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Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007

Arizona Corporation Commission
DOCKETED
AUG 20 2014
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RE: Time Warner Cable Business LLC
Initial Tariff – Arizona C.C. Tariff No. 1
Docket No. T-20879A-13-0083 ; Decision No. 74587

Docket Control Center:

Enclosed for filing please find the original and thirteen (13) copies of the above-referenced tariff submitted on behalf of Time Warner Cable Business LLC ("Company"). This tariff, originally submitted with the Company's Application for a Certificate of Convenience and Necessity to Provide Facilities-Based Long Distance and Private Line Telecommunications Services, is filed pursuant to the Opinion and Order issued in Docket No. T-20879A-13-0083. The Company respectfully requests an effective date of September 19, 2014.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for that purpose. Any questions you may have regarding this filing should be directed to my attention at 407-740-3006 or via email to croesel@tminc.com. Thank you for your assistance in this matter.

Sincerely,

ORIGINAL

Carey Roesel
Consultant to Time Warner Cable Business LLC

cc: Vincent Paladini - TW Cable Business
file: TW Cable Business - Arizona
tms: AZi1401

Enclosure
CR/sp

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INTEREXCHANGE AND PRIVATE LINE TELECOMMUNICATIONS TARIFF

Time Warner Cable Business LLC

Schedule of Regulations, Services and Rates Applicable to
Interexchange Services

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of interexchange and private line services to business Customers only, provided by Time Warner Cable Business LLC with principal offices at 60 Columbus Circle, New York, NY 10023. This tariff is on file with the Arizona Corporation Commission and copies may be inspected during normal business hours.

INTEREXCHANGE AND PRIVATE LINE TELECOMMUNICATIONS TARIFF

CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION	
1	Original	*	26	Original	*
2	Original	*	27	Original	*
3	Original	*	28	Original	*
4	Original	*	29	Original	*
5	Original	*	30	Original	*
6	Original	*	31	Original	*
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8	Original	*	33	Original	*
9	Original	*	34	Original	*
10	Original	*	35	Original	*
11	Original	*	36	Original	*
12	Original	*	37	Original	*
13	Original	*	38	Original	*
14	Original	*	39	Original	*
15	Original	*	40	Original	*
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* - indicates those pages included with this filing

INTEREXCHANGE AND PRIVATE LINE TELECOMMUNICATIONS TARIFF

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TARIFF FORMAT

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

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each Page. These numbers are used to determine the most current Page version on file with the Commission. Because of various suspension periods, deferrals, etc., the most current Page number on file with the Commission is not always the tariff Page in effect.

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).

EXPLANATION OF SYMBOLS

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

(C) - Changed regulation.

(D) - Delete or discontinued.

(I) - Change Resulting in an increase to a Customer's bill.

(M) - Moved from another tariff location.

(N) - New

(R) - Change resulting in a reduction to a Customer's bill.

(T) - Change in text without change in rate or regulation

APPLICATION OF TARIFF

This tariff sets forth terms and conditions applicable to the furnishing of Services offered by the Company within the State of Arizona. Services are furnished for the use of business End Users in placing and receiving calls within the State of Arizona and will be provided where Company facilities are available.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

1.1 EXPLANATION OF ABBREVIATIONS AND ACRONYMS

IXC – Interexchange Carrier

ICO – Independent Company

ICE – Independent Company Exchange

LATA – Local Access and Transport Area

LEC – Local Exchange Company

MTS – Message Telecommunication Service

NPA – Numbering Plan Area

PIC – Primary Interexchange Carrier

TDD – Telephone Device for the Deaf

TRS – Telecommunications Relay Service

SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D.)

1.2 DEFINITION OF TERMS

Commission – Arizona Corporation Commission.

Company – Refers to Time Warner Cable Business LLC.

Completed – A call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other mechanical answering device.

Customer – The person, firm, corporation, or other entity which orders Service and is responsible for payment of charges due and compliance with the Company's tariff regulations. This term also includes a person who was a Customer of the Company within the past 30 days and who requests Service at the same or different location.

Customer-Provided Equipment (CPE) – Equipment provided by the Customer for use with the Company's Service. CPE can include a station set, facsimile machine, key system, PBX, or other information, communication or power system.

End User – Any Customer or other person or entity that is not a carrier, except that a carrier (other than a telephone company) shall be deemed to be an "End User" when such carrier uses the Company's Service for administrative purposes.

Message – A completed telephone call.

Nonrecurring Charge – A one-time charge made under certain conditions to recover all or a portion of the cost of installing facilities or providing Service.

Recurring Charge – The monthly charge to the Customer for Service, facilities and equipment, which continue for the agreed upon duration of the Service.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D.)

1.2 DEFINITION OF TERMS (CONT'D.)

Service – Any Service(s) provided by the Company under this tariff.

Termination of Service – Discontinuance of both incoming and outgoing Service.

User – A Customer, or any other person authorized by a Customer to use Service provided under this Tariff.

SECTION 2 – RULES AND REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.1 Regulatory Compliance

Company will comply with all applicable billing and termination rules of the Commission, as set forth by the Commission.

2.1.2 Application of Tariff

A. This tariff sets forth terms and conditions applicable to the furnishing of the Services defined herein offered by the Company within Arizona.

B. When Services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply only to that portion of the Services or facilities furnished by it.

C. When Services and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as part of the regulated or unregulated services offered by that company, the regulations of the Company apply only to the use of the Company's Service and facilities.

D. This Tariff applies only for the use of the Company's Services within state of Arizona.

E. The provision of Services defined herein are subject to the terms and conditions specified in this Tariff and may be revised, added to, or supplemented by superseding issues.

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.1 UNDERTAKING OF THE COMPANY (CONT'D.)

2.1.3 Shortage of Equipment or Facilities

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

B. The Company shall not be required to furnish, or continue to furnish, facilities or Service where the circumstances are such that the proposed use of the facilities or Service would tend to adversely affect the Company's plant, property or Service.

2.1.4 Terms and Conditions

A. Service may be provided on the basis of a minimum period of at least one month, 24 hours per day. All calculations of dates set forth in this Tariff shall be based on calendar days, unless otherwise specified herein. The Customer must pay the regular tariffed rate for the Service it subscribes to for the minimum period of service.

B. Customers may be required to execute written agreements and service orders which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Service, and the terms and conditions in this Tariff. Customers also will be required to execute any other documents reasonably requested by the Company.

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.1 UNDERTAKING OF THE COMPANY (CONT'D.)

2.1.4 Terms and Conditions (Cont'd.)

C. The Company reserves the right to refuse an application for Service made by a present or former Customer who is indebted to the Company for Service previously rendered until the debt is satisfied.

D. This Tariff shall be interpreted and governed by the laws of Arizona.

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.2 LIMITATIONS ON LIABILITY

2.2.1 Indemnification and Limits on Liability

A. Except where the Commission, for good cause shown, determines otherwise, the Customer and any authorized or joint users, jointly and severally, shall indemnify, defend and hold harmless the Company and the Company shall not be liable for any claims, loss, damage or expenses (including attorneys' fees and court costs) involving:

1. Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment or facilities for use in conjunction with the Service or facilities provided by the Company; or (c) common carriers, warehousemen or middle men;

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, storms, or other natural catastrophes; pole hits; explosions; 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, including rights-of-way and materials; and any law, order, regulation, direct, request, or other action of any governing authority or agency thereof;

3. Any unlawful or unauthorized use of the Company's facilities and Service or the use of the Company's facilities and/or Service in violation of this Tariff;

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

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.2 LIMITATIONS ON LIABILITY (CONT'D.)

2.2.1 Indemnification and Limits on Liability (Cont'd.)

A. (Cont'd.)

5. Any infringement, breach or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by End Users or other party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

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 this Section 2.2;

7. Defacement of or damage to Customer premises resulting from the furnishing of Service or equipment on such premises or the installation or removal thereof;

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.2 LIMITATIONS ON LIABILITY (CONT'D.)

2.2.1 Indemnification and Limits on Liability (Cont'd.)

A. (Cont'd.)

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;

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

11. Any act, omission or network condition resulting in the non-availability of 911, E911, or similar services for any reason including, without limitation and by way of example only, due to any failure of Service functionality or interruption of electric or network service to Customer's premises;

12. Any interruption of service, including the non-completion of End User calls due to network busy conditions or network failures;

13. Any communications, including End User calls, not actually attempted to be completed during any period that Service is unavailable;

14. Blockages by other providers of services on the public switched network;

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.2 LIMITATIONS ON LIABILITY (CONT'D.)

2.2.1 Indemnification and Limits on Liability (Cont'd.)

A. (Cont'd.)

15. Any damage to CPE resulting from use of that system with the Service; and

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

B. 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, insinuated, 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-provided equipment or facilities or Service provided by the Company.

C. The Company does not guarantee nor make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations.

D. The Company assumes no responsibility for the availability or performance of any systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.2 LIMITATIONS ON LIABILITY (CONT'D.)

2.2.1 Indemnification and Limits on Liability (Cont'd.)

E. 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) days after the date of the occurrence that gave rise to the claim.

F. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

G. When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees.

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.3 LIABILITY OF THE COMPANY

2.3.1 General

A. Except as otherwise stated in this Tariff, liability of the Company for damages arising out of either (1) the furnishing of its Service, including, but not limited to, mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Service, 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, following.

B. Except for the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7, following, 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, error, degradation or failure to provide any Service, including the partial or complete inability of Customer or End Users to access emergency 911 services during any such failure, or any failure in or breakdown of facilities associated with the Service.

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

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.4 SERVICE AVAILABILITY

2.4.1 Notification of Service-Affecting Activities

The Company shall use reasonable efforts to provide notice of planned Service-affecting activities that may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. With some emergency or unplanned Service-affecting conditions, such as an outage resulting from a loss of power or damage to facilities or equipment, notification to the Customer may not be possible.

2.4.2 Provision of Equipment and Facilities

A. The Company shall use reasonable efforts to make available Service to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.

B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.4 SERVICE AVAILABILITY

2.4.2 Provision of Equipment and Facilities (Cont'd.)

C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided to the Customer.

D. Equipment the Company provides or installs at the Customer's premises for use in connection with the Service the Company offers shall not be used for any purpose other than that for which the Company provided it.

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

F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer- or End User-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1. the transmission of signals by Customer-Provided Equipment or for the quality of, or defects in, such transmission; or

2. the reception of signals by Customer-Provided Equipment.

2.4.3 Ownership of Facilities

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

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.5 OBLIGATIONS OF THE CUSTOMER

2.5.1 General

A. The Customer shall be responsible for:

1. The payment of all applicable charges pursuant to this Tariff;

2. Damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User, or by the noncompliance by the Customer or any User with these regulations, or by fire or theft or other casualty on the Customer's or any User's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

3. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of lines, facilities and associated equipment used to provide Service to the Customer from the Customer's property line to the location of the equipment space described above. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service;

4. Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and

5. Making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.5 OBLIGATIONS OF THE CUSTOMER (CONT'D.)

2.5.2 Prohibited Activities and Uses

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

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

C. A Customer or 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 person or entity if the existing Customer has paid all charges owed to the Company for Service provided pursuant to this Tariff. Such a transfer will be treated as a disconnection of existing Service and installation of new Service.

2.5.3 Claims

Notwithstanding Section 2.2 and 2.3 herein, with respect to any Service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and court costs for:

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

B. Any claim of any nature whatsoever brought by an End User or third party with respect to any matter for which the Company would not be directly liable to the Customer under the terms of this Tariff.

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.6 CUSTOMER EQUIPMENT AND CHANNELS

2.6.1 General

A User may transmit or receive information or signals via the facilities of the Company. A User may transmit any form of signal that is compatible with the Company's equipment, but, except as otherwise specifically stated in this Tariff, the Company does not guarantee that its Service will be suitable for purposes other than those described herein.

2.6.2 Station Equipment

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

B. The Customer is responsible for ensuring that Customer-Provided Equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. All such Customer-Provided Equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

C. The Company is not responsible for malfunctions of Customer-Provided Equipment, including Customer-owned communications devices or for Service problems, including communications errors, interruptions and disconnections caused by the use of Customer-Provided Equipment.

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.6 CUSTOMER EQUIPMENT AND CHANNELS (CONT'D.)

2.6.3 Interconnection of Facilities

A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications Service and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

B. The Service may be connected to the services or facilities of other communications carriers only when agreed to by Company and in accordance with the terms and conditions of this Tariff and the tariff of the other communications carriers which are applicable to such connections.

C. Facilities furnished under this Tariff may be connected to Customer-Provided Equipment in only accordance with the provisions of this Tariff.

2.6.4 Inspections

If the protective requirements for Customer-Provided Equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action it deems necessary, including the suspension of Service, to protect its facilities, equipment and personnel from harm.

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.7 INTERRUPTIONS OF SERVICE

2.7.1 General

A. A Customer may request a credit to the Customer's account, if for reasons within the Company's reasonable control, there is a failure of Services which is not due to the negligence of the Customer, or to the failure of channels, wiring, equipment, facilities or power provided by the Customer. The credit may be prorated according to the period of such interruption or failure and will be provided on the next practicable bill for Customer's services.

B. No credit allowance will be made for:

1. Interruptions due to the negligence of, or noncompliance with the provisions of this Tariff by the Customer, User, or other common carrier providing service connected to the Service of the Company;

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

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

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

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.7 INTERRUPTIONS OF SERVICE (CONT'D.)

2.7.1 General (Cont'd.)

B. (Cont'd.)

5. Interruptions of Service during any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; and

6. Interruption of Service due to circumstances or causes beyond the control of the Company.

C. For the purposes of applying this provision, the word "interruption" shall mean the inability to transmit information or calls that are incoming, outgoing or both due to equipment malfunction or human errors. "Interruption" does not include temporary service difficulties such as circuits busy or other network capacity shortages. The interruption allowance shall not apply where Service is interrupted by the negligence or willful act of the Customer, Users or End Users or where the Company, pursuant to the terms of this Tariff, suspends or terminates Service because of nonpayment of bills due to the Company, unlawful or improper use of facilities or Service, or any other reason covered by this Tariff.

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.8 PAYMENT ARRANGEMENTS

2.8.1 Payment

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

2.8.2 Billing and Collection of Charges

A. Charges, taxes, fees and surcharges for facilities and service, other than usage charges, are billed monthly and may be billed advance.

B. All Customer bills are due and payable on or before the due date provided on the bill. If any portion of the amount due is not received by the Company by the due date, or if any portion of the payment is received in funds which are not immediately available, then a late payment penalty may be assessed by the Company and the Company may proceed with collection activities consistent with applicable law.

C. When a check which has been presented to the Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for the payment of a Returned Check Charge.

Returned Check Charge, per occurrence	$20.00

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.8 PAYMENT ARRANGEMENTS (CONT'D.)

2.8.3 Disputed Bills

A. If the Customer has a complaint, has a question about, or seeks to dispute charges on the bill, the Customer should contact the Company at the address, telephone number, or e-mail address provided on the bill.

B. Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Arizona Corporation Commission, Arizona Corporation Commission 1200 W. Washington Street, Phoenix, AZ 80557-2927.

2.8.4 Late Payment Charges

A. Customer bills are due on the due date specified on the bill. A Customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the Customer's next billing date, a 1.5% Late Payment Charge may be applied to all amounts previously billed under this Tariff, excluding one month's Service charge, but including arrears and unpaid late payment charges.

B. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.8 PAYMENT ARRANGEMENTS (CONT'D.)

2.8.5 Deposits

The Company does not collect deposits from Customers.

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.8 PAYMENT ARRANGEMENTS (CONT'D.)

2.8.6 Backbilling

The Company shall not charge Customers for previously unbilled Service or adjust upward a bill previously rendered when the period for the unbilled Service or billing adjustment is more than twenty-four (24) months prior to the mailing of the bill or the upward adjustment unless the conduct of the Customer caused or contributed to the failure of the Company to render timely accurate billing. Unless the Customer causes the late billing, the Company shall explain the reason for the late billing and shall advise the Customer that suspension/termination of Service is not permitted for charges billed in excess of six (6) months after the Service was provided. The Customer will be given the opportunity to pay the charges on a reasonable schedule pursuant to an installment plan to be agreed to with the Customer.

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.9 DISCONTINUANCE OF SERVICE

2.9.1 Suspension or Termination of Service for Nonpayment

A. The Company may suspend or terminate a Customer's service if a Customer fails to pay any billed amount by the date due, make a payment required under an agreed to payment arrangement, fails to pay or agree in writing to pay equipment or installation charges, advance payment or deposit.

B. Customers will be notified in writing of the Company's intention to discontinue Service and be allowed not less than seven (7) days written notice from the date the suspension/disconnection notice is deposited in the U.S. mail before suspending/disconnecting the service.

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.9 DISCONTINUANCE OF SERVICE (CONT'D.)

2.9.1 Suspension or Termination of Service for Nonpayment (Cont'd.)

C. Service shall only be suspended during the hours between 8:00 AM and 7:30 PM, Monday through Thursday and between the hours of 8:00 AM and 3:00 PM on Friday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 2nd.

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.9 DISCONTINUANCE OF SERVICE

2.9.2 Exceptions to Suspension and Termination for Nonpayment

Service shall not be suspended or terminated for:

A. Nonpayment for Service for which a bill has not been rendered;

B. Nonpayment for Service which has not been rendered;

C. Nonpayment of any billed charge which is in dispute during the period before a determination of the dispute is made by the Company in accordance with the Company's complaint handling procedures.

D. Service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.9 DISCONTINUANCE OF SERVICE (CONT'D.)

2.9.3 Termination for Cause Other than Nonpayment

The Company may terminate Service and sever the connection(s) from the Customer's premises under the following conditions:

A. In the event of prohibited, unlawful or improper use of the facilities or Service, or any other violation by the Customer of this Tariff or the rules and regulations governing the facilities and Service; or

B. If, in the judgment of the Company, any use of the facilities or Service by the Customer may adversely affect the Company's personnel, plant, property or Service. The Company shall have the right to take immediate action, including termination of the Service and severing of the connection, without notice to the Customer when injury or damage to personnel, plant, property or Service is occurring, or is likely to occur; or

C. In the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or Service received from the Company; or

D. Company will make a reasonable effort to notify the Customer before such termination and will allow the Customer an appropriate opportunity to respond to such notice.

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.9 DISCONTINUANCE OF SERVICE (CONT'D.)

2.9.4 Prohibited, Unlawful or Improper Use of Facilities or Service

Prohibited, unlawful or improper us of the facilities or Service includes, but is not limited to:

A. The use of facilities or Service of the Company without payment of Tariff charges;

B. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;

C. The use of profane or obscene language;

D. The use of the Service in a manner such that it interferes with the Service of other Customers or prevents them from making or receiving calls;

E. The use of a mechanical dialing device or recorded announcement equipment to seize a Customer's line, thereby interfering with the Customer's use of the Service; or

F. Permitting fraudulent use.

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.9 DISCONTINUANCE OF SERVICE (CONT'D.)

2.9.5 Abandonment or Unauthorized Use of Facilities

A. If Company determines that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate the Service.

B. Company may suspend or terminate service for abandonment or unauthorized use if the Company makes a reasonable attempt to determine occupancy or authorized use, or the Customer takes reasonable steps to prevent unauthorized use. A notice will be sent to the Customer five (5) days before such suspension or termination. The notification requirement is waived when previous mailings were returned by the Post Office or the Company is advised that a new occupant has moved into the location.

C. In the event that Service is terminated for abandonment of facilities or unauthorized use and Service is subsequently restored to the same Customer at the same location:

1. No charge shall apply for the period during which Service has been terminated; and

2. Reconnection charges will apply when Service is restored. However, no charge shall be made for reconnection if the Service was terminated due to an error on the part of the Company.

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.9 DISCONTINUANCE OF SERVICE (CONT'D.)

2.9.6 Change in Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary facilities and equipment, or (b) to secure and retain suitable space for its plant and facilities in the building where Service is provided to the Customer may require termination of a Customer's Service until such time as new arrangements can be made. Under such circumstances, no charges will be assessed the Customer while Service is terminated, and no connection charges will apply when Service is restored.

2.9.7 Emergency Termination of Service

The Company will immediately terminate the Service of any Customer, on request, when the Customer has reasonable belief that the Service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.10 TAXES AND OTHER CHARGES

The Customer may be responsible for payment of any Federal, Arizona or local sales, use, gross receipts, access or other taxes, charges, surcharges (however designated), franchise and permit fees, and all taxes, fees, and other exactions imposed on the Company or its Service by governmental jurisdictions, other than taxes imposed generally on the Company's net income.

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.11 USE OF CUSTOMER'S SERVICE BY OTHERS

2.11.1 Customers and Authorized Users

Services provided hereunder are provided solely for the use of the Customer and End Users authorized by the Customer. Customers may not resell such Service to a third party for any form of compensation.

2.11.2 Relocation, Transfers and Assignments

A. Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the Service and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company. Transfer of all or a portion of a Customer's account, the Service or the Company's equipment by the Customer to any other person or entity, or to a new residence or other location, is prohibited.

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.12 CANCELLATION OF SERVICE

If the Customer has subscribed to Service under a term agreement and cancels a service order or terminates Service before the completion of the term for any reason whatsoever other than a Service interruption (as defined in Section 2.7), the Customer agrees to pay to the Company:

2.12.1 All nonrecurring charges as specified in this Tariff; plus

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

2.12.3 All recurring charges specified in this Tariff for the balance of the then-current term.

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.13 NOTICES AND COMMUNICATIONS

All notices or other communications required to be given pursuant to this Tariff will be delivered via e-mail and/or first-class mail. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.14 SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS

2.14.1 Special Construction and Non-Routine Maintenance

A. Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction, special arrangements and non-routine maintenance may be undertaken on a reasonable-efforts basis at the request of the Customer. Such special construction, special arrangements and non-routine maintenance may be performed outside the Company's regular business hours or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. Special arrangements include any service or facility relating to a regulated service not otherwise specified under this Tariff, or for the provision of Service on an expedited basis or in some other manner different from the normal tariff conditions. In such cases, charges based on the cost of labor, material and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customers' request, extends beyond regular business hours into time periods including, but not limited to weekends, holidays and/or nights, additional charges may apply.

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.14 SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS (CONT'D.)

2.14.2 Where the Company furnishes a facility or Service for which a rate or charge is not specified in this Tariff, charges will be based on the costs incurred by the Company and may include:

- Nonrecurring charges;
- Recurring charges;
- Termination liabilities; or
- Combinations thereof.

The agreement for special construction will ordinarily include a minimum Service commitment based upon the estimated service of the facilities provided.

2.14.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

2.15 INDIVIDUAL CASE BASIS ARRANGEMENTS

Rates for Individual Case Basis (ICB) arrangements may be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer for services which vary from tariffed arrangements. Rates quoted in response to such requests may be different than those specified for such service in this Tariff. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers.

SECTION 3 – SERVICE DESCRIPTIONS AND RATES

3.1 HIGH CAPACITY TRANSMISSION SERVICES

High Capacity Transmission Services provides a point-to-point, point-to-multipoint and multipoint-to-multipoint dedicated connection between one or more customer-designated locations and/or the Company. The service may utilize Ethernet interfaces, optical fiber and/or coaxial cable facilities, is scalable from 1 Mbps to 10 Gbps and will be designed and provisioned on an Individual Case Basis (ICB) pursuant to contracts with Customers. All requesting Customers shall have non-discriminatory access to ICB Services and facilities at nondiscriminatory rates, terms and conditions.

Service is offered at the standard rates listed below and on an ICB basis.

Bandwidth	1 Year
5 Mbps	$910
10 Mbps	$1,420
20 Mbps	$1,950
1 Gbps	$15,893

3.2 INTEREXCHANGE SERVICES

Company offers no usage-based or distance-based interexchange services. Interexchange services are capacity-based and are provided in connection with high capacity transmission services.

3.3 SERVICE CONNECTION AND RELATED CHARGES

Nonrecurring charges may apply to Customer requests for connecting, moving, or changing Service. These charges will be determined on an Individual Case Basis (ICB) and will apply in addition to any other scheduled rates and charges that otherwise apply under this Tariff.

3.3.1 Charges for the connection, move, or change of Service may apply for work being performed during the Company's normal business hours. If the Customer requests that overtime labor be performed at a premises on the day or days of the week other than normal work hours or on holidays, or interrupts work once it has begun, an additional charge may apply based on the additional costs involved.

3.3.2 Changes in location of the Customer's Service from one premises to another may be treated as new Service connections with the appropriate Service Charges applying.

SECTION 3 – SERVICE DESCRIPTIONS AND RATES (CONT'D.)

3.4 PROMOTIONAL OFFERINGS

The Company may from time to time elect to offer temporary promotional programs.

3.5 EMPLOYEE RATES

The Company may offer special rates or rate packages to its employees or employees of its affiliates.