provides or installs at the Customer's Premises for use in connection with the Services TNCI offers may not be used for any other purpose other than for which TNCI provided it. Customer may not, and may not permit others to, rearrange, Disconnect, remove, attempt to repair, or otherwise interfere with any of the Services or equipment installed by TNCI or TNCI's agent, except upon the consent of TNCI.

2.2.6. Service Used for Compensation

Service may not be used for any purpose for which the Customer receives any payment or other compensation, except when the Customer is a duly authorized and regulated common Carrier. This provision does not prohibit an arrangement between the Customer and Authorized User to share the cost of Service.

2.2.7. Service Used to Annoy or Harass

Service may not be used in any manner so as to annoy, abuse, threaten, or harass other persons.

2.2.8. Service Used for Impersonation or Lewd or Obscene Purposes

Service shall not be used to impersonate another person with fraudulent or malicious intent. Service shall not be used to make any oral or written comment, request, suggestion or proposal, or to transmit any nonverbal material, which is obscene, lewd, lascivious, filthy, or indecent, regardless of the format or avenue of transmitting the indecent or obscene material (e.g., 900 or 999 service).

2.2.9. Service Used Without Payment

The use of TNCI's Services either without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

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SECTION 2- RULES AND REGULATIONS, Continued**2.2. PROHIBITED USES, Continued****2.2.10. Rights and Titles Remain with TNCI**

Except as provided by law, Commission regulations or the Federal Communications Commission's regulations, the Customer obtains no property right or interest in the use of any specific type of Facility, Service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with TNCI.

2.2.11. Use of Resold Services from Other Providers

Customer's use of any resold service obtained from other service providers is also subject to any applicable restrictions in the underlying provider's publicly available Tariffs.

2.2.12. Use for Solicitation by Recorded Messages

Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequited or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited in accordance with state and federal laws.

2.2.13. Use for Clerical Services

A Customer may extend Service capable of two-way communication to the location of another Business Customer for the purpose of performing clerical services, which include the answering and originating of telephone calls. All regulations governing use of Service and the charges normally associated with the equipment and Channels involved are applicable in accordance with state and federal laws.

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SECTION 2- RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER****2.3.1. Payment of Bills and Charges**

- A. The Customer shall be responsible for the payment of all applicable charges for Services rendered pursuant to this Tariff;
- B. The Customer is responsible for the payment of charges for visits by TNCI's agents or employees to the Premises of the Customer or Authorized User when the Service difficulty or trouble report results from the use of Services and equipment by the Customer or Authorized User.
- C. Customer is responsible for the payment of any bills for Services and for the resolution of any disputes or discrepancies with TNCI. TNCI has no responsibility with respect to billing, charges or disputes related to services used by Customer which are not included in Services herein including, without limitation, any local, regional and long distance services not provided by TNCI.
- D. A maximum charge of \$25.00 may be assessed for checks with insufficient funds or non-existing accounts.
- E. If the Customer chooses to place information services provider ("ISP") calls or receives calls via a non-Trans National Communications International, Inc. affiliated carrier, the Customer will be liable for all charges related to such calls; including without limitation, charges billed to TNCI or Customer by ISP or other carriers, and any applicable rebilling charge and charges for any service provided by TNCI or its affiliates.

2.3.2. Unauthorized Use

The Customer is responsible for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's Premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over TNCI's network without the authorization of the Customer.

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SECTION 2- RULES AND REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.3. Identification

The Customer is responsible for verifying the name(s) of the Authorized Users allowed to request and use the Customer's Service, upon TNCI request, and for establishing identity as often as is necessary during the course of a call to TNCI or when seeking credits from TNCI.

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SECTION 2- RULES AND REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.4. TNCI-Provided Equipment and Facilities

- A. *Damage to TNCI Facilities or Equipment* - The Customer shall be responsible for reimbursing TNCI for damage to, or loss of, TNCI's Facilities or equipment caused by the acts or omissions of the Customer; or the failure of the Customer to comply 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 TNCI. TNCI 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 TNCI's right of recovery of damages to the extent of such payment.
- B. *Return of Equipment* - Customer will return to TNCI within five (5) days of termination of Service all TNCI-provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by TNCI. Upon demand, Customer will reimburse TNCI for any costs incurred by TNCI due to Customer's failure to comply with this Section.

2.3.5. Resources and Rights of Way

- A. The Customer must make arrangements or obtain permission for safe, reasonable and continuous access and right-of-way for TNCI employees or agents of TNCI to enter the Premises of the Customer or any Authorized User of the Customer at any reasonable hour for the purpose of performing TNCI's obligations under this Tariff.
- B. The Customer shall be responsible for 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 Subsection (A) above. TNCI may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.5. Resources and Rights of Way, Continued

- C. The Customer shall be responsible for making TNCI Facilities and equipment available periodically for maintenance purposes at a time agreeable to both TNCI and the Customer. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes.
- D. The Customer shall be responsible for providing, at no charge to TNCI and as specified from time to time by TNCI, any needed personnel, equipment, space and power to operate TNCI 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.

2.3.6. Working Conditions

- A. The Customer shall be responsible for providing at no charge, as specified from time to time by TNCI, any needed personnel, equipment space and power to operate TNCI 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.
- B. The Customer shall be responsible for providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which TNCI employees and agents shall be installing or maintaining TNCI's Facilities and equipment. The Customer may be required to install and maintain TNCI Facilities and equipment within a hazardous area if, in TNCI's opinion, injury or damage to TNCI's employees or property might result from installation or maintenance by TNCI. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued**

- 2.3.7. Compliance with Regulations - the Customer is responsible for compliance with applicable regulations set forth in this Tariff.
- 2.3.8. Compliance with Law – The Customer shall be responsible for 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 TNCI Facilities and equipment in any Customer Premises or the rights of way for which the Customer is responsible under this Tariff and granting or obtaining permission for TNCI's 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 TNCI.
- 2.3.9. Liens or Encumbrances – The Customer shall be responsible for not creating or allowing to be placed or maintained any liens or other encumbrances on TNCI's equipment or Facilities or Customer-Premises equipment leased by the Customer from TNCI.
- 2.3.10. Relationship – A Customer or Authorized User may not represent in any way that the relationship between Customer or Authorized User and TNCI is anything other than one of customer and supplier, respectively. Nothing in this Tariff gives Customer or Authorized Users any authority to bind or otherwise incur liability on behalf of TNCI. Nothing in this Tariff constitutes an endorsement by TNCI of any activity, service or product of Customer or Authorized Users.
- 2.3.11. Claims - With respect to any Service or Facility provided by TNCI, the Customer shall indemnify, defend and hold harmless TNCI from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:
- A. Any loss, destruction or damage to the property of TNCI or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either TNCI 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
 - B. Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, from (1) combining TNCI-provided Services and equipment with any facilities, Services, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products which TNCI furnished in a manner TNCI did not contemplate and over which TNCI exercises no control; or

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued**

- C. Any claim for breach in the privacy or security of communications transmitted over TNCI's Facilities; or
- D. Any and all other claims arising out of any act or omission of the Customer or others, in connection with any Service provided by TNCI pursuant to this Tariff.

2.3.12. Station Equipment

- 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 the FCC's rules and all wiring must be installed and maintained in compliance with those regulations.
- B. TNCI 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 TNCI's right to discontinue forthwith the use of a Service temporarily if such action is reasonable under the circumstances.
- C. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that 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.
- D. The Customer is responsible for ensuring that Customer-provided equipment connected to TNCI equipment and Facilities is compatible with such equipment and Facilities. The magnitude and character of the voltages and currents impressed on TNCI-provided equipment and wiring shall be such as not to cause damage to TNCI-provided equipment and wiring or injury to TNCI's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by TNCI at the Customer's expense.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued**

- 2.3.13. Interconnection of Facilities - Any special interface equipment necessary to achieve compatibility between the Facilities and equipment of TNCI used for furnishing Local Exchange Service and the Channels, facilities, or equipment of others may be provided at the Customer's expense. TNCI's Services (as detailed in Section 3 of this Tariff) 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. Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff.
- 2.3.14. Inspections - Upon reasonable notification to the Customer, and at a reasonable time, TNCI may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this Tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment to TNCI-owned Facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections. If the protective requirements for Customer-provided equipment are not being complied with, TNCI may take such action as it deems necessary to protect its Facilities, equipment and personnel. TNCI 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 TNCI of the action taken. If the Customer fails to do this, TNCI may take whatever additional action is deemed necessary, including the suspension of Service, to protect its Facilities, equipment and personnel from harm. TNCI will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer equipment must meet.

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SECTION 2- RULES AND REGULATIONS, Continued**2.4. CUSTOMER EQUIPMENT AND CHANNELS****2.4.1. General**

A User may transmit or receive information or signals via the Facilities of TNCI. TNCI's Services are designed primarily for the transmission of voice-grade or data telephonic signals, except as otherwise stated in this Tariff. A User may transmit any form of signal that is compatible with TNCI's equipment, but TNCI does not guarantee that its Services will be suitable for purposes other than voice-grade telephonic and data communication except as specifically stated in this Tariff.

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SECTION 2- RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS

2.6.1. Establishment of Service

A. Application for Service

1. An Applicant for Service may be required by TNCI in its sole discretion to sign an application form requesting TNCI to furnish Facilities or Service in accordance with the rates, charges, rules and regulations as set forth in this Tariff. This application for Service, where required by TNCI, together with the provisions of this Tariff, establishes the Contract between TNCI and the Customer, which may not be assigned or transferred in any manner.
2. If Customer's Service has been terminated and the Customer wishes to reestablish Service, payment of all unpaid, undisputed charges, as well as a Deposit and / or Advance Payment for all connection charges, may be required prior to re-establishing Service, pursuant to rules of the Commission and state laws, if any.
3. TNCI may refuse to establish Service if any of the following conditions exist:
 - (a) The Applicant has an outstanding amount due for similar Services and is unwilling to make acceptable arrangements with TNCI for payment; or
 - (b) A condition exists which in TNCI's judgment is unsafe or hazardous to the Applicant, the general population, or TNCI's personnel or facilities; or
 - (c) Refusal by the Applicant to provide TNCI with a Deposit when the Customer has failed to meet the credit criteria for waiver of Deposit requirements; or
 - (d) The Applicant is known to be in violation of TNCI's Tariffs filed with the Commission; or

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.1. Establishment of Service, Continued

A. Application for Service, Continued

3. TNCI may refuse to establish, Continued

- (e) Failure of the Applicant to furnish such funds, suitable facilities, and/or rights-of-way necessary to serve the Applicant and which have been specified by TNCI as a condition for providing Service; or
- (f) Applicant falsifies his or her or its identity for the purpose of obtaining Service; or
- (g) TNCI may refuse to provide Service at an address where Service has been discontinued for non-payment of bills for any Service subject to this Tariff if it is determined that the non-payment Customer or real users of the Service still reside at the address; or
- (h) The Service requested is not expressly offered under this Tariff.

SECTION 2- RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.1. Establishment of Service, Continued

B. Establishment of Credit

1. Request for Service under this Tariff will authorize TNCI to conduct a credit search on the Customer. TNCI may refuse Service on the basis of credit history and to refuse further Service due to late payment or nonpayment by the Customer.
2. In order to assure the proper payment of all Customer-incurred charges for Service, TNCI will require Applicants for Service and Customers to establish and maintain acceptable credit.
3. The establishment or re-establishment of credit by an Applicant or Customer will not relieve the Applicant or Customer from compliance with other responsibilities, including the payment of advance payments or bills, and in no way modifies the provisions concerning disconnection and termination of Service for failure to pay Customer-incurred charges for Service rendered by TNCI.
4. TNCI may refuse to furnish Service to an Applicant that has not paid charges for Service of the same classification previously furnished by any telephone TNCI until, at the option of TNCI, the Applicant pays any past due bill and/or makes deposit arrangements suitable to TNCI.
5. If the verification of credit results in unsatisfactory credit Information, the Applicant will be informed of the reason or reasons for denial of credit, after which TNCI may refuse to provide or continue Service pursuant to State of Arizona law.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.1. Establishment of Service, Continued

B. Establishment of Credit, Continued

6. An existing Customer may be required to reestablish when any of the following conditions occur:
 - (a) During the first twelve (12) months that a Customer receives Service, the Customer pays late three (3) times or has Service disconnected by TNCI for nonpayment two (2) times; or
 - (b) After the first twelve (12) months that the Customer has received Service, the Customer has had Service disconnected two (2) times by TNCI or TNCI provides evidence that the Customer used a device or scheme to obtain Service without payment; or
 - (c) After the first twelve (12) months that a Customer has received Service, the Customer pays late at least three (3) times during any twelve (12) month period; or
 - (d) At any time during the term of the agreement the customers exceeds the established credit limit.
7. Payment by a Customer of past-due bills will not, of itself, relieve the Customer from the obligation of establishing credit.
8. A Customer may be required to reestablish credit when the nature of Service furnished or the basis on which credit was established has significantly changed.
9. If a Customer fails to reestablish credit as required by TNCI, Service may be disconnected pursuant to Commission rule(s) and state laws, if any.

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SECTION 2- RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.2. Payment for Service

- A. Facilities and Service Charges- The Customer is responsible for the payment of all charges for Facilities and Services furnished by TNCI to the Customer and to all Users authorized by the Customer, regardless of whether those Services are used by the Customer itself or are resold to or shared with other persons.
- B. 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 TNCI's net Income) imposed on or based upon the provision, sale or use of TNCI's Services.
- C. 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.
- D. Return Check Charge - Checks presented in payment for Services and subsequently returned to TNCI by the Customer's financial institution for "Non-Sufficient Funds" or other reasons will incur a nonrecurring charge up to the maximum allowed by Commission rule, per Customer per check.

2.5.3. Billing and Collection of Charges

- A. Recurring charges are billed monthly in arrears. Usage charges, if applicable, are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer.
- B. Billing is payable upon receipt and past due pursuant to Commission rules and State rules, if any.
- C. Where any undercharge in billing of a Customer is the result of a TNCI mistake, TNCI will backbill in accordance with the Commission's rules.

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SECTION 2- RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.4. Advance Payments

TNCI does not require advance payments.

2.5.5. Deposits

TNCI does not require deposits.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.6. Disputed Bills

The Customer is responsible for notifying TNCI in writing, within twenty-one (21) days of the date of mailing of the bill, of any charges in dispute and the specific basis of such dispute by the date on the invoice.

In case of a billing dispute between Customer and TNCI as to the correct amount of a bill which cannot be adjusted with mutual satisfaction. Customer may enter the following arrangement if confirmed by TNCI:

- A. Customer requests and TNCI will comply with the request for an investigation and review of the disputed amount.
- B. The Customer pays the undisputed portion of the bill by the invoice Due Date shown on the bill. Otherwise the Service will be subject to disconnection if TNCI has notified Customer by written notice of such delinquency and impending termination.

If there is still disagreement after the investigation and review by a manager of TNCI, Customer may appeal to Commission for its investigation and decision.

TNCI will not disconnect Customer's Service for nonpayment as long as Customer complies with this arrangement.

TNCI will respond to the Commission's requests for information within the timeframe specified by the Commission.

The Commission will review the claim regarding the disputed amount, communicate the results of its review to Customer and TNCI, and require disbursement according to those results.

After the investigation and review are completed by TNCI as noted in subsection "A" above, if Customer elects not to deposit the amount in dispute with Commission, such amount becomes due and payable at once. In order to avoid disconnection of Service, such amount must be paid within seven (7) calendar days after the date TNCI notifies Customer that the investigation and review are completed and that such payment must be made or Service will be interrupted. However, the Service will not be disconnected prior to the Due By Date shown on the bill.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.6. Disputed Bills, (Continued)

The address and telephone number of the Commission are:

Arizona Corporation Commission
Utilities Division
1200 West Washington
Phoenix, Arizona 85007-2996
Telephone: (602) 542-4251 / Toll-free (800) 222-7000

2.5.7. Late Payment Charges

Collection procedures and the requirement for a Deposit or Advance Payment are not affected by the application of a late payment charge.

2.5.8. Credit Limit

TNCI may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

2.5.9. The Issuance of Credit or Payments

Customers may contact TNCI for resolution of billing disputes by telephone to TNCI's Customer Service Department at (800) 360-1902 or in writing addressed to the attention of TNCI Customer Service at 114 E. Haley Street, Suite A, Santa Barbara, CA 93101. Customer Service representatives are available to address inquiries during company business hours from Monday through Friday 8 a.m. to 10 p.m. (EST) and Saturday 9 a.m. to 6 p.m. (EST).

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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. INTERRUPTIONS OF SERVICE****2.6.1. General**

- A. TNCI may temporarily interrupt Service when necessary to effect repairs or maintenance; to eliminate an imminent threat to life, health, safety or substantial property damage; or for reasons of local, State or National emergency. TNCI shall establish procedures to be followed by its employees to prevent or mitigate interruption or impairment and provide prompt oral or written notification to affected Customers.
- B. It is the obligation of the Customer to notify TNCI of any interruptions in Service. Before giving such notice, the Customer will ascertain that the trouble is not being caused by any action or omission of the Customer, is not within the Customer's control, and is not in wiring or equipment connected to the terminal of TNCI.
- C. A credit allowance will not be given unless otherwise specified in this Tariff. A Service is interrupted when it becomes inoperative to the Customer, *e.g.*, the Customer is unable to transmit or receive because of a failure of a component furnished by TNCI under this Tariff.
- D. If the Customer reports to TNCI that a Service, facility or Circuit is inoperative but declines to release it for testing and repair, or refuses access to Customer Premises for test and repair by TNCI or an agent of TNCI, the Service, facility or Circuit is considered to be impaired but not Interrupted. No credit allowance will be made for a Service, facility or Circuit considered by TNCI to be impaired. The Customer will be responsible for the payment of Service charges as set forth herein when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than TNCI, including, but not limited, to the Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. INTERRUPTIONS OF SERVICE, Continued

2.6.2. Limitations of Allowances

No credit allowance will be made for any interruption in Service:

- A. Due to the negligence of, willful act of, or noncompliance with the provisions of this Tariff by, the Customer; or
- B. Due to the malfunction of Customer-owned telephone equipment; or
- C. Due to a Force Majeure; or
- D. During any period in which TNCI is not given full and free access to TNCI-provided facilities and equipment for the purposes of investigating and correcting interruptions; or
- E. During any period when the Customer has released Service to TNCI for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; or
- F. That occurs or continues due to the Customer's failure to authorize placement of any element of special construction; or
- G. That occurs when TNCI, under the terms of the Contract for Service, suspends or terminates Services for nonpayment of charges; or
- H. For the unlawful or improper use of the facilities or Service.

2.6.3. Use of Another Means of Communications

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

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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. INTERRUPTIONS OF SERVICE, Continued

2.6.4. Application of Credits for Interruptions in Service

- A. Credits for interruptions in Service that is provided and billed on a flat rate basis for a minimum period of at least one (1) month, beginning on the date that billing becomes effective, will in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of Service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Credit will be given only for that portion of the Customer's Service affected by the interruption.
- B. For calculating allowances, every month is considered to have thirty (30) days.

2.6.5. Credit Allowance for Interruptions in Service

If the interruption is for more than twenty four (24) hours, an allowance, at the rate for that portion of the Customer's Service affected by the interruption, will be made upon request for the time such interruption continues after the fact is reported by the Customer or detected by TNCI as follows:

- A. If the interruption is for twenty four (24) hours or less, no allowance will be made.
- B. If the interruption continues for more than twenty-four (24) hours, the allowance will be equal to one thirtieth (1/30th) of the monthly rates for the first full twenty four (24) hour period and for each succeeding twenty four (24) hour period or fraction thereof.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.7. RESTORATION OF SERVICE**

- 2.7.1. The use and restoration of Service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations on file with the Commission, which specifies the priority system for such activities.
- 2.7.2. At the Customer's request Service shall be restored when the causes of suspension or discontinuance have been removed and when payment or satisfactory arrangements for payment of all proper charges due from the Customer or Applicant, including any proper Deposit, have been made as provided for in the Tariff; or as the Commission may order pending resolution of any bona fide dispute between TNCI and the Customer or Applicant over the Disconnection.
- 2.7.3. When a Customer's Service has been disconnected in accordance with this Tariff and the Service has been terminated through the completion of a TNCI Service order, Service will be restored only upon the basis of application for new Service.
- 2.7.4. A Customer whose Service has been discontinued for failure to establish credit or for nonpayment of bills will be required to pay the unpaid balance due TNCI before Service is restored.
- 2.7.5. Whenever Service has been discontinued for fraudulent or other unlawful use, TNCI may, before restoring Service, require the Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate such fraudulent or otherwise unlawful uses and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.7.6. Any Customer whose Service has been disconnected may be required to pay Service reconnection charges equal to the initial Service Connection Charge before Service is restored.

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SECTION 2- RULES AND REGULATIONS, Continued**2.8. USE OF CUSTOMER'S SERVICE BY OTHERS**

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

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SECTION 2 - RULES AND REGULATIONS, Continued

2.9. CANCELLATION OF SERVICE BY CUSTOMER

2.9.1. Customer may cancel local Service by providing written notice to TNCI thirty (30) days prior to cancellation.

2.9.2. Customer is responsible for usage charges while still connected to TNCI's Service and for the payment of associated local Exchange TNCI charges, if any, for Service charges.

2.9.3. Any cost of TNCI expenditures shall be borne by the Customer if:

- A. The Customer orders Service requiring special Facilities dedicated to the Customer's use and then cancels the order before such Service begins, before completion of the minimum period or before completion of some the period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
- B. Liabilities are incurred expressly on behalf of the Customer by TNCI and not fully reimbursed by installation and monthly charges; and
- C. If based on an order for Service and construction has either begun or has been completed, but no Service provided.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.10. CANCELLATION OF SERVICE by TNCI****2.10.1. Discontinuance Without Notice**

TNCI reserves the right to immediately discontinue furnishing the Service to Customers without incurring liability:

- A. In the event of a condition determined to be hazardous to the Customer, to other Customers of TNCI, to TNCI's equipment, the public or to employees of TNCI; or
- B. By reason of any order or decision of a court or any other governmental authority which prohibits TNCI from furnishing such Service; or
- C. For unlawful use of the Service or use of the Service for unlawful purposes; or
- D. When necessary for TNCI to comply with any order or request of any governmental authority having jurisdiction; or
- E. In the event that the Facilities have been abandoned or are being used by unauthorized persons.

2.10.2. Discontinuance With Notice

TNCI may discontinue Service according to the following conditions upon ten (10) days written notice:

- A. For violation of TNCI's filed Tariffs; or
- B. For the non-payment of any proper charge as provided by TNCI's Tariff, including one for the same Class Of Service furnished to the Applicant or Customer at the same or another location, or where the Applicant or Customer voluntarily assumed, in writing, responsibility for the bills of another Applicant or Customer; or

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SECTION 2 - RULES AND REGULATIONS, Continued**2.10. CANCELLATION OF SERVICE BY TNCI, Continued****2.10.2. Discontinuance With Notice, Continued**

- C. For failure to make payment in accordance with the terms of a deferred payment agreement; or
- D. When TNCI has reason to believe that a Customer has used a device or scheme to obtain Service without payment and where TNCI has so notified the Customer prior to disconnection; or
- E. Failure to meet or maintain TNCI's credit requirements; or
- F. If the Customer provides false information to TNCI regarding the Customer's identity, address, credit-worthiness, past, current or planned use of TNCI's Services; or
- G. For Customer's breach of the contract for Service between TNCI and Customer, including by not limited to unauthorized resale of equipment or Service; or
- H. Please note that TNCI's disconnection notices are issued pursuant to applicable Commission rules; or
- I. Please further note that when a Customer's Service has been disconnected in accordance with this Tariff, Service will be re-established only upon the basis of an application for new Service.

2.10.3. Payment Obligation up to Discontinuance of Service

The discontinuance of Service(s) by TNCI pursuant to this Section does not relieve the Customer of any obligations to pay TNCI for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies available to TNCI set forth herein shall not be exclusive and TNCI shall at all times be entitled to all the rights available to it under law or equity.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.11. NOTICES AND COMMUNICATIONS

- 2.11.1. The Customer will designate an address to which TNCI will mail or deliver all notices and other communications. The Customer may also designate a separate address to which TNCI's bills for Service will be mailed.
- 2.11.2. TNCI will designate on the bills an address to which the Customer will mail or deliver all notices and other communications. TNCI may designate a separate address on each bill for Service to which the Customer will mail payment on that bill.
- 2.11.3. All notices or other communications required to be given pursuant to this Tariff will be in writing, unless otherwise provided.
- 2.11.4. TNCI or the Customer will 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.

2.12. FULL FORCE AND EFFECT

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

SECTION 3 - DESCRIPTION OF SERVICE**3.1. APPLICATION OF RATES AND CHARGES**

All Services offered in this Tariff are subject to Service order and change charges where the Customer requests new Services or changes in existing Services, as well as indicated Non-Recurring and Monthly Recurring Charges.

3.1.1. General

A. The following sections set forth the rules and regulations governing the application of rates for TNCI Services, including the following general rate categories:

1. Nonrecurring Charges for installation of Facilities and Services;
2. Monthly Rates for availability and use of Facilities and Services; and
3. Usage or Transaction Charges (where applicable).

B. Services Offered

The following Network Services are available to Customers where provisioning is technically possible; further, Standard Line and Intrastate Long Distance Services are offered on a dedicated or switched access basis.

Standard Business Line Service
Direct Inward Dial (DID) Service
Optional Calling Features
Miscellaneous Services (including Number Portability)
ISDN / PRI
ISDN / BRI
ADSL
SDSL
T1
Internet Protocol
Frame Relay
Point-to-Point
MPLS-VPN
Conferencing

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.1. APPLICATION OF RATES AND CHARGES, Continued

3.1.2. Service Connection and Maintenance Charges

A. Service Connection Charges

1. Service Connection Charges are nonrecurring charges for establishing or modifying Services. Unless specifically exempted In this or other Sections of this Tariff, Service Connection Charges apply to all Customer-initiated requests, and are in addition to all other scheduled rates and charges.
2. Charges for installation or rearrangement of Service are billed on the next month's bill Immediately following work performed by TNCI.
3. The charges specified in this Tariff reflect Service provided during regularly scheduled work hours, at current Installation intervals and without work Interruptions by the Customer.
4. Customer requests for expedited Services that require installations on a date that is sooner normally offered may result in an increase in applicable Service Connection Charges.
5. Customers that request service connection to be performed outside of normal business hours shall also incur an additional Service Connection Charge (excluding the Service Ordering Charge) as well as additional costs attendant to the request.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued**3.2. EXCHANGE SERVICES****3.2.1 Basic local Coverage Area**

TNCI's service area within the State of Arizona mirrors that of its underlying local exchange carrier Verizon.

3.2.2 Basic Local Exchange Service

- A. Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications Channel, which can be used to place or receive one call at a time. Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other Station equipment. An optional per-line Hunting feature is available for multi-line Customers, which routes a call to the next idle line in a prearranged group when the called line is busy. Local Exchange Service lines and Trunks are provided on a single party (individual) basis only. No multi-party lines are provided.
- B. Local Exchange Services provide a Customer connection to TNCI's network, enabling the Customer, among other things, to:
1. Originate communications to other points on TNCI's network;
 2. Receive communications from other points on TNCI's network;
 3. Access TNCI's Services as set forth in this and other TNCI Tariffs;
 4. Access local, interexchange and international telecommunications services provided by other authorized Carriers and the customers of such Carriers to the extent such Carriers are interconnected with TNCI's network;
 5. Access TNCI's business office for Service-related assistance;
 6. Access 911 or E911 services, where available, operator services, directory assistance, and telecommunications relay services;
 7. Access Operator-Assisted Calling Services; and
 8. Access Directory Assistance.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued**3.2. EXCHANGE SERVICES, Continued****3.2.1 Basic Local Exchange Service, Continued**

- C. Local Exchange Services may not be available to originate calls to other telephone companies' caller-paid information services (e.g., NPA 900-NXX, 976-NXX, etc.). Calls to those numbers and other numbers used for caller-paid information services may be blocked by TNCI's Facilities.
- D. Local Exchange Customers receive one listing per assigned telephone number in the local White Pages Directory and receive a copy of the White Pages Directory at no additional charge.
- E. The Standard Line is restricted to voice only traffic. Internet usage is not permitted.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.3. OPTIONAL CALLING FEATURES

3.3.1. General - The features listed in Section 3.3.2 are offered by TNCI to Business Customers.

3.3.2. Descriptions of Features

- A. Call Forwarding Don't Answer - Basic: Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the Service order.
- B. Call Forwarding Busy Line – Basic: Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user Service order.
- C. Call Waiting – Basic: Call Waiting provides a tone signal to indicate to a Customer *already* engaged in a telephone *call* that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.3 OPTIONAL CALLING FEATURES, Continued****3.3.2 Descriptions of Features, Continued**

D. Call Waiting – Deluxe: Allows the end-user to control the treatment applied to incoming calls while the Customer is off-hook on an existing call. This feature includes the capabilities of Call Waiting Basic plus additional call treatment options. Treatment options offered with Call Waiting Deluxe include:

1. Answer the waiting call and placing the first party on hold;
2. Answer the waiting call and disconnecting from the first party;
3. Direct the waiting caller to hold via a recording; and
4. Forward the waiting caller to another location (e.g., voice mailbox or telephone answering Service).

Full utilization of Call Waiting Deluxe requires specialized Customer Provided Equipment, which is not provided by TNCI. It is the responsibility of the Customer to provide the necessary equipment. The end-user must have either Caller ID Basic or Caller ID Deluxe for display of calling party identification information for waiting calls. The End-User must have a Call Forwarding Don't Answer feature active in order to forward a waiting call to another location.

E. Caller ID – Basic: Permits the End-User to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on specialized Customer Provided Equipment. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary equipment.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.3 OPTIONAL CALLING FEATURES, CONTINUED****3.3.2 Descriptions of Features, Continued**

- F. Caller ID – Deluxe: Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on specialized Customer Provided Equipment. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary equipment. In some situations, the calling party's city and state may be displayed, rather than a Directory Name, depending on available call data.
- G. Anonymous Call Rejection: Permits the end-user to automatically reject incoming calls when the call originates *from* a telephone number that has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection either is offered either as a stand-alone feature or as an add-on to Caller ID Deluxe.
- H. Call Block: Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.
- I. Call Return: Allows the Customer to return a call to the last incoming call, whether answered or not. Upon activation, it will redial the number automatically, and continue to check the number every 45 seconds for up to 30 minutes, if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

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SECTION 3-DESCRIPTION OF SERVICE, Continued**3.3 OPTIONAL CALLING FEATURES, Continued****3.3.2 Descriptions of Features, Continued**

- J. Call Selector: Allows a Customer to assign a maximum of 15 telephone numbers to a special list. The Customer will hear a distinctive ring when calls are received from telephone numbers on that list.
- K. Call Tracing: Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing Trunk number or terminating number, and the time and date, are generated for every call to the specified telephone number, which can then be identified.
- L. Calling Number Delivery Blocking: Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an Exchange Service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID Customer Provided Equipment or be disclosed in another way. The feature is available on a per-call or per line basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call. With the per line version of the feature, all calls are placed with the end-user's number blocked. Per line, end-users must dial an activation code prior to utilization.
- M. Message Waiting Indication: Provides the end-user with an audible (stutter dial tone) or visual (lamp or other Customer Provided Equipment display) indication that messages are waiting to be retrieved. Message Waiting Indication can only be activated/deactivated by a voice mailbox or other voice messaging service provided by TNCI or third party. It is the responsibility of the Customer to subscribe to a compatible voice messaging service. Visual Message Waiting Indication requires specialized Customer Provided Equipment. It is the responsibility of the Customer to provide the necessary equipment.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.3. OPTIONAL CALLING FEATURES, Continued****3.3.2. Descriptions of Features, Continued**

- N. Multiple Directory Number Distinctive Ringing: This feature allows an End User to determine the source of an incoming call by a distinctive ring. The End User may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing – First Number and Distinctive Ringing – Second Number). The designated primary number will receive a normal ringing pattern. Other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.
- O. Speed Calling: Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed-calling list without assistance from TNCI.
- P. Three Way Calling: Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.4. CALLING PARTY NUMBER BLOCKING

3.4.1 PER CALL BLOCKING

TNCI will not provide per-line blocking

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.5. SERVICE PROVIDER OPTIONS****3.5.1. No Primary Interexchange Carrier (PIC) Option**

Customers have the option of not selecting a toll provider as primary Carrier for intraLATA and/or interLATA toll traffic, thus requiring the Customer to use an access code to obtain toll providers' Services (i.e., 1010-XXX).

3.5.2. Two PIC Option

Customers will be able to select one toll provider for intraLATA toll calls and, if so desired, the same or another toll provider for interLATA toll calls.

3.5.3. Preferred Carrier Freeze (PCF)

TNCI offers a free Service called Preferred Carrier Freeze. This Service is available to all Customers. PCF allows Customers to designate their local long distance (intraLATA) provider, long distance (interLATA) provider, and a local exchange Service provider, as permanent choices, which may not be changed absent further authorization from the Customer. TNCI will send a letter to each Customer upon initiation or transfer of Service, which informs the Customer of the option to freeze his/her intraLATA, interLATA and local Service provider choice(s). At the time a Customer contacts TNCI to establish a freeze, a representative will advise him/her on how to facilitate a change of provider(s) on a frozen account.

3.5.4. Carrier Change Charge

After the initial 30-day period, or at any time after an initial Carrier selection has been made, any Carrier selection or change is subject to a Non-Recurring Charge, per change, per line.

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SECTION 4-RATES

4.1. SERVICE CONNECTION AND MAINTENANCE CHARGES

4.1.1. Service Order and Change Charges

Non-recurring charges may apply to processing Service Orders for new Business Service, and for changes in Business Service.

Line Connection Charge	Service Charge
First Line	\$50.36
Each Additional Line	\$26.58
Change Fee, Per Order	\$15.00

4.1.2. Restoration of Service Charge

A non-recurring charge may be assessed in instances where consumers request service restoration.

Restoration of Service Charge	Service Charge
Per restoration – Switched Services	\$ 25.00
Per restoration – Dedicated Services	\$100.00

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SECTION 4-RATES, Continued

4.2. EXCHANGE SERVICES RATES AND CHARGES

4.2.1. Standard Business Local Exchange Service Rates

A. Standard Local Exchange Service Monthly Recurring Charges.

The following charge applies to Standard Business Local Exchange Service lines per month. Rates and charge includes Touch-tone Service for each line. The rate below applies to Service provided on a month-to-month basis.

	Service Charge
Unlimited Local with Long Distance	\$ 52.00
Unlimited Local without Long Distance	\$104.00

B. Other Monthly Recurring Charges

1. End-User Common Line (EUCL) Recovery Charge

The following charge applies to recovery of End User Common Lines charges billed to TNCI by the Incumbent LEC.

	Service Charge
Single Line Customer, Per Line	\$6.99

2. The following charges may apply to Standard Local Exchange Service lines on a monthly basis, determined by the geographic location of the consumer within the coverage area. At the time service is requested, the customer will be advised of the appropriate geographic charge. Not applicable in the State of Arizona.

	Service Charge
Suburban Surcharge	NA
Rural Surcharge	NA

3. Local Number Portability (LNP) Fee

	Service Charge
Single Line Customer, Per Line	\$2.99

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SECTION 4-RATES, Continued

4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued

4.2.2. Digital Subscriber Line Service

A. Product Description - Digital Subscriber Line Service

TNCI offers Digital Subscriber Line ("DSL") Service to consumers in certain geographic coverage areas where the provisioning of DSL is technically feasible to the consumer's premises. TNCI's DSL Service requires that an additional telephone line be installed at the consumer's premises; charges for which TNCI shall assess on the consumer's account in addition to the monthly recurring charge for the DSL Service.

ADSL

Bandwidth (Download/Upload)+	Monthly Charge"	Non-Recurring Charge**	Equipment Charge***
1.5 Mbps/384 Kbps	\$49.95	\$175.00	\$149.00
1.5 Mbps/768 Kbps	\$57.99	\$175.00	\$149.00
3.0 Mbps/384 Kbps	\$62.99	\$175.00	\$149.00
3.0 Mbps/768 Kbps	\$74.99	\$175.00	\$149.00
6.0 Mbps/768 Kbps	\$83.99	\$175.00	\$149.00
<ul style="list-style-type: none"> • *One Year Minimum Commitment • **Rebate Available for Install Fee (includes Professional On-Site Installation) • ***Equipment Purchase Charge May be Waived - Please Inquire with Your Agent Manager • +Each port is Provisioned with one Fixed WAN IP Address-Additional IP Addresses are Available 			

SDSL

Bandwidth (Download/Upload)+	Monthly Charge"	Non-Recurring Charge**	Equipment Charge***
192 Kbps/192 Kbps	\$115.00	\$225.00	\$299.00
384 Kbps/384 Kbps	\$144.00	\$225.00	\$299.00
768 Kbps/768 Kbps	\$185.00	\$225.00	\$299.00
1.1 Mbps/1.1 Mbps	\$224.00	\$225.00	\$299.00
1.5 Mbps/1.5 Mbps	\$259.00	\$225.00	\$299.00
<ul style="list-style-type: none"> • *One Year Minimum Commitment • **Rebate Available for Install Fee (includes Professional On-Site Installation) • ***Equipment Purchase Charge May be Waived - Please Inquire with Your Agent Manager • +Each port is Provisioned with one Fixed WAN IP Address-Additional IP Addresses are Available 			

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SECTION 4-RATES, Continued

4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued

4.2.3 Optional Calling Features

A. TNCI offers the following optional calling features for use in conjunction with its business local exchange service.

- Call waiting
- Call waiting Deluxe
- Call Forward - Busy Line
- Call Forward - Don't Answer
- Call Forward - Busy Line/Don't Answer
- Call Forward Variable
- Custom Ringing
- Speed Call 8
- Speed Call 30
- Three Way Calling
- Anonymous Call Rejection
- Call Rejection
- Call Trace
- Call Waiting ID
- Caller ID Name and Number
- Caller ID Number Only
- Caller ID Privacy +
- Continuous Redial
- Continuous Redial Deluxe
- Last Call Return
- Line Hunting (No Charge)
- Priority Call
- Selective Call Forwarding

Service Charge

Unlimited Features & Usage

\$4.99/per month

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SECTION 4- RATES, Continued

4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued

4.2.3. Optional Calling Features, Continued

C. The features in this section are made available on an individual basis. All features are provided subject to availability. Certain features may not be available with all Classes of Service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all uses in some cases.

D. Features Offered on a Usage Sensitive Basis

The following features are available to all local Exchange line Customers where Facilities and Services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

Optional Calling Features	Service Charge
Call Return, Per Month	\$3.00
Call Trace, Per Activation	\$1.25
Denial of per call activation for Call Return and Call Trace from any line or Trunk is available to Customers upon request at no additional charge.	
Busy Redial, Per Activation	\$3.50

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SECTION 4-RATES, Continued**4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued****4.2.4 INTEGRATED SERVICES DIGITAL NETWORK BASIC RATE INTERFACE**

- A. TNCI offers local and long distance Integrated Services Digital Network, Basic Rate Interface (ISDN BRI) Services to Business consumers in certain geographic coverage areas where the provisioning of ISDN BRI is technically feasible.

	Service Charge
Per line, per month	\$240.00
Per line, additional	\$240.00
Installation Charge	\$200.00

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SECTION 4-RATES, Continued**4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued****4.2.5. Resold T1 Service**

TNCI's resold T1 service allows customer access to a dedicated phone connection supporting data rates of 1.544Mbits per second. A T-1 line actually consists of 24 individual channels, each of which supports 64Kbits per second. Each 64Kbit/second channel can be configured to carry voice or data traffic. Please note that MCI & PaeTec Integrated Local offerings are contained at 4.3 of this tariff.

Bandwidth (Download/Upload)	Monthly Charge	Non-Recurring Charge	Term
3.0 Mbps	\$729.00	\$200.00	1 Year
3.0 Mbps	\$719.00	\$200.00	2 Year
4.5 Mbps	\$1089.00	\$200.00	1 Year
4.5 Mbps	\$1079.00	\$200.00	2 Year
6.0 Mbps	\$1409.00	\$200.00	1 Year
6.0 Mbps	\$1399.00	\$200.00	2 Year
10.5 Mbps	\$2399.00	\$200.00	1 Year
10.5 Mbps	\$2389.00	\$200.00	2 Year
12.0 Mbps	\$2699.00	\$200.00	1 Year
12.0 Mbps	\$2689.00	\$200.00	2 Year

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SECTION 4-RATES, Continued

4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued

4.2.6. Resold Internet Protocol Service

TNCI's resold Internet Protocol service provides customers with fast reliable Connectivity for Internet content.

Dedicated Internet Protocol

Port	Monthly Charge	Non-Recurring Charge	Term
1,544 Mbps	\$589.00	\$500.00	1 Year
1,544 Mbps	\$549.00	\$500.00	2 Year
45 Mbps	\$4799.00	\$3000.00	1 Year
45 Mbps	\$4549.00	\$3000.00	2 Year
155 Mbps	\$12099.00	\$3000.00	1 Year
155 Mbps	\$11499.00	\$3000.00	2 Year
56/64K	\$269.00	\$375.00	1 Year
128K	\$329.00	\$500.00	1 Year
256K	\$409.00	\$500.00	1 Year
384K	\$489.00	\$500.00	1 Year
512K	\$519.00	\$500.00	1 Year
768K	\$539.00	\$500.00	1 Year
56/64K	\$199.00	\$375.00	2 Year
128K	\$239.00	\$500.00	2 Year
256K	\$309.00	\$500.00	2 Year
384K	\$369.00	\$500.00	2 Year
512K	\$419.00	\$500.00	2 Year
768K	\$469.00	\$500.00	2 Year

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SECTION 4-RATES, Continued

4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued

4.2.7. Resold Internet Protocol Service, Continued

Fractional Internet Protocol

Port	Monthly Charge	Non-Recurring Charge	Term
6 Mbps	\$2849.00	\$150.00	1 Year
6 Mbps	\$2599.00	\$250.00	2 Year
9 Mbps	\$2999.00	\$250.00	1 Year
9 Mbps	\$2749.00	\$250.00	2 Year
12 Mbps	\$3149.00	\$250.00	1 Year
12 Mbps	\$2849.00	\$250.00	2 Year
15 Mbps	\$3299.00	\$250.00	1 Year
15 Mbps	\$3049.00	\$250.00	2 Year
18 Mbps	\$3449.00	\$250.00	1 Year
18 Mbps	\$3149.00	\$250.00	2 Year
22 Mbps	\$3649.00	\$250.00	1 Year
22 Mbps	\$3349.00	\$250.00	2 Year
25 Mbps	\$3849.00	\$250.00	1 Year
25 Mbps	\$3499.00	\$250.00	2 Year
28 Mbps	\$4099.00	\$250.00	1 Year
28 Mbps	\$3749.00	\$250.00	2 Year
31 Mbps	\$4349.00	\$250.00	1 Year
31 Mbps	\$3999.00	\$250.00	2 Year
34 Mbps	\$4599.00	\$250.00	1 Year
34 Mbps	\$4199.00	\$250.00	2 Year

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SECTION 4 – RATES, Continued

4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued

4.2.8. Resold Frame Relay Service

TNCI's resold Frame Relay service allows customers to link multiple locations with a fast and reliable data transmission network.

Port	Monthly Charge	Non-Recurring Charge	Term
64K	\$109.00	\$150.00	1 Year
64K	\$109.00	\$250.00	2 Year
128K	\$199.00	\$250.00	1 Year
128K	\$199.00	\$250.00	2 Year
192K	\$219.00	\$250.00	1 Year
192K	\$219.00	\$250.00	2 Year
256K	\$239.00	\$250.00	1 Year
256K	\$239.00	\$250.00	2 Year
384K	\$359.00	\$250.00	1 Year
384K	\$359.00	\$250.00	2 Year
512K	\$449.00	\$250.00	1 Year
512K	\$449.00	\$250.00	2 Year
640K	\$539.00	\$250.00	1 Year
640K	\$539.00	\$250.00	2 Year
768K	\$569.00	\$250.00	1 Year
768K	\$569.00	\$250.00	2 Year
1024K	\$699.00	\$250.00	1 Year
1024K	\$699.00	\$250.00	2 Year
1536K	\$909.00	\$250.00	1 Year
1536K	\$909.00	\$250.00	2 Year
45 Mbps	\$1949.00	\$500.00	1 Year
45 Mbps	\$1949.00	\$500.00	2 Year

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SECTION 4-RATES, Continued

4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued

4.2.8. Resold Frame Relay Service, Continued

Frame Relay Circuit	Monthly Charge	Non-Recurring Charge	Term
16K	\$10.50	\$100.00	1 Year
16K	\$10.50	\$100.00	2 Year
32K	\$21.00	\$100.00	1 Year
32K	\$21.00	\$100.00	2 Year
64K	\$42.00	\$100.00	1 Year
64K	\$42.00	\$100.00	2 Year
128K	\$74.00	\$100.00	1 Year
128K	\$74.00	\$100.00	2 Year
192K	\$111.00	\$100.00	1 Year
192K	\$111.00	\$100.00	2 Year
256K	\$149.00	\$100.00	1 Year
256K	\$149.00	\$100.00	2 Year
384K	\$221.00	\$100.00	1 Year
384K	\$221.00	\$100.00	2 Year
512K	\$295.00	\$100.00	1 Year
512K	\$295.00	\$100.00	2 Year
640K	\$369.00	\$100.00	1 Year
640K	\$369.00	\$100.00	2 Year
768K	\$445.00	\$100.00	1 Year
768K	\$445.00	\$100.00	2 Year
1024K	\$589.00	\$100.00	1 Year
1024K	\$589.00	\$100.00	2 Year

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SECTION 4-RATES, Continued**4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued****4.2.9. MPLS – VPN Service**

TNCI's MPLS (Multiprotocol Label Switching) – (Virtual Private Network) service is the comprehensive solution for enterprise and carrier network requirements. Features multiple routing protocol support: Static, BGP, OSPF, and EIGRP Flexible speeds from 64 Kbps to 45 Mbps.

Port	Monthly Charge	Non-Recurring Charge	Term
56/64K	\$219.00	\$100.00	1 Year
56/64K	\$149.00	\$100.00	2 Year
56/64K	\$139.00	\$100.00	3 Year
128K	\$269.00	\$100.00	1 Year
128K	\$189.00	\$100.00	2 Year
128K	\$179.00	\$100.00	3 Year
256K	\$319.00	\$100.00	1 Year
256K	\$219.00	\$100.00	2 Year
256K	\$209.00	\$100.00	3 Year
384K	\$379.00	\$100.00	1 Year
384K	\$289.00	\$100.00	2 Year
384K	\$239.00	\$100.00	3 Year
512K	\$400.00	\$100.00	1 Year
512K	\$329.00	\$100.00	2 Year
512K	\$269.00	\$100.00	3 Year
768K	\$449.00	\$100.00	1 Year
768K	\$369.00	\$100.00	2 Year
768K	\$339.00	\$100.00	3 Year
1.5 Mbps	\$579.00	\$100.00	1 Year
1.5 Mbps	\$459.00	\$100.00	2 Year
1.5 Mbps	\$439.00	\$100.00	3 Year
2xT1 (3 Mbps)	\$1029.00	\$100.00	1 Year
2xT1 (3 Mbps)	\$849.00	\$100.00	2 Year
2xT1 (3 Mbps)	\$759.00	\$100.00	3 Year
3xT1 (4.5 Mbps)	\$1449.00	\$100.00	1 Year
3xT1 (4.5 Mbps)	\$1229.00	\$100.00	2 Year
3xT1 (4.5 Mbps)	\$1109.00	\$100.00	3 Year
4xT1 (6 Mbps)	\$1939.00	\$100.00	1 Year
4xT1 (6 Mbps)	\$1549.00	\$100.00	2 Year
4xT1 (6 Mbps)	\$1459.00	\$100.00	3 Year

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SECTION 4 - RATES, Continued

4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued

4.2.9. MPLS – VPN Service, Continued

Rate	Monthly Charge	Non-Recurring Charge	Term
5xT1 (7.5 Mbps)	\$2399.00	\$100.00	1 Year
5xT1 (7.5 Mbps)	\$1979.00	\$100.00	2 Year
5xT1 (7.5 Mbps)	\$1829.00	\$100.00	3 Year
6xT1 (9.0 Mbps)	\$2499.00	\$100.00	1 Year
6xT1 (9.0 Mbps)	\$1999.00	\$100.00	2 Year
6xT1 (9.0 Mbps)	\$1919.00	\$100.00	3 Year
6 Mbps (Fractional DS3)	\$2699.00	\$100.00	1 Year
6 Mbps (Fractional DS3)	\$2489.00	\$100.00	2 Year
6 Mbps (Fractional DS3)	\$2279.00	\$100.00	3 Year
9 Mbps (Fractional DS3)	\$2899.00	\$100.00	1 Year
9 Mbps (Fractional DS3)	\$2699.00	\$100.00	2 Year
9 Mbps (Fractional DS3)	\$2359.00	\$100.00	3 Year
12 Mbps (Fractional DS3)	\$3119.00	\$100.00	1 Year
12 Mbps (Fractional DS3)	\$2699.00	\$100.00	2 Year
12 Mbps (Fractional DS3)	\$2459.00	\$100.00	3 Year
15 Mbps (Fractional DS3)	\$3219.00	\$100.00	1 Year
15 Mbps (Fractional DS3)	\$2999.00	\$100.00	2 Year
15 Mbps (Fractional DS3)	\$2699.00	\$100.00	3 Year
18 Mbps (Fractional DS3)	\$3409.00	\$100.00	1 Year
18 Mbps (Fractional DS3)	\$3219.00	\$100.00	2 Year
18 Mbps (Fractional DS3)	\$2839.00	\$100.00	3 Year
22 Mbps (Fractional DS3)	\$3600.00	\$100.00	1 Year
22 Mbps (Fractional DS3)	\$3399.00	\$100.00	2 Year
22 Mbps (Fractional DS3)	\$3009.00	\$100.00	3 Year
25 Mbps (Fractional DS3)	\$3800.00	\$100.00	1 Year
25 Mbps (Fractional DS3)	\$3499.00	\$100.00	2 Year
25 Mbps (Fractional DS3)	\$3149.00	\$100.00	3 Year
28 Mbps (Fractional DS3)	\$4009.00	\$100.00	1 Year
28 Mbps (Fractional DS3)	\$3689.00	\$100.00	2 Year
28 Mbps (Fractional DS3)	\$3329.00	\$100.00	3 Year
31 Mbps (Fractional DS3)	\$4119.00	\$100.00	1 Year
31 Mbps (Fractional DS3)	\$3799.00	\$100.00	2 Year
31 Mbps (Fractional DS3)	\$3429.00	\$100.00	3 Year
34 Mbps (Fractional DS3)	\$4319.00	\$100.00	1 Year
34 Mbps (Fractional DS3)	\$3959.00	\$100.00	2 Year
34 Mbps (Fractional DS3)	\$3599.00	\$100.00	3 Year
45 Mbps DS3	\$5359.00	\$100.00	1 Year
45 Mbps DS3	\$4500.00	\$100.00	2 Year
45 Mbps DS3	\$3999.00	\$100.00	3 Year

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SECTION 4 - RATES, Continued

4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued

4.2.9. MPLS – VPN Service, Continued

Secure Internet Access and Firewall (Pet Network)

Capacity	Monthly Charge	Non-Recurring Charge
Maximum 5 Mbps (x-small)	\$759.00	\$500.00
Maximum 10 Mbps (small)	\$1349.00	\$500.00
Maximum 25 Mbps	\$3049.00	\$500.
Maximum 50 Mbps	\$5099.00	\$500.
> 100 Mbps (x-big very)	\$8699.00	\$500.

Features

Product	Monthly Charge	Non-Recurring Charge
Remote Access (Per 50 Users / 200 Users Maximum)	\$339.00	\$300.00
IPSec Half Tunnels – Hybrid Networking	\$99.00	\$50.00

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SECTION 4 - RATES, Continued

4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued

4.2.10. MCI INTEGRATED LOCAL T-1 LOCAL LOOP

TNCI's integrated T1 service allows customer access to a local and long distance calling via a partnership with MCI.

Product Description	Monthly Charge	Non-Recurring Charge	Term
On-Net Local Loop	\$399.00	\$198.00	1 Year
On-Net Local Loop	\$379.00	\$198.00	2 Year
On-Net Integrated Local Loop (Integrated IP Port)	\$349.00	\$198.00	1 Year
On-Net Integrated Local Loop (Integrated IP Port)	\$329.00	\$198.00	2 Year
Off-Net Local Loop/Off-Net Integrated Local Loop (Integrated IP Port)	\$569.00	\$198.00	1 Year
Off-Net Local Loop/Off-Net Integrated Local Loop (Integrated IP Port)	\$549.00	\$198.00	2 Year
Interstate Long Distance	Not Contained in Intrastate Local Tariff Please see interstate Terms & Conditions for rate information		
Intrastate Long Distance	Not Contained in Intrastate Local Tariff Please see Intrastate Long Distance Tariff for rate information		

Integrated Local T-1 General Information	Monthly Charge	Non-Recurring Charge
EUCL	\$13.99	\$0.00
Trunk Group Configuration Up to six (6) trunk groups per Non-PRI circuit Limited to 1 trunk group per PRI circuit	\$0.00	\$0.00
D-Marc (demarcation point)	\$0.00	\$278.00
Installation Expedite	\$0.00	\$600.00
Change of Service Date	\$0.00	\$200.00
Change Order (pre-install)	\$0.00	\$200.00
Change Order (post-install)	\$0.00	\$150.00
Cancel Order (pre-FOC/Field Order Complete)	\$0.00	\$200.00
Cancel Order (post-FOC/Field Order Complete)	ICB	\$198.00
Please note that if a circuit is ordered with IP (Internet Protocol) it cannot be PRI (Primary Rate Integrated) Please note that MCI blocks all 900/976 numbers		

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SECTION 4 - RATES, Continued

4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued

4.2.10 MCI INTEGRATED LOCAL T-1 LOCAL LOOP, Continued

MCI Integrated Local T-1 Features	Monthly Charge	Non-Recurring Charge
Local/Long Distance Directory Assistance	\$0.00	\$0.45 (per call)
Directory Listing Service (primary listing)	\$0.00	\$0.00
Directory Listing Service (additional listing)	ICB	ICB
Account Codes (2-8 Digits) (Long Distance Calls Only)	\$0.00	\$0.00
DIDs - Porting DIDs (Direct Inward Dial)	\$0.00	\$0.00
DIDs - New DIDs (Direct Inward Dial) - Block of 20	\$3.00	\$5.00
DIDs - New DIDs (Direct Inward Dial) - Block of 100	\$15.00	\$25.00
<i>Please note that more than 1,000 DIDs requires a business justification</i>		
CIRCUIT FEATURES		
PRI (Primary Rate Interface) Disaster Recovery 1-10 Numbers	\$50.00	\$750.00
PRI (Primary Rate Interface) Disaster Recovery 11-40 Numbers	\$100.00	\$650.00
PRI (Primary Rate Interface) Disaster Recovery 41-100 Numbers	\$200.00	\$1,000.00
Calling Party Number Delivery	\$0.00	\$0.00
Calling Party Name Delivery	\$0.00	\$0.00
Caller ID with Number (PRI Only - Automatically Included)	\$0.00	\$0.00
Remote Call Forward/Switched Overflow	\$20.00	\$0.00

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SECTION 4-RATES, Continued

4.2. EXCHANGE SERVICES RATES AND CHARGES

4.2.11 PAETEC VOICE AND INTERNET PROTOCOL PORT

TNCI's Voice and Internet Protocol Port service allows customer access to a local and long distance calling via a partnership with PaeTec.

Product Description	Monthly Charge	Non-Recurring Charge	Term
Voice and Internet Protocol Port	\$379.00	\$150.00	1 Year
Voice and Internet Protocol Port	\$349.00	\$150.00	2 Year
Voice and Internet Protocol Port	\$299.00	\$150.00	3 Year
Interstate Long Distance	Not Contained in Intrastate Local Tariff Please see Interstate Terms & Conditions for rate information		

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SECTION 4-RATES, Continued

4.2. EXCHANGE SERVICES RATES AND CHARGES

4.2.12 PAETEC INTEGRATED LOCAL - GENERAL INFORMATION

TNCI's Integrated Local service allows customer access to a local and long distance calling via a partnership with PaeTec.

Paetec Integrated Local T-1 General Information	Monthly Charge	Non-Recurring Charge
EUCL	\$13.99	\$0.00
Directory Assistance (Local)	\$0.00	\$0.85
Account Codes (2-8 Digits) (Long Distance Calls Only) Validated	\$15.00	\$15.00
Account Codes (2-8 Digits) (Long Distance Calls Only) Non-Validated	\$0.00	\$0.00
<i>Please note that PaeTec blocks all 900/976 numbers</i>		
Change Order Fees		
Feature Change	\$0.00	\$10.00
Feature Change - Expedite	\$0.00	\$50.00
Reconfigure Trunk Group	\$0.00	\$50.00
Reconfigure Trunk Group - Expedite	\$0.00	\$200.00
Change to Pending Order - Expedite	\$0.00	\$15.00
Paetec Optional Calling Features		
Call Hold • Call Forwarding • Call Waiting • Caller ID • Call X-fer • Hunting • Speed Dial-8 • Speed Dial 20 • 3-Way Calling • Automatic Call Return • Automatic Redial • ANI Delivery	\$3.25/Per Feature & Per Trunk Group	See Change Order Fees (Supra)
DID (Direct Inward Dial)		
Porting DIDs		
LNP (no charge for first 100 DIDs)	\$0.00	\$3.00
Blocks of 20	\$5.50	\$10.00
Blocks of 100	\$10.25	\$0.00
LNP Expedite	\$0.00	\$5.00
Adding New DIDs		
Add less than 100	\$0.00	\$10.00
Add less than 100 Expedite	\$0.00	\$10.00
Blocks of 20	\$5.50	\$10.00
Blocks of 100	\$10.25	\$0.00
Add 100+ New DIDs Expedite	\$0.00	\$125.00

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SECTION 4-RATES, Continued

4.2. EXCHANGE SERVICES RATES AND CHARGES

4.2.12 PAETEC INTEGRATED LOCAL- GENERAL INFORMATION, Continued

Paetec Integrated Local T-1 General Information	Monthly Charge	Non-Recurring Charge
On-Net DS-1 Expedite	\$0.00	\$275.00
Off-Net DS-1 Expedite	\$0.00	\$750.00
Overflow		
Direct Trunk Overflow	\$0.00	\$0.00
Trunk Overflow to POTS (per Trunk Group)	\$19.95	\$0.00
Extension of D-Marc (point of demarcation)	\$0.00	\$175.00
Cancel Fees		
Customer Cancel prior to FOC (Firm Order Confirmation) date	\$0.00	\$250.00
Customer Cancel after FOC (Firm Order Confirmation) date	\$0.00	\$500.00
Customer cancellation of Scheduled Cutover	\$0.00	\$100.00
Customer failure to show for Scheduled Cutover	\$0.00	\$250.00
Customer cancel LNP less than 24-hours	\$0.00	\$150.00

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SECTION 4-RATES, Continued**4.3. INTRALATA PRESUBSCRIPTION**

A. IntraLATA presubscription is a procedure whereby a subscriber designates to TNCI the carrier which the subscriber wishes to be the carrier of choice for intraLATA toll calls. Such calls are directed to the designated carrier, without the need to use carrier access codes or additional dialing. IntraLATA presubscription does not prevent a subscriber who has presubscribed to an intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative intraLATA carrier on a per call basis.

B. IntraLATA Presubscription Offerings:

- (i) Option A: Subscriber may select TNCI as the presubscribed carrier for intraLATA toll calls subject to presubscription;
- (ii) Option B: Subscriber may select his/her interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription;
- (iii) Option C: Subscriber may select a carrier other than TNCI for the subscriber's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription; or
- (iv) Option D: Subscriber may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

C. Rules and Regulations

- (i) Subscribers will retain their current dialing arrangements until they request that their dialing arrangements be changed.
- (ii) Subscribers may select either Options A, B, C or D for intraLATA presubscription.
- (iii) Subscribers may change their selected Option and/or their presubscribed intraLATA toll carrier at any time.

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SECTION 4-RATES, Continued

4.3. INTRALATA PRESUBSCRIPTION, Continued

- D. New subscribers will be asked to select an *intraLATA* toll carrier(s) at the time the subscriber places an order to establish local exchange service with TNCI. TNCI will process the subscriber's order for intraLATA service. The selected carrier(s) will confirm their respective subscriber's verbal selection by third-party verification or return written confirmation notices. All new subscribers' requests for intraLATA toll service presubscription shall be provided free of charge.

Service Charge

Per line, per change	\$5.00
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SECTION 4 - RATES, Continued

4.3. AUDIO CONFERENCING

- A. TNCI Conferencing Solutions include a variety of tools to increase Customer productivity while reducing operating costs. Whether communicating around the corner or around the globe a TNCI conferencing solution offers the immediacy and flexibility to guarantee success. Event Conferencing allows the Customer to deliver their audience the professionalism of an experienced Event Moderator and the security of knowing that the content of their call will be expertly archived for playback or future distribution. Finally, the ability to conduct Participant Opinion Polls on the Web, during the call, or at a later time, provides the Customer a state-of-the-art tool that brings them closer to their audiences.

Service and Rates	Per Minute/Participant Charge
-------------------	-------------------------------

Reservation/ass

Direct Dial	\$0.0799
Toll Free Calling	\$0.0999

Operator Assisted Calling

Operator Dials out to participants	\$0.2149
Event Conference (50-300 participants or for special call features)	\$0.2999
Event Conference Cancellation Charge, per scheduled line	\$ 3.50

*Enhanced Features**** for Event Conference only*

Additional CD or Tape	\$ 15.00
Conference Playback	\$ 15.99
Custom Greeting/Advertisement	\$ 35.00
Conference Recording (CD or Tape)	\$ 40.00
Custom Polling During Call**	\$ 40.00
Moderator Assistance**	\$ 50.00
Custom Prompt Recording	\$189.00
Dedicated 800 Number	\$299.00
Roll Call	<i>No Charge</i>

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SECTION 5 – PROMOTIONS

5.1. Promotions

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or Installation Fees for qualifying Customers and other occasional promotional events sponsored or endorsed by the Company.

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SECTION 6 - INDIVIDUAL CASE BASIS AGREEMENTS**6.1. Individual Case Basis Agreements**

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to Company for proposals or for competitive bids. Service offered under this Tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the Tariff. Specialized rates or charges will be made available to similarly situated customers on a nondiscriminatory basis.

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TITLE SHEET

ARIZONA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by TNCI Operating Company LLC ("TNCI"), with principal offices at 114 E. Haley Street, Suite A, Santa Barbara, CA 93101. This tariff applies for services furnished within the State of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

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CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS

1. Concurring Carriers - None
2. Connecting Carriers - None
3. Other Participating Carriers - None

CHECK SHEET

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

<u>SHEET</u>	<u>REVISION</u>
Title Sheet	Original
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original
29	Original
30	Original
31	Original
32	Original

* New or Revised Sheet

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TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. 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 pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

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

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

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

SYMBOLS

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

- (C) to signify change in regulation
- (D) to signify a deletion
- (I) to signify a rate increase
- (L) to signify material relocated in the tariff
- (N) to signify a new rate or regulation
- (R) to signify a rate reduction
- (T) to signify a change in text, but no change in rate or regulation

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to the Company's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the Arizona Corporation Commission.

Customer - The person, firm, corporation or other legal entity which orders the services of the Company or purchases a Company Prepaid Calling Card and/or originates prepaid calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Company or TNCI - Used throughout this tariff to mean TNCI Operating Company LLC., a California Corporation.

Dedicated Access - The Customer gains entry to the Company's services by a direct path from the Customer's location to the Company's point of presence.

Prepaid Account - An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

Prepaid Calling Card - A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Resp. Org - Responsible Organization or entity identified by an 800 service Customer that manages and administers records in the 800 database and management system.

Switched Access - The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

Telecom Unit - A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of Arizona.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by the Company for telecommunications between points within the State of Arizona. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules.

The Company's services are provided on a statewide basis and are not intended to be limited geographically.

The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company.

The Company reserves the right to examine the credit record and check the references of all applicants and Customers prior to accepting the service order.

The service application shall not in itself obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company.

The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company.

The Customer shall be responsible for all charges due for such service arrangement.

- 2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.2 Use of Services

- 2.2.1 The Company services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of the Company services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

- 2.2.3 The use of the Company services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company services are available for use 24 hours per day, seven days per week.
- 2.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 2.2.6 The Company services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability 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 shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations.
- The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company equipment to be maintained within the range normally provided for the operation of microcomputers.

- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with the Company facilities or services, the signals emitted into the Company network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the FCC or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to the 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.
- 2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- 2.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.

2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5 Cancellation or Interruption of Services

2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:

2.5.1.A For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due,

2.5.1.B For violation of any of the provisions of this tariff,

2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over the Company services, or

2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

- 2.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service.
- The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.5.4 The Customer may terminate service upon thirty (30) days written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

2.6 Credit Allowance

- 2.6.1 Credit may be given for disputed calls, on a per call basis.
- 2.6.2 Credit shall not be issued for unavailability of long distance services.

2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8 Deposit

The Company does not require deposits.

2.9 Advance Payments

The Company does not require advance payments.

2.10 Payment and Billing

- 2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt.
- 2.10.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 2.10.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing within 30 days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such 30 day period.

2.11 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

2.12 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein.

2.13 Late Charge

A late fee of 1.5% per month or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.

2.14 Returned Check Charge

A fee will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

2.15 Reconnection Charge

A reconnection fee of \$25 per occurrence will be charged when service is reestablished for Customers which have been disconnected due to non-payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

SECTION 3 - DESCRIPTION OF SERVICE**3.1 Computation of Charges**

- 3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. All calls are rounded up to the next whole increment.
- 3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.

- 3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls.

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

114 E. Haley Street, Suite A
Santa Barbara, California 93101
(800) 360-1902

Any objection to billed charges should be reported promptly to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

If a Customer accumulates more than One Dollar of undisputed delinquent the Company 800 Service charges, the Company Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Billing Entity Conditions

When billing functions on behalf of the Company or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. The Company's name and toll-free telephone number will appear on the Customer's bill.

3.5 Service Offerings**3.5.1 1+ Dialing**

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The customer dials "1+" followed by "ten digits" or dials "101XXXX" followed by "1+ ten digits".

3.5.2 Travel Cards

The Customer utilizes an 11 digit "toll-free" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

3.5.3 800 Service (Toll-Free)

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

3.5.4 Reserved for Future Use

Reserved for Future Use

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3.5.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

3.5.6 Specialized Pricing Arrangements.

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Discounts may apply based upon volume, affinity group plans, or term plan commitments.

3.5.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.5.8 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations.

SECTION 4 - RATES**4.1 1+ & 101XXXX Dialing****Residential:**

Day	Evening	Night
\$0.2875 per min	\$0.1840 per min	\$0.1840 per min

Commercial:

\$0.2736 per minute for switched service

\$0.1553 per minute for dedicated service

All calls are billed in one minute increments
A monthly service charge of \$6 will apply for residential customers.

4.2 Travel Cards

\$.29 per minute

A \$.25 per call service charge applies. Billed in one minute increments

4.3 800 Service (Toll Free)

Residential:

Day		Evening	Night
\$0.2875 per	min	\$0.1840 per min	\$0.1840 per min

Commercial:

\$0.1931 per minute for switched service

\$0.1553 per minute for dedicated service

All calls are billed in one minute increments
A \$20 per month per number service charge applies.

4.4 Reserved for Future Use

4.5 Directory Assistance

\$1.25

4.6 Returned Check Charge

\$25.00

4.7 Rate Periods

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period		
5 p.m. to 11 p.m.*	Evening Rate Period		Evening Rate Period
11 p.m. to 8 a.m.*	Night/Weekend Rate Period		

* To, but not including

When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

4.8 Payphone Dial Around Surcharge

A dial around surcharge of \$.35 per call will be added to any completed INTRAstate toll access code and subscriber 800/888 type calls placed from a public or semi-public payphone.

4.9 Universal Service Fund Assessment & Presubscribed Interexchange Carrier Charge

The Customer will be assessed a monthly Universal Service Fund Contribution charge on all telecommunications services, which in no event shall be less than the prevailing contribution percentage rate charged the Company on intrastate traffic by the Universal Service Administrative Company (or any successor) or any state agency or its administrator. A Presubscribed Interexchange Carrier Charge ("PICC") applies on a monthly basis to all Customer monthly bills at the prevailing rate.

SECTION 5 - MINIMUM/MAXIMUM RATES

5.1 1 + Dialing

\$0.04 per minute Minimum

\$0.40 per minute Maximum

5.2 Travel Cards

\$0.05 per minute Minimum

\$0.40 per minute Maximum

5.3 800 Service (Toll-Free)

\$0.04 per minute Minimum

\$0.40 per minute Maximum

5.4 Directory Assistance

\$0.50 Minimum

\$1.95 Maximum

5.5 Payphone Dial Around Surcharge

\$0.35 Minimum

\$1.00 Maximum

ARIZONA TELECOMMUNICATIONS TARIFF

Rates, Terms and Conditions
Relating to the Provision of Switched Exchange Access Service
in the State of Arizona

TNCI Operating Company LLC.

114 E. Haley Street, Suite A
Santa Barbara, CA 93101

This Tariff contains the descriptions, regulations and rates applicable to the furnishing of intrastate switched exchange access telecommunications services provided by TNCI Operating Company LLC ("Company") in the absence of a separate interconnection agreement between Company and carriers who interconnect with Company's network in the State of Arizona. This Tariff is on file with the Arizona Corporation Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 114 E. Haley Street, Suite A, Santa Barbara, CA 93101.

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Effective: May __, 2013

Issued By:

Jeff Compton, President/CEO
114 E. Haley Street, Suite A
Santa Barbara, CA 93101

CHECK SHEET

The Sheets of this Tariff are effective as of the date shown. The Sheet revisions appearing below designate amendments from the original Tariff Sheet and are in effect on the date shown at the bottom of this Sheet. An asterisk appearing next to the revision indicates Sheets submitted with an amended filing.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	30	Original				
2	Original	31	Original				
3	Original	32	Original				
4	Original	33	Original				
5	Original	34	Original				
6	Original	35	Original				
7	Original	36	Original				
8	Original	37	Original				
9	Original	38	Original				
10	Original	39	Original				
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EXPLANATION OF SYMBOLS

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

- (C) To signify changed regulation or rate structure.
- (D) To signify discontinued material.
- (I) To signify a 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.
- (T) To signify a change in text but no change in rate or regulation.

DEFINITIONS

Certain terms used generally throughout this Tariff are described below.

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

Access Services: The Company's intrastate switched exchange access services offered pursuant to this Tariff include all services and facilities provided by the Company for the origination or termination of intrastate, interstate, and/or international telecommunications or other communications services that have the ability to reach the public switched telephone network regardless of the technology used in transmission. This includes, but is not limited to, local exchange, long distance, and data communications services that may use either Time Division Multiplex (TDM) or Internet Protocol ("IP") or other technology.

Carrier or Common Carrier: See Interexchange Carrier.

Company: TNCI Operating Company LLC, the issuer of this Tariff.

Commission: The Arizona Corporation Commission.

Customer: Any individual, person, firm, partnership, association, joint-stock company, trust, governmental entity, corporation or other entity that directly or indirectly obtains access Service. A Customer is deemed responsible for the payment of charges and compliance with the Company's regulations. An Interexchange Carrier is deemed a Customer of the Company if any of the Interexchange Carrier directly or indirectly sends traffic to or receives traffic from a central office code ("NPA-NXX") assigned to the Company. The use of the Company's Access Service constitutes an order for such service and requires compliance with the obligates, rates, and charges as set forth in this Tariff, regardless of whether the Customer has affirmatively requested service or has an executed service order.

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

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

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Jeff Compton, President/CEO
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DEFINITIONS, Continued

End User or User: The term End User denotes a subscriber or user of an intrastate, interstate or foreign telecommunications service that is not a Carrier. A Carrier, other than a telephone company, shall also be deemed to be an "End User" when such Carrier uses a telecommunications service for its own internal administrative purposes. A person or entity that offers telecommunications services exclusively as a non facilities-based reseller shall be deemed to be an "End User" if all resale transmission offered by such reseller originates on the premises of such reseller.

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

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

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

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

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

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

DEFINITIONS, Continued

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

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

Network: Refers to the Company's facilities, equipment, and Services provided under this Tariff.

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

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

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

Universal Emergency Telephone Number (911) Service: Wherever feasible, the Company will provide a universal Central Office number 911 for the use of Public Safety Agencies having the responsibility to protect the safety and property of the general public. It is intended that use of 911 Service will provide the public with a means of simple and direct telephone access to a Public Safety Answering Point.

VoIP-PSTN Traffic: VoIP-PSTN Traffic is traffic exchanged between the Company and the Customer in Time Division Multiplexing (TDM) format that originates and/or terminates in Internet Protocol (IP) format.

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

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114 E. Haley Street, Suite A
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APPLICATION OF TARIFF

This Tariff applies to Intrastate Switched Exchange Access Service provided to Customers for origination and termination of traffic to and from Central Office codes directly assigned to TNCI Operating Company LLC in the absence of a separate interconnection agreement between the Company and Customer.

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

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

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

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Jeff Compton, President/CEO
114 E. Haley Street, Suite A
Santa Barbara, CA 93101

REGULATIONS**2.1 UNDERTAKING OF COMPANY****2.1.1 Scope**

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

2.1.2 Shortage of Facilities

All Service is subject to the availability of 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.

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one month, twenty four (24) hours per day, unless otherwise deemed Incidental Service. For the purpose of computing charges in this Tariff, a month is considered to have thirty (30) calendar days.
- B. Customers may be required to execute any other documents as may be reasonably requested by the Company.
- C. This Tariff shall be interpreted and governed by applicable federal law, state laws, and Commission regulations, as may apply, regardless of choice of laws and regulation provisions.

REGULATIONS, Continued**2.1 UNDERTAKING OF COMPANY, Continued****2.1.4 Limitations on Liability**

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

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REGULATIONS, Continued**2.1 UNDERTAKING OF COMPANY, Continued****2.1.4 Limitations on Liability, Continued**

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

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REGULATIONS, Continued**2.1 UNDERTAKING OF COMPANY, Continued****2.1.4 Limitations on Liability, Continued****D. Continued**

5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or Services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Section 2.1.4, preceding;
7. Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;

REGULATIONS, Continued**2.1 UNDERTAKING OF COMPANY, Continued****2.1.4 Limitations on Liability, Continued****D. Continued**

10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
11. Any non-completion of calls due to network busy conditions;
12. Any calls not actually attempted to be completed during any period that Service is unavailable.

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

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

REGULATIONS, Continued**2.1 UNDERTAKING OF COMPANY, Continued****2.1.4 Limitations on Liability, Continued**

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

1. overt action, omissions, interruptions, delays, errors, other defects or misrepresentations, or the facilities of a local exchange carrier;
2. Customer Provided Equipment; or
3. an End User or Customer.

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

REGULATIONS, Continued**2.1 UNDERTAKING OF COMPANY, Continued****2.1.5 Provision of Equipment and Facilities**

- A. Except as otherwise indicated, CPE located at the Customer's premises for use in conjunction with this Service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- B. The Company shall not be responsible for the installation, operation or maintenance of any CPE. Where such equipment is connected to Service furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of Services under this Tariff and to the maintenance and operation of such Services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
1. the through transmission of signals generated by CPE or for the quality of, or defects in, such transmission; or
 2. the reception of signals by CPE; or
 3. network control signaling where such signaling is performed by CPE.

2.1.6 Ownership of Facilities

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

REGULATIONS, Continued**2.2 PROHIBITED USES**

- A. The Services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.
- B. The Company may require Service Customers who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.
- C. The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- D. A Customer, joint user, or authorized user may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company. The Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to the Company for regulated access Services. Such a transfer will be treated as a disconnection of existing Service and installation of new Service, and non-recurring installation charges as stated in this Tariff will apply.

REGULATIONS, Continued**2.3 OBLIGATIONS OF THE CUSTOMER****2.3.1 Customer Premises Provisions**

- A. The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B. The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any Service provided by the Company to such third party.

REGULATIONS, Continued**2.3 Obligations of the Customer, Continued****2.3.2 Liability of the Customer, Continued**

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

REGULATIONS, Continued**2.4 CUSTOMER EQUIPMENT AND CHANNELS****2.4.1 Interconnection of Facilities**

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

2.4.2 Inspections

- A. The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of CPE and in the wiring of the connection of Customer channels to Company-owned facilities.
- B. If protective agreements governing Company oversight of Customer CPE installed at Company's premises are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within ten (10) calendar days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling Service, to protect its facilities and personnel from harm. Upon Customer request, the Company will provide Customer with a statement of technical parameters that the Customer's equipment must meet within no less than twenty four (24) hours in advance of equipment inspection.

REGULATIONS, Continued

2.5 CUSTOMER ADVANCED PAYMENTS AND DEPOSITS

2.5.1 Advance Payments

Company does not collect Advanced Payments.

2.5.2 Deposits

Company does not collect Deposits.

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114 E. Haley Street, Suite A
Santa Barbara, CA 93101

REGULATIONS, Continued

2.6 PAYMENT ARRANGEMENTS

2.6.1 Payment for Service

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

Taxes

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

REGULATIONS, Continued**2.6 PAYMENT ARRANGEMENTS, Continued****2.6.2 Billing and Collection of Charges**

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

- A. The billing date shall be printed on the bill and the date rendered shall be the mailing date. All payments shall be made at or mailed to the office of the Customer or to the Customer's duly authorized representative.
- B. The Company shall present invoices monthly to the Customer, which shall be due and payable within thirty (30) calendar days after the date of the invoice. Usage charges will be billed monthly for the preceding billing period.
- C. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon receipt of payment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be 1.5 percent per month.
- D. For any payment submitted by the Customer that a financial institution refuses to honor, the Customer will be assessed an amount not exceeding the amount allowed by law.
- E. Where any undercharge in billing of a Customer is the result of a Company's mistake, Company will send an invoice to Customer for applicable charges up to twenty four (24) months from the date the services were provided.
- F. For non-Incidental Service, delinquent accounts for which payment has not been received may be terminated 30 days after the date the bill is rendered. Billing of the Customer by the Company will begin on the Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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REGULATIONS, Continued**2.6 PAYMENT ARRANGEMENTS, Continued****2.6.3 Billing Disputes****A. General**

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within thirty (30) calendar days of the date of the mailing of the bill. For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed. Customer may not withhold payment of charges that are not disputed in good faith.

B. Late Payment Charge

1. The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount under Section 2.6.2.B.
2. In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
3. In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the total billed amount and be subject to the late payment charge.

REGULATIONS, Continued**2.6 PAYMENT ARRANGEMENTS**, Continued**2.6.3 Billing Disputes**, Continued

C. Adjustments or Refunds to the Customer

1. In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
2. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
3. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the Service, the Company will issue a refund.
4. All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

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REGULATIONS, Continued**2.6 PAYMENT ARRANGEMENTS, Continued****2.6.3 Billing Disputes, Continued****D. Unresolved Billing Disputes**

In the case of a billing dispute between the Customer and the Company for Service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer shall have thirty (30) calendar days after such bills have been mailed or otherwise rendered per the Company's normal course of business to request that the Company provide an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the Service may be subject to disconnection).

If there is still disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Arizona Corporation Commission.

REGULATIONS, Continued**2.6 PAYMENT ARRANGEMENTS, Continued****2.6.4 Discontinuance or Suspension of Service for Cause**

For other than Incidental Service, Company may disconnect service in the following instances:

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving five (5) business days prior written notice to the Customer, suspend Service without incurring any liability.
- B. Upon violation of any other terms or conditions described herein for furnishing Service, the Company may, by giving ten (10) business days prior notice in writing to the Customer, discontinue or suspend Service without incurring any liability.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide Service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company may, by notice to the Customer, discontinue or suspend Service without incurring any liability.
- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company will follow procedures provided in federal bankruptcy code.
- E. Upon any governmental prohibition or required alteration of the Services provided or any violation of an applicable law or regulation, the Company may immediately discontinue or suspend Service without incurring any liability.
- F. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue Service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any applicable reconnection charges.

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REGULATIONS, Continued**2.6 PAYMENT ARRANGEMENTS, Continued****2.6.4 Discontinuance or Suspension of Service for Cause, Continued**

- G. Upon the Company's discontinuance or suspension of Service to the Customer under Section 2.6.4(A) or 2.6.4(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such Services would have otherwise been provided to the Customer to be immediately due and payable.
- H. Discontinuance or Suspension of Service for Incidental Service shall mean that Customer will be precluded from terminating traffic on Company's network, or receiving calls originated on Company's network.
- I. In the event non-Incidental Service is terminated, unless immediate termination is necessary in order to protect network integrity or in instances of fraud or other unlawful action on the part of the Customer, Company will provide written termination notice to Customer five (5) days prior to disconnection, as set forth in A.A.C. R14-2-509 D and E, of Company's intent to disconnect service. Notice will contain the name of the Customer whose service is to be terminated and the Service being terminated; Company's rules or regulations that were violated and explanation thereof or the amount of the bill which the Customer has failed to pay in accordance with the payment policy of the Company, if applicable; The date on or after which service may be terminated; and a statement advising the Customer to contact the Company at a specific phone number for information regarding any deferred billing or other procedures which the Company may offer or to work out some other mutually agreeable solution to avoid termination of the Customer's service.

2.6.5 Customer Overpayment

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

REGULATIONS, Continued**2.7 ALLOWANCES FOR INTERRUPTION OF SERVICE**

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

- A. Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common Carriers connected to the service of the Company;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. During any period in which the Customer continues to use the service on an impaired basis;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. Interruptions that occur or continue due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) calendar days of the date that service was affected.

2.7.2 Use of Another Means of Communications

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

REGULATIONS, Continued**2.8 CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF THE NETWORK****2.8.1 Unauthorized Use of the Network**

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's Services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's Services provided under this Tariff, or uses specific Services that are not authorized.
- B. The following activities constitute fraudulent use:
1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the Service;
 2. Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's Tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's Services;
 3. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

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Santa Barbara, CA 93101

REGULATIONS, Continued**2.8 CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF THE NETWORK, Continued****2.8.1 Unauthorized Use of the Network, Continued**

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

2.8.2 Liability for Unauthorized Use

- A. Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for Services provided under this Tariff furnished to the Customer. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or CPE by, including, but not limited to the Customer's employees, third parties, or the public.
- B. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including, but not limited to, Service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary, or punitive charges.
- C. The Customer is responsible for payment of any charges related to the suspension of Service and any charges for reconnection of Service, incurred as a result of unauthorized use of the Network.

REGULATIONS, Continued**2.9 APPLICATION OF RATES**

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

2.9.1 Charges Based on Duration of Use

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

A. Originating Traffic

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

The measurement of originating call usage ends when the Customer's originating Feature Group D switch receives disconnect supervision from either the Company's Network, indicating the originating End User has disconnected, or the Customer's point of termination, whichever is recognized first by the Company's Network. For originating calls over Customer's Feature Group D Access Service, the measured minutes are chargeable access minutes.

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

REGULATIONS, Continued**2.9 APPLICATION OF RATES, Continued****2.9.1 Charges Based on Duration of Use, Continued****B. Terminating Traffic, Continued**

The measurement of terminating call usage over Customer's Feature Group D ends when the Customer's terminating Feature Group D switch receives disconnect supervision from either the Company's Network, indicating the terminating End User has answered, or the Customer's point of termination, whichever is recognized first by the switch. For terminating calls over Customer's Feature Group D Access Service, the measured minutes are chargeable access minutes. Where assumed minutes are used, the assumed minutes are the chargeable access minutes.

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

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

SERVICE DESCRIPTIONS**3.1 INTRASTATE SWITCHED EXCHANGE ACCESS SERVICES**

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

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

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

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

SERVICE DESCRIPTIONS, Continued**3.1 INTRASTATE SWITCHED EXCHANGE ACCESS SERVICES, Continued****3.1.1 Standard Rate Categories**

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

A. End Office Switching

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

SERVICE DESCRIPTIONS, Continued**3.1 INTRASTATE SWITCHED EXCHANGE ACCESS SERVICES, Continued****3.1.1 Standard Rate Categories, Continued****B. Switched Transport**

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

SERVICE DESCRIPTIONS, Continued**3.1 INTRASTATE SWITCHED EXCHANGE ACCESS SERVICES, Continued****3.1.2 Toll Free Database Access Service**

Toll Free Database Access Service is a service offering utilizing originating trunk side Switched Exchange Access Service. The Service provides for the forwarding of End User dialed Toll Free calls to a Company Service Switching Point which will initiate a query to the database to perform the switching. Toll Free Database Access Service is not available as an Incidental Service.

Toll Free Database Access Service is comprised of the following elements:

- A. Toll Free Database Call-Routing Query Charge/
Carrier Identification Charge

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

SERVICE DESCRIPTIONS, Continued**3.1 INTRASTATE SWITCHED EXCHANGE ACCESS SERVICES, Continued****3.1.2 Toll Free Database Access Service, Continued****B. POTS Translation Charge**

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

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

C. Toll Free Routing Options Charge

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

A Customer Identification and Delivery Function charge is assessed on a per-query basis, in addition to the Customer Identification Charge and the Translation Charge as set forth in Section 4.

SERVICE DESCRIPTIONS, Continued**3.2 VOICE OVER INTERNET PROTOCOL – PUBLIC SWITCHED TELEPHONE NETWORK (“VOIP – PSTN”) TRAFFIC**

- A. This section governs the identification and treatment of VoIP-PSTN Traffic that is required to be compensated at interstate access rates unless the parties have agreed otherwise in a written agreement. Specifically, this section establishes the method of separating such traffic (referred to in this Tariff as “Relevant VOIP-PSTN Traffic”) from a Customer’s traditional intrastate access Tariff, so that such Relevant VOIP-PSTN traffic can be billed in accordance with the FCC Order.

Company will bill and collect the full Access Reciprocal Compensation on traffic exchanged with Customers when such traffic originates and/or terminates in Internet Protocol format, as set forth in Section 51.913 of the Federal Communications Commission’s rules, 47 C.F.R. § 51.913, regardless of whether the Company itself delivers such traffic to the called party’s premises or delivers the call to the called party’s premises via contractual or other arrangements with an affiliated or unaffiliated provider of interconnected Voice over Internet Protocol service or a non-interconnected Voice over Internet Protocol service that does not itself seek to collect Access Reciprocal Compensation charges for this traffic.¹

Intrastate VoIP – PSTN traffic is subject to the Company’s applicable interstate switched access rate per minute, as set forth in its F.C.C. Tariff No. 2.

¹ See, *In the Matter of Connect America Fund A National Broadband Plan for Our Future Establishing Just and Reasonable Rates for Local Exchange Carriers High-Cost Universal Service Support Developing an Unified Intercarrier Compensation Regime Federal-State Joint Board on Universal Service Lifeline and Link-Up Universal Service Reform – Mobility Fund*, Report and Order and Further Notice of Proposed Rulemaking, Docket Nos. WC Docket No. 10-90, *et al.*, FCC 11-161, (Rel. November 18, 2011).

SERVICE DESCRIPTIONS, Continued**3.2 VOICE OVER INTERNET PROTOCOL – PUBLIC SWITCHED TELEPHONE NETWORK (“VOIP – PSTN”) TRAFFIC, Continued****B. Calculations and Application of Percent-VoIP-PSTN Usage**

Company will determine the number of Relevant VoIP-PSTN Traffic minutes of use (“MOU”) to which interstate rates will be applied under subsection 3.2.A, above, by applying a Percent VoIP Usage (“PVU”) factor to the total intrastate access MOU exchanged between a Company End User and the Customer. The PVU will be derived and applied as follows.

1. The Customer will calculate and furnish to Company a factor (the “PVU-A”) representing the percentage of the total terminating intrastate and interstate access MOU that the Customer exchanges with Company in the State, that (a) is sent to Company and that originated in IP format; or (b) is received from Company and terminated in IP format. This PVU-A shall be based on information such as the number of the Customer’s retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
2. Company will similarly calculate a factor (the “PVU-B”) representing the percentage of Company’s total terminating intrastate and interstate access MOU in the State that Company originates or terminates on its network in IP format. This PVU-B shall be based on information such as the number of Company’s retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

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Jeff Compton, President/CEO
114 E. Haley Street, Suite A
Santa Barbara, CA 93101

SERVICE DESCRIPTIONS, Continued**3.2 VOICE OVER INTERNET PROTOCOL - PUBLIC SWITCHED TELEPHONE NETWORK (VOIP-PTSN), Continued****B. Calculations and Application of Percent-VoIP-PSTN Usage, Continued**

3. Company will use the PVU-A and PVU-B factors to calculate a PVU factor that represents the percentage of total terminating intrastate and interstate access MOU exchanged between a Company End User and the Customer that is originated or terminated in IP format, whether at Company's end, at the Customer's end, or at both ends. The PVU factor will be calculated as the sum of: (A) the PVU-A factor and (B) the PVU-B factor times (1.0 minus the PVU-A factor).

4. Company will apply the PVU factor to the total terminating intrastate access MOU exchanged with the Customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.

Example 1: The PVU-B is 10% and the PVU-A is 40%. The PVU factor is equal to $40\% + (10\% \times 60\%) = 46\%$. Company will bill 46% of the Customer's terminating intrastate access MOU at its applicable tariffed interstate rates.

Example 2: The PVU-B is 10% and the PVU-A is 0%. The PVU factor is $0\% + (100\% \times 10\%) = 10\%$. Company will bill 10% of the Customer's terminating intrastate access MOU at Company's applicable tariffed interstate switched access rates.

Example 3: The PVU-A is 100%. No matter what the PVU-B factor is, the PVU is 100%. Company will bill 100% of the Customer's terminating intrastate access MOU at Company's applicable tariffed interstate switched access rates.

5. If the Customer does not furnish Company with a PVU factor, the Company will utilize a PVU-A factor of zero.

SERVICE DESCRIPTIONS, Continued**3.2 VOICE OVER INTERNET PROTOCOL – PUBLIC SWITCHED TELEPHONE NETWORK (“VOIP – PSTN”) TRAFFIC, Continued****C. Initial PVU-A Factor**

If the PVU-A factor is not available and/or cannot be implemented in Company’s billing systems within 30 days of the effective date of this Tariff, the Company will adjust the Customer’s initial PVU-A to zero.

D. PVU Factor Updates

The Customer may update the PVU-A factor quarterly. The Customer shall submit such update no later than the 15th day of January, April, July, and October of each year. Revised PVU factors must be based on the data for the prior three months ending the last day of December, March, June, and September respectively. The Company will use the revised PVU-A factor to calculate a revised PVU. The revised PVU will be used for future billing and will be effective on the bill date of each month and will be used for subsequent monthly billing until superseded by a new PVU factor. No prorating or back billing will be done based on the updated PVU factors.

E. PVU Factor Verification

Not more than twice in any year, Company may ask the Customer to verify the PVU-A factor furnished to Company and a Customer may ask Company to verify the PVU-B factor and the calculation of the PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-A and PVU-B factors.

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RATES**4.1 ACCESS SERVICES**Maximum

4.1.1 Switched Exchange Access

Originating, per access minute	\$0.06000
Terminating, per access minute	\$0.06000

4.1.2 Toll Free Database Access Service

Customer Identification Charge, per call	\$0.00700
800 to POTS Number Translation, per call	\$0.00730
Call Handling & Destination Feature Charge, per query	\$0.00140

4.2 MISCELLANEOUS SERVICES

4.2.1 Presubscription

Authorized PIC Change - Per Telephone Exchange Service Line or Trunk, manual only	\$5.00
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4.3 INDIVIDUAL CASE BASIS ARRANGEMENTS

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

EFFECTIVE RATE SCHEDULE**ACCESS SERVICES**

1. Switched Exchange Access
 - Originating, per access minute \$0.005425
 - Terminating, per access minute \$0.005279

2. Toll Free Database Access Service
 - Customer Identification Charge, per call \$0.003500
 - 800 to POTS Number Translation, per call \$0.003665
 - Call Handling & Destination Feature Charge, per query \$0.000694

MISCELLANEOUS SERVICES

- Presubscription

- Authorized PIC Change -
Per Telephone Exchange Service Line or Trunk, manual only \$5.00

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ATTACHMENT C

Proposed Publication Notice

**NOTICE OF APPLICATION FOR A CERTIFICATE OF CONVENIENCE AND
NECESSITY TO PROVIDE COMPETITIVE RESOLD AND FACILITIES BASED LOCAL
EXCHANGE, EXCHANGE ACCESS AND INTEREXCHANGE
TELECOMMUNICATIONS SERVICE BY TNCI OPERATING COMPANY LLC**

On [DATE], TNCI Operating Company LLC (“TNCI-OpCo” or “Applicant”) filed with the Arizona Corporation Commission (“Commission”) an application for a Certificate of Convenience and Necessity (“Certificate”) to provide competitive resold and facilities-based local exchange, exchange access, and interexchange telecommunications services in the State of Arizona. Applicant will be required by the Commission to provide this service under the rates and charges and terms and conditions established by the Commission.

A.R.S. § 40-282 provides that the Commission may act on an application for a Certificate to provide resold telecommunications services without a hearing, or with a hearing, if one is requested by any party. Applicant or any other party must request a hearing within twenty (20) days of the date of this notice, or the Commission will rule on the application without a hearing.

The applications, report of the Commission’s Utilities Division Staff, and any written exceptions to the Staff report prepared by the applicant are available for inspection during regular business hours at the offices of the Commission located at 1200 West Washington Street, Phoenix, Arizona 85007, and at Applicant’s office located at 114 E. Haley Street, Suite A, Santa Barbara, CA 93101.

Under appropriate circumstances, interested parties may intervene in the proceedings, and participate as a party. Intervention shall be in accordance with the A.A.C. R14-3-105, except that all motions to intervene must be filed on or within twenty (20) days of the date of this notice. You may have the right to intervene in the proceedings, or you may make a statement for the record. If you have any comments, mail them to:

The Arizona Corporation Commission
Attention Docket Control
RE: TNCI Operating Company LLC
Docket No. _____
1200 West Washington Street
Phoenix, Arizona 85007

All Comments should be received within twenty (20) days of the date of this notice.

If you have any questions about this application or have any objections to its approval, you may contact the Consumer Services Section of the Commission at 1200 West Washington Street, Phoenix, AZ 85007, or call (602) 542-4251 or (800) 222-7000.

The Commission does not discriminate on the basis of disability in admission to its public meetings. Persons with a disability may request reasonable accommodations such as a sign language

interpreter, as well as request this document in an alternative format, by contacting Shaylin Bernal, ADA Coordinator, phone number (602) 542-3931, or Email at SABernal@azcc.gov. Requests should be made as early as possible to allow time to arrange the accommodations.

ATTACHMENT E

Management Biographies

JEFF COMPTON

**PRESIDENT AND CEO, TNCI OPERATING COMPANY LLC
MEMBER, TNCI HOLDINGS LLC**

Mr. Compton is the President and Chief Executive Officer of TNCI Operating Company LLC (“TNCI-OpCo”) and a member of its parent company, TNCI Holdings LLC. He is also the President and Chief Executive Officer of Blue Casa Telephone, LLC (“BCT”), a land-line telephone company dedicated to serving the Hispanic market. As President and CEO of TNCI-OpCo and BCT, Mr. Compton manages all aspects of their telecommunications operations, including planning, marketing, sales, and day-to-day management. Mr. Compton has worked in the telecommunications industry for 18 years, and for the past 2 years has served as CEO/President of BCT, a CLEC offering residential and business telecommunication services. His areas of expertise include strategic planning, operation and administration of local exchange carriers, financing, program development, and general business management.

Mr. Compton began his telecommunications career as a Manager of Network Operations for FirstWorld Communications, a fiber over-builder in Anaheim California. Subsequently, Mr. Compton was one of the original 10 employees of Telscape Communications (“Telscape”), holding positions in network operations and provisioning and sales. Mr. Compton undertook regulatory responsibilities at Telscape between 2002 and 2009, ultimately as VP – Regulatory for Telscape. In that position, Mr. Compton was responsible for regulatory reporting, compliance, and communication with all regulatory agencies and Commissions. Following Telscape, Mr. Compton was an independent consultant for a number of CLECs helping them resolve regulatory compliance issues and industry disputes.

Most recently, Mr. Compton co-founded, and is currently the President and CEO of BCT, which purchased all of the assets of Blue Casa Communications, Inc. (“BCC”), a then failing telecommunications business. Mr. Compton successfully managed the transfer of customers from BCC to BCT with no disruption of service. This experience demonstrates his ability to successfully guide a company through the acquisition of assets and customers from a financially distressed company.

Mr. Compton has a Bachelor of Science degree in Business Management from the University of Phoenix.

HOWARD BRAND

MEMBER, TNCI HOLDINGS LLC

Over the past 30 years, Howard Brand has established himself as a successful and accomplished entrepreneur and executive, with a focus in manufacturing, production and operations. During this time period, Mr. Brand has been successful in the acquisition, management, repositioning and divestiture of many private companies.

Mr. Brand is the President of HNB Capital LLC, a Los Angeles-based investment banking firm, specializing in acquisitions and-debt based corporate finance. Mr. Brand is a director of Color Labs Enterprises, Chatsworth Data, IOG Products and Gameworks Entertainment. Mr. Brand provides management oversight through active participation on the Board of Directors/Managers. Mr. Brand helps management by, among other things, providing guidance in developing various corporate management tools (such as dashboards, SWOT analysis, metric reviews and budgeting).

Mr. Brand participated in the funding of Blue Casa Telephone, LLC in March, 2011 and is currently a Director of the company. Mr. Brand has assisted BCT with its financial reporting and procedures. With the new management team, Mr. Brand has stabilized its customer operations and made it profitable its acquired the assets of BCC.

Mr. Brand is a native of California and grew up in Los Angeles. He holds a BA in Economics from UCLA and an MBA from the University of West Los Angeles.

STEFANIE EDWARDS

Stefanie Edwards joined Blue Casa Telephone in 2005. She is currently Vice President of Operations at BCT and will have similar responsibilities at TNCI Operating Company LLC. Ms. Edwards is responsible for billing, finance and call center operations, risk management, regulatory and human resources. Her experience includes operations and processes reengineering, change management, quality assurance controls & standards, systems development & enhancements, performance management and leadership development.

Ms. Edwards hold a Bachelor of Arts in Psychology, from the University of California, Santa Barbara.

PETER A. HELMS

Mr. Helms is currently Director of Carrier Relations at Trans National Communications International, Inc. and will have similar responsibilities at TNCI Operating Company,

LLC upon completion of the Transaction. In his current role, Mr. Helms is responsible for product lifecycle for both on-net and resold services (collaborating with Network Engineering and Operations to roll out an on-net product offering – TNCInet), establishing and negotiating contracts with carriers and other vendors, and overseeing regulatory and corporate compliance with the FCC, PUCs, State and local authorities.

Mr. Helms began his telecommunication career in 1995 at Teleport Communications Group (“TCG”), one of the nation’s first Competitive Local Exchange Carriers (“CLEC”). During his tenure at TCG, Mr. Helms held roles in External Affairs (Public Affairs and Investor Relations), Marketing and Project Management. Six months after TCG was purchased by AT&T Corp., Mr. Helms began working for Network Plus in Product Management and Marketing where he lead the product definition process and successfully developed and established all resold and facility based pricing and product offerings. In 2002, Broadview Networks purchased Network Plus and retained him in the role of Director of Field Marketing where he continued to provide pricing, product and marketing support to all sales channels. In May of 2003, Mr. Helms was promoted to Director of Account Management where his team was responsible for 40% of the company’s billable customer base and met and exceeded churn targets and sales forecasts and ensured overall customer satisfaction.

Mr. Helms holds a Bachelor of Arts in English and Literature from Keene State University.

JOSHUA PLOUDE

Mr. Ploude has been Chief Technology Officer of Trans National Communications International, Inc. since 2008. He was responsible for planning and executing the deployment of a nationwide network for the company delivering business dialtone, dedicated internet access and MPLS VPN services. Mr. Ploude will have similar responsibilities at TNCI Operating Company LLC.

Mr. Ploude has been working in the telecommunications industry since 1999. In 2001 Ploude became the C.T.O. of PCS1, a California-wide facilities based CLEC. While at PCS1 Ploude was responsible for deploying legacy TDM and next-generation voice over IP network services across a 70 central office footprint in California. Ploude was also responsible for regulatory, provisioning, customer service and sales organizations during his time at PCS1. Following PCS1 Ploude founded and ran Ethos Communications Group, Inc. a consultancy focusing on technology and business development for communications service providers including CLECs, ISPs and triple-play service providers. Ethos also provided operational and OSS development services as well as network planning and deployments.

Mr. Ploude holds a B.S. in Political Science from U.C.L.A. and a M.S. in Telecommunications Management from Golden Gate University.