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DOCKET CONTROL

May 4, 2015

Via UPS Overnight Delivery

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

RE: ANPI Business, LLC Compliance Tariff for Decision No. 75027, Docket No. T-03924A-13-0007

Dear Commission:

Pursuant to the Arizona Corporation Commission's Order in Docket No. T-03924A-13-0007, enclosed, please find an original and thirteen (13) copies of ANPI Business' Arizona Tariff A.C.C. No. 3. ANPI Business has requested an effective date of June 5, 2015 for the tariff. Please also let this serve as notice to the Commission that ANPI Business intends to begin providing service to end-user customers on June 5, 2015. Accordingly, ANPI Business will begin paying into AUSF at that time.

Please acknowledge receipt of this filing by file-stamping the duplicate cover letter, and returning it in the self-addressed stamped envelope included for this purpose.

Should there be any questions or additional information required, please contact me at (405) 755-8177 ext. 103, or at mdean@telecompliance.net.

Arizona Corporation Commission
DOCKETED
MAY 07 2015

DOCKETED BY	RC

Sincerely,

Matt Dean

Matt Dean
Regulatory Agent

Enclosures

RULES AND REGULATIONS
RATES AND CHARGES
APPLICABLE TO END USERS

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

AS PROVIDED BY

ANPI Business, LLC

WITHIN THE STATE OF ARIZONA

Docket No. T-03924A-13-0007

Decision No. 75027

Issued By:
Joseph O'Hara, Chief Financial Officer
ANPI Business, LLC
7460 Warren Parkway, Suite 218, Frisco, TX 75034

CHECK LIST

The Sheets of this tariff are effective as of the date shown at the bottom of each respective page(s). 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.

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EXPLANATION OF SYMBOLS

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

C	-	Change in text due to changed regulation, term or condition that does not affect rates.
D	-	Deleted material or discontinued service.
I	-	Signifies a change resulting in a rate increase.
M	-	Material moved from or to another part of the utility's tariff; a footnote indicating where the material was moved from and where the material was moved to shall accompany all "M" classified changes.
N	-	New material, which can include new product, service, rate, term or condition(s).
R	-	To signify a change resulting in a rate reduction.
T	-	Change in text, but no change in rate(s), terms or conditions.

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the local exchange telecommunications services provided by ANPI Business, LLC, to customers within the state of Arizona.

SECTION 1.0 - DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

Access Line - An arrangement which connects the Customer's location to a carrier's switching center or point of presence.

Account Codes - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

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

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Business - A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

Cloud – a phone system that delivers calls over the internet, routes inbound calls to the correct workers inside a company, and provide telephony applications like voicemail and call recording.

Commission - Arizona Corporation Commission.

Company or Carrier – ANPI Business, LLC

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

SECTION 1.0 - DEFINITIONS (CONT'D)

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

Dial Pulse (or "DP") - The pulse type employed by rotary dial station sets.

Dual Tone Multi-Frequency (or "DTMF") - The pulse type employed by tone dial station sets.

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company 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 for by another Customer.

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 ("LERG").

Hearing Impaired - Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

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

In-Only - A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Internet Protocol Private Branch Exchange (iPBX) - A private local telephone system that uses Internet protocol (IP) to provide telephone service within a building or group of buildings in a small geographic area.

SECTION 1.0 - DEFINITIONS (CONT'D)

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.

LEC - Local Exchange Company

Minimum Point of Presence ("MPOP") - The main telephone closet in the Customer's building.

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

Multi-Frequency or ("Mr) - An inter-machine pulse type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Non-Recurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

Other Telephone Company - An Exchange Telephone Company, other than the Company.

PBX - Private Branch Exchange - means a telephone system within an enterprise that switches call between enterprise users on local lines while allowing all users to share a certain number of external phone lines.

Premises - A building or buildings on contiguous property.

Record Order Charge - applied to existing Business Local Service Customers who initiated a change to their billing records, including but not limited to a suspension of services, change in name of billing party, or an addition or change of calling card or intraLATA calling plan services. A Service Order Charge is not charged with a Record Order Charge.

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

SECTION 1.0 - DEFINITIONS (CONT'D)

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order and this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

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

Session Initiation Protocol (SIP) - the use of voice over IP (VoIP) to facilitate the connection of a private branch exchange (PBX) to the Internet.

Telecommunications Company or Provider - Used throughout this tariff to mean ANPI Business, LLC unless clearly indicated otherwise by the text.

Two Way - A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage Based Charges - Charges for minutes or messages traversing over local exchange facilities.

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provider under this tariff.

Voice over Internet Protocol (VoIP) – means facilities used to manage the delivery of voice information over the Internet.

SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of Arizona, and terminating within a local calling area as defined herein.

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

2.1.2 Shortage of Equipment or Facilities

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

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

SECTION 2.0 - RULES AND REGULATIONS (CONTD.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Terms and Conditions

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

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

(C) Except as otherwise stated in the tariff, 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 proper notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

(D) Service may be terminated upon written notice to the Customer if:

(1) the Customer is using the service in violation of this tariff; or

(2) the Customer is using the service in violation of the law.

(E) IP Voice service requires a high speed broadband connection which the Company can but does not always provide. Events beyond the Company's control may affect Service, such as power outages, fluctuations in the Internet, underlying Internet Service Provider (ISP) or broadband service, or maintenance. ANPI Business, LLC will act in good faith to minimize disruptions to use of and access to Service.

SECTION 2.0 - RULES AND REGULATIONS (CONTD.)

A. (F) IP Voice Service is dependent upon electrical power and, even with a Customer premises back up power source, if the electrical provider and/or Company's cable network or facilities are not operating, the IP Voice Service, including the ability to access emergency 911 services, may not be available. The Company accepts no responsibility for Service outages due to the non-availability at the Customer's premises of electrical power.

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

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Terms and Conditions (Cont'd.)

(F) Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

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

The Company hereby reserves its rights to establish optional service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

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, representations, 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. The customer must be offered a refund check as a choice for over-billing, not just a credit to the bill, if the amount of the over-billing is greater than 2 months local service charges and the refund must be mailed within 30 days of the request.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

(D) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:

(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, except as contracted by the Company;

(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 commotion; 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 material transmitted by means of Company-provided facilities or services; or by means of the combination of company-provided facilities or services;

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

SECTION 2.0 - RULES AND REGULATIONS (CONTD.)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (Cont'd)

(D) (Cont'd)

(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 paragraph (A) of this Subsection 2.1.4.

(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 non-completion of calls due to network busy conditions;

(10) Any calls not actually attempted to be completed during any period that service is unavailable;

(11) And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

SECTION 2.0 - RULES AND REGULATIONS (CONTD.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

(E) The Company does not guarantee nor make any warranty with respect to installations provided for use in an explosive atmosphere.

(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) Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

2.1.5 Notification of Service-Affecting Activities

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

SECTION 2.0 - RULES AND REGULATIONS (CONTD.)

2.1 Undertaking of the Company (Cont'd.)

2.1.6 Provision of Equipment and Facilities

(A) 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.

(B) 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 by the Customer.

(C) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.

(D) Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with the service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

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

(1) the through 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; or

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

SECTION 2.0 - RULES AND REGULATIONS (CONTD.)

2.1 Undertaking of the Company (Cont'd.)

2.1.7 Non-Routine Installation

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

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction or facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

(A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;

(B) of a type other than that which the Company would normally utilize in the furnishing of its services;

(C) over a route other than that which the Company would normally utilize in the furnishing of its services;

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.8 Special Construction (Cont'd.)

(D) in a quantity greater than that which the company would normally construct;

(E) on an expedited basis;

(F) on a temporary basis until permanent facilities are available;

(G) involving abnormal costs; or

(H) in advance of its normal construction.

2.1.9 Ownership of Facilities

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

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.2 Prohibited Uses

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

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

2.2.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

2.2.4 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 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.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General - The Customer shall be responsible for:

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

(B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

(C) providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

(D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

SECTION 2.0 - RULES AND REGULATIONS (CONTD.)

2.3 Obligations of the Customer (Cont'd.)

2.3.1 General (Cont'd.)

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

(F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in an Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

(G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and

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

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

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, invites, 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, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

(A) Terminal equipment of 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 MPOP.

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

SECTION 2.0 - RULES AND REGULATIONS (CONTD.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.3 Interconnection of Facilities

Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company.

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

Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.4 Inspections

(A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

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

(C) If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

SECTION 2.0 - RULES AND REGULATIONS (CONTD.)

2.5 Customer Deposits and Advance Payments

2.5.1 Deposits

Company shall determine credit worthiness in an equitable and nondiscriminatory manner. The decision to require a deposit shall be based solely on the customer's or applicant's credit history and shall not be based upon location, income level, source of income, occupation, race, creed, sex, national origin, marital status, or number of dependents. The Company shall use the following criteria to determine whether to require a deposit, a guarantee, or other payment as a condition of new or continued service:

(A) Company may require existing business customers to make deposits if their payment records show substantial nonpayment for jurisdictional services provided by the Company in any two of the last six months, or three of the last twelve months. A deposit may be required even if such customers have paid a part of the amount owed before the date of service disconnect for nonpayment. The Company must give the customer written notice of the amount of the deposit that is required. The written notice shall inform the customer that the deposit payment must be received in 15 calendar days.

(B) Company may require an existing business customer to make a deposit if the Company has reason to believe the customer's credit worthiness is in jeopardy. Company shall keep on file the information or reason for this credit judgment and make the information available to the customer upon request. Unless the Company can reasonably demonstrate that the commercial enterprise is likely to cease operation, information which would lead the Company to change its judgment of the customer's credit worthiness shall be limited to bad debt records or tax liens.

(C) Existing customers may be required by the Company to pay a deposit in full before service is restored whenever the denied service has been disconnected for non-payment of outstanding charges.

(D) The company will offer at least one non-cash alternative for payment of a deposit.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.5 Customer Deposits and Advance Payments (Cont'd.)

2.5.2 Deposits - Conditions for No Deposit

(A) A deposit is not required if the applicant or customer furnishes, to the Company's satisfaction, a third-party guarantor to secure payment of the customer's bills for jurisdictional services provided by the Company. The guarantee must be in writing. The amount of the guarantee cannot exceed the maximum amount of the deposit which would otherwise have been required. The guarantee shall remain in effect until terminated in writing by the guarantor, or until the customer has achieved a satisfactory payment record for jurisdictional services for 12 consecutive months. Company shall terminate the guarantee five working days after receiving the written notice from the guarantor or five working days after the 12 months satisfactory payment record ends.

(B) A deposit is not required if the applicant has been a customer of the Company for a similar type of service within a preceding 12 consecutive month period, and applicant's credit was satisfactory and is not otherwise impaired.

SECTION 2.0 - RULES AND REGULATIONS (CONTD.)

2.5 Customer Deposits and Advance Payments (Cont'd.)

2.5.3 Amount of Deposits

The amount of the deposit which may be required of a of a customer or applicant for the purpose of establishing credit shall not exceed an amount equal to the charges for 90 days' basic local exchange service and any associated taxes and surcharges.

Any applicant or existing customer who is required by the Company to pay a deposit for jurisdictional services may elect to pay the deposit in full, prior to receiving service, or enter into a written installment agreement for payment of the deposit.

Company shall pay interest on all customer deposits. .

Company shall keep a record of each deposit until the deposit is returned. The record shall show the following:

(a) The name of each customer making a deposit;
(b) The premises occupied by the customer when making the deposit and each successive premises occupied while the deposit is retained by the Company;
(c) The amount and date of making the deposit; and
(d) A record of each transaction, such as the payment of interest, interest credited, etc., concerning the deposit.

SECTION 2.0 - RULES AND REGULATIONS (CONTD.)

2.5 Customer Deposits and Advance Payments (Contd.)

2.5.4 Refund of Deposits

Upon discontinuance of service, or when a customer establishes credit by other means, the Company shall promptly refund any deposit, plus accrued simple interest, or the balance, if any, in excess of the unpaid bills for the jurisdictional services furnished by the Company. A transfer of service from one location to another within the area served by the Company shall not be deemed a discontinuance of service with the Company if the character of the service remains unchanged.

When a deposit, with any associated interest, is applied to the liquidation of unpaid amounts owed to the Company, the Company will mail, or otherwise deliver to the customer, a statement showing the amount of the original deposit, plus any accrued interest, the amount of unpaid amounts owed to the Company liquidated by the deposit, plus any interest and the balance remaining due either to the customer or the Company.

Unless the Company has obtained sufficient factual information to determine that a customer is an unsatisfactory credit risk, the Company will promptly refund a customer's deposit, plus 6%, upon satisfactory payment of all proper charges for 12 consecutive months.

The Company will annually review accounts of customers with deposits and will refund deposits. At the option of the Company, a deposit plus accrued interest may be refunded in whole or in part at any time earlier than the times prescribed the previous paragraph.

In any event, if there is a balance due the customer after service is discontinued and a final bill is rendered by the Company, that balance shall then be due and payable within 10 working days to the customer without demand or notice from the customer. When a refund of the deposit cannot be made on the first attempt, the Company will make a reasonable effort to make the refund.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.5 Customer Deposits and Advance Payments (Cont'd.)

2.5.4 Refund of Deposits (Cont'd.)

Upon customer request when a deposit is refunded, the Company will render to the depositor a statement showing the amount of the deposit, the period the deposit was held, and the amount of interest refunded.

2.6 Payment Arrangements

2.6.1 Payment for Services

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

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers located in the affected jurisdictions.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

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.

(A) A Customer's bill is past due if not paid within 30 days of the due date which must be at least 15 days after the billing date.

(B) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within at least 15 days after the date of the bill issuance.

(C) When service does not begin on the first day of the billing period, or end of the last day of the billing period, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

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

SECTION 2.0 - RULES AND REGULATIONS (CONTD.)

2.6 Payment Arrangements (Cont'd.)

2.6.2 Billing and Collection of Charges (Cont'd.)

(E) If any portion of the payment is not received by the Company within 30 days of the due date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% for business accounts per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.

SECTION 2.0 - RULES AND REGULATIONS (CONTD.)

2.6 Payment Arrangements (Cont'd.)

2.6.2 Billing and Collection of Charges (Cont'd.)

(G) The Customer should notify the Company of any disputed items on an invoice within ninety (90) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules and procedure. The address and phone number of the Commission and the Company is as follows:

Arizona Corporation Commission
Utilities Division
1200 W. Washington St.
Phoenix, AZ 850073
(602) 542-4251
(888) 222-7000 (within Arizona only)

(H) If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in Section 3.3.

(I) If a customer pays or is willing to pay all current charges and enters into a payment arrangement, service cannot be disconnected.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.6 Payment Arrangements (Cont'd.)

2.6.3 Discontinuance of Service for Cause

The Company may discontinue service for the following reasons will be provided fifteen (15) days written notice prior to discontinuance unless otherwise indicated. Notice will be provided via First Class U.S. Mail.

The Company may discontinue or suspend service without incurring any liability for the following reasons:

(A) Upon nonpayment of any jurisdictional amounts owing to the Company. The company may be temporarily suspend for permanently discontinue service and may sever the connection and remove any of its equipment from the customer's premises after at least 15 days written notification.

(B) Violation or non-compliance with the Commission's Rules and Regulations governing application for and supply of services by providers.

(C) Violation of any rule of the LEC or toll service provider on file with and approved by the Commission which may adversely affect the safety of the customer or other persons or the integrity of the provider's service.

(D) Failure to comply with municipal ordinances or other laws pertaining to telecommunications service which may adversely affect the safety of the customer or other persons or the integrity of the provider's service.

(E) Failure of the customer to permit the LEC or toll service provider reasonable access to its facilities or equipment.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.6 Payment Arrangements (Cont'd.)

2.6.3 Discontinuance of Service for Cause (Cont'd.)

(G) The Company may discontinue service without notice:

(1) If a condition immediately dangerous or hazardous to life, physical safety, or property exists; or

(2) Upon order by any court, the Commission, or any other duly authorized public authority; or

(3) If service was obtained fraudulently or without the authorization of the provider or is being used for, or suspected of being used for, fraudulent purposes.

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall notify the Company of their desire to terminate service. If special construction is involved, the required notice shall be written.

SECTION 2.0 - RULES AND REGULATIONS (CONTD.)

2.6 Payment Arrangements (Cont'd.)

2.6.5 Cancellation of Application for Service

(A) When the customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

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

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

(D) The special charges described in 2.6.5 will be calculated and applied on a case-by-case basis.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.6 Payment Arrangements (Cont'd.)

2.6.6 Changes in Services 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.

2.6.7 Return Check Charge

A service charge of $20.00 will be assessed for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

2.7 Allowances for Interruptions in Service

2.7.1 General

(A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. 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 the Company under this tariff.

(B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative or when discovered by the company, whichever occurs first. An interruption period ends when the service, facility or circuit is operative.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.7 Allowances for Interruptions in Service (Cont'd.)

2.7.1 General (Cont'd.)

(C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

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

2.7.2 Limitations of Allowances

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

(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;

(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 reasonable 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 purpose of investigating and connecting interruptions;

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.7 Allowances for Interruptions in Service (Cont'd.)

2.7.2 Limitations of Allowances (Cont'd.)

(E) A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the service;

(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) That occurs or continues 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) days of the date that service was affected.

2.7.3 Use of Another Means of Communications

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

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.7 Allowances for Interruption in Service (Cont'd.)

2.7.4 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 month, beginning on the date that billing becomes effective, shall 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. Only those facilities on the interrupted portion of the circuit will receive a credit.

(B) For calculating credit allowances, every month is considered to have thirty (30) days.

(C) In the event the customer's jurisdictional service from a Company is interrupted and remains out of order for 8 or more hours during a continuous 24 hour period after being reported by the customer, or found to be out of order by the Company, (whichever occurs first) appropriate adjustments shall be automatically made by the Company to the customer's bill.

The adjustment will be, at a minimum, a credit on the monthly bill for jurisdictional Company services proportional to the duration of the service interruption, with each occurrence of the loss of service for 8 hours during the 24 hours time period counting as one day. For the purpose of administering this rule, every month is considered to have 30 days.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.7 Allowances for Interruption in Service (Cont'd.)

2.7.4 Application of Credits for Interruptions in Service (Cont'd.)

(D) Company will not be required to provide an adjustment for the loss of service during time periods due to the following conditions:

(a) the negligence or willful act of the customer; or

(b) a malfunction of facilities other than those under the control of the LEC; or

(c) natural disasters or other events affecting large numbers of customers such as described in Rule 16.1.4; or

(d) the inability of the LEC to gain access to the customer's premises when required.

(E) In the event the Company misses a service call (i.e., an appointment for a premise visit associated with installation of new service) by more than four hours, the Company shall make a credit to the monthly bill of the customer in the amount of one-third the tariffed rate that was to be charged. This credit shall also apply when the Company misses scheduled installation work to be done in the central office.

SECTION 2.0 - RULES AND REGULATIONS (CONTD.)

2.7 Allowances for Interruption in Service (Cont'd.)

2.7.5 Limitations on Allowances

No credit allowance will be made for:

(A) interruptions due to the negligence of or noncompliance with the provisions of this tariff by the Customer, authorized user or joint user;

(B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;

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

(D) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

(E) 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;

(F) interruption of service due to circumstances or causes beyond the reasonable control of Company; and

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

SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.8 Cancellation of Service/Termination Liability

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

(A) all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;

(B) early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;

(C) all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the *Wall Street Journal* on the third business day following the date of cancellation;

(D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

2.9 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) 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.

SECTION 2.0 - RULES AND REGULATIONS (CONTD.)

2.10 Notices and Communications

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

2.10.3 The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.10.4 Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first

2.10.5 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

SECTION 3.0 - SERVICE CHARGES

3.1 Service Order and Record Order Charges

Non-recurring charges apply to processing Service Orders for new service, for changes in service. Move or change existing service and equipment or add new or additional service and equipment other than access lines. This includes adding/changing/deleting features, custom calling features, ancillary features, Toll-Call Restriction, 900/700 blocking and telephone number change per order.

Line Connection Charge	
Each Line	$54.00
Feature Change Charge	
Each Line	No Charge

SECTION 3.0 - SERVICE CHARGES (CONT'D.)

3.2 Network Premises Work Charge

Network Premises Work Charge apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Network Premises Work Charge will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Network Premises Work Charge is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Network Premises Work vary by time per Customer request.

3.3 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS

4.1 General

4.1.1 Services Offered

The following Services are available to business Customers:

Service Standard Business
Line Service PBX Trunk Service
VoIP PBX Service (iPBX)
Direct Inward Dial (DID) Service
Optional Calling Features
Listing Services
(including Non Published and Non Listed Services)
Miscellaneous Services

4.1.2 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. Charges for local calling services may be assessed on a measured rate or per call basis and are additional to monthly recurring charges shown for Business lines, PBX Trunks, VoIP PBX Service, DID Trunks and Digital/1.61 service.

SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D)

4.1 General (Continued)

4.1.3 Emergency Services Calling Plan

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

Message toll telephone calls, to governmental emergency service agencies as set forth in (A) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (B) following are offered at no charge to Customers:

Governmental fire fighting, Arizona State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.

An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D)

4.2 Standard Business Line

The Standard Business Line provides a Customer with unlimited local calling, which can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy (see Section 9.2 for rates).

4.3 PBX Trunk Service

Basic PBX Trunk Service provides a Customer which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic PBX Trunk is provided with touch-tone signaling and may be configured into a hunt group at no additional charge with other Company-provided Basic PBX Trunks. The signal is an analog signal at the DSO level.

4.4 Direct Inward Dialing (DID) Service

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enables DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D)

4.5 Optional Calling Features

The features listed in Section 5.11.1 are offered by the Company to Business Customers only. Refer to Rates in Section 5 of this tariff for specific features offered with each type of local exchange service.

4.5.1 Features Descriptions

(A) Abbreviated Access - One Digit & Two Digits (Shared List): Allows a customer to place a call to a predetermined telephone number by dialing an abbreviated code. Two arrangements are available, namely, Abbreviated Access, one-digit or Abbreviated Access, two-digit. The customer shares a speed call list with their Abbreviated Access provider and the provider controls the speed call list and informs clients of the digit(s) to dial to reach the predetermined telephone number.

(B) Call Forwarding - Busy Line (Expanded): Allows a customer to have incoming calls forwarded to another predetermined number in a different central office switch if the called number is busy.

(C) Call Forwarding - Busy Line (Overflow): Allows a customer to have incoming calls forwarded to another predetermined number within the same central office switch if the called number is busy.

(D) Call Forwarding - Busy Line (Programmable): Allows a customer to have incoming calls_forwarded to another number when the called number is busy. The customer can activate and deactivate the forwarding feature by dialing a code as well as establish or change the number to which calls will be forwarded.

(E) Call Forwarding - Busy Line/Don't Answer (Expanded): Allows a customer to have incoming calls forwarded to another predetermined number in a different central office switch if the called number is busy or if the customer does not answer after a preset number of ringing cycles.

SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D)

4.5 Optional Calling Features (Cont'd.)

4.5.1 Features Descriptions (Cont'd.)

(F) Call Forwarding - Busy Line/Don't Answer (External): Allows a customer to have incoming calls forwarded to another predetermined number outside the customer's system but within the same central office switch if the called number is busy or to any number within the same central office switch if the called number does not answer (where available).

(G) 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.

(H) Call Forwarding Don't Answer (Expanded): Allows a customer to have incoming calls forwarded to another predetermined number in a different central office switch if the customer does not answer after a preset number of ringing cycles.

(I) Call Forwarding Don't Answer (Programmable): Allows a customer to have incoming calls forwarded to another number if the customer does not answer after a preset number of ringing cycles. The customer can activate and deactivate the forwarding feature by dialing a code as well as establish or change the number to which calls will be forwarded.

(J) Call Forwarding Variable: Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.

SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D)

4.5 Optional Calling Features (Cont'd.)

4.5.1 Features Descriptions (Cont'd.)

(K) Call Rejection: Enables a customer to reject call attempts from up to 15 numbers of calling parties by dialing a code and the telephone numbers of calls to be rejected. Any call attempts to the customer from these numbers will be prevented from terminating to the customer and will instead be connected to an announcement informing the caller that the call is not presently being accepted by the called party. A customer may also reject future calls from the most recent call received by dialing a code after completing the call.

(L) Call Trace: Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only. After receiving the call which is to be traced, the customer dials a code and the traced telephone number is automatically sent to the Company for further action. The customer originating the trace will not receive the traced telephone number. The results of a trace will be furnished only to legally constituted law enforcement agencies or authorities upon proper request by them. The Company is not liable for damages if, for any reason, the Call Trace attempt is not successful. After three successful traces to the same number, the customer may request the Company take deterrent action. In extenuating circumstances, such as life and death threats, obscene or harassing calls, the Company will take appropriate deterrent action after one activation of Call Trace.

(M) Call Transfer: Enables a customer to transfer an incoming call to a third party or add a third party to an existing call, forming a three-party connection, and then to leave the connection without disconnecting the call.

SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D)

4.5 Optional Calling Features (Cont'd.)

4.5.1 Features Descriptions (Cont'd.)

(N) 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.

(0) Caller ID - Number: Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.

(P) Caller ID - Name & Number: Allows for the automatic delivery of a calling party's name and telephone number (including nonpublished and nonlisted telephone numbers) to the called customer, which gives the called customer an opportunity to decide whether to answer the call immediately or not. The name and number are displayed on customer provided equipment.

(Q) Caller ID - With Privacy+: Includes the Caller Identification - Name and Number functionality and, in addition, provides the customer with the ability to screen private and unidentified calls that are placed to their number.

(R) Continuous Redial: Allows a customer to dial a code that will cause the feature to automatically redial the last number the customer dialed. If the called number is busy, the feature will redial the called number for a limited period of time. A tone alerts the customer when the called number becomes available. This service is available on a usage or subscription basis.

SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D)

4.5 Optional Calling Features (Cont'd.)

4.5.1 Features Descriptions (Cont'd.)

(S) Dial Call Waiting: Allows a customer with a line equipped with the feature to direct a Call Waiting tone or a Distinctive Alert signal to a line equipped with Distinctive Alert. The feature is activated by dialing a preset access code and the telephone number of the line to which the signal is directed.

(T) Directed Call Pickup: Allows a customer to answer a call, during the ringing cycle, that is directed to another line by dialing a preset access code and the telephone number of the line to be answered. Both the originating line and the line to be answered must be equipped with the feature.

(U) Distinctive Alert: Allows a customer to receive an audible Call Waiting tone or Distinctive Ringing signal from a line equipped with Dial Call Wailing. If the called line is idle, a Distinctive Ringing signal will be heard. If the called line is busy, the called line receives a Call Waiting tone.

(V) Hot Line: Hot Line service allows a customer to establish a switched connection to a predetermined number when the customer's telephone goes off-hook. No dialing is required and the call is processed automatically to the predetermined telephone number.

(W) Warm Line: Warm Line Service allows a customer to establish a switched connection to a predetermined number if the customer does not dial a number within a specified length of time after going off-hook. When the customer's telephone goes off-hook and dialing begins within a specified time delay period, the call will proceed normally as dialed. If dialing has not started before the end of the predefined time delay period, a predetermined stored number is automatically dialed by the central office switching equipment.

SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D)

4.5 Optional Calling Features (Cont'd.)

4.5.1 Features Descriptions (Cont'd.)

(X) Last Call Return: Allows a customer to dial a code that will cause the feature to automatically redial the number of the last incoming call to that line, whether the call was answered or not. The customer does not have to know the number of the calling party. If the calling party's number is blocked, by the calling party, the service will not return the call. If the called number is busy, the feature will redial the called number for a limited period of time. A tone alerts the customer when the called line is available. This service is available on a usage or subscription basis.

(Y) Priority Call: Allows a customer to assign a maximum of 15 callers' telephone numbers to a special list. The customer will hear a distinctive ring at his/her location when calls are received from callers' telephone numbers on that list.

(Z) Receptionist - Name & Number: 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.

(AA) 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.

SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D)

4.6 Listing Services

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

4.6.1 Non-Published Service

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

4.6.2 Non-Listed Service

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

4.7 Miscellaneous Services

4.7.1 Presubscription Services

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer.

4.7.2 Hunting Service

Hunting Service is an optional arrangement available to customers with two or more individual line or trunk services. For more specifics, please refer to Section 9.2.

SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D)

4.8 Jurisdictional Reports

For Voice over Internet Protocol ("VoIP") services, the Company will use the percentage of interstate originating Feature Group D usage to determine the Percent of Interstate Usage ("PIU") to apply to all other VoIP Services provided by the Company to the Customer.

For VoIP Services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to require the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall upon ordering service, and annually thereafter, report the PIU and such report will be used for billing purposes until the Customer reports a different projected interstate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected PIU that applies to the total trunk group. The revised report will serve as the basis for future billing and will be effective on the next bill date.

No pro-rating or back-billing will be done based on the report. The Company may require call detail records to substantiate any projected PIU provided to the Company. In the event that the required jurisdictional report is not provided, the Company recorded or estimated PIU will be applied to the bill.

The Company may request this detailed information annually. If the audit results represent a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.

SECTION 5.0 - LOCAL EXCHANGE SERVICES

5.1 General

Local Exchange Services are provided through the use of resold facilities obtained from Other Telephone Companies. The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services to Customers.

All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements established by the Arizona Commission.

5.2 VoIP Services

The Company provides resold local telecommunications services throughout all Counties of the State of Arizona. The Company provides hosted iPBX to business-class subscribers by way of VoIP technology using multiple interfaces including Cable Modem, DSL, Ethernet, MPLS, and others. The Company can also provide the local access circuit. The Company's traditional voice services such as local dial tone, access to 911, e911, Directory Assistance, and Operator Services are available by way of VoIP delivery.

The Company's local VoIP and SIP Trunk calling services include local, 411, 611, and 911 dialing. Outbound calling options include Calling Name (CNAM) and Caller ID (CID). Inbound calling includes new and ported Direct Inward Dialing. Directory Listing (DL) is also available. Facsimile over IP is supported.

The Company will provide the Hosted PBX functionality via the VoIP Provider cloud. The Customer may bring their own broadband connection, procure connectivity through a last mile provider (ILEC, CLEC, IXC, Fiber provider, etc.), or the Company can offer the direct connection to the Customer through a complete bundle of services. Bundles are available in term commitment lengths of 1, 2 or 3 years and may include a variety of the options listed as follows: DID/DNIS/DOD; New/Ported Numbers; Voice/Facsimile; Free Local Calling; Free On-Net Calling; CNAM; E911 or 911; Directory Assistance; Directory Listing; Managed/Quality of Service.

SECTION 6.0 - TELECOMMUNICATIONS RELAY SERVICE

6.1 Telecommunications Relay Service

The Arizona Relay Service (AZRS) is a relay telecommunications service for the deaf, hearing and/or speech-disabled population of the state of Arizona. The service permits telephone communication between individuals with hearing and/or speech disabilities who must use a Text Telephone and individuals with normal hearing and speech.

6.2 Surcharge

In addition to the charges provided in this tariff, a surcharge will apply to all business access lines served by the Company. This surcharge applies regardless of whether or not the access line uses the Arizona Relay Service.

This surcharge serves as the funding vehicle for the operation of the Arizona AZRS and shall be calculated by the Commission. The Commission shall compute the AZRS Surcharge each year and notify local exchange carriers of the surcharge amount to be applied for the twelve-month period.

The surcharge shall not be included in each subscriber's bill as part of the subscriber's base rate. The surcharge shall be listed as a separate item appearing on each customer's monthly billing statement as rendered by the Company. The charge shall be listed as the "Arizona Relay Service".

SECTION 7.0 - MISCELLANEOUS SERVICES

7.1 Hunting Services

Hunting Service is an optional arrangement available to customers with two or more individual line or trunk services. Where facilities permit, such lines will be arranged so that incoming calls to a busy line/trunk will overflow to other available lines/ trunks for that customer.

The increment for each individual line/trunk arranged for Hunting Service is in addition to the regular access line/trunk rate. The nonrecurring charge applies to establish, change to or from, or to rearrange companion line service. The following monthly increments are for each access line/trunk arranged.

	Maximum Nonrecurring Charge	Maximum Monthly Rate
Business		
- Access line/ trunk, each	$10.00	$8.35

7.2 N-1-1 Abbreviated Dialing Codes

7.2.1 Description

A. Abbreviated dialing codes enable callers to connect to a location in the phone network that otherwise would be accessible only via a seven or ten-digit telephone number. The network must be pre-programmed to translate the three-digit code into the appropriate seven or ten-digit telephone number and route the call accordingly. For N-1-1 codes, the first digit can be any digit other than 1 or 0 and the last two digits are both 1.

SECTION 7.0 - MISCELLANEOUS SERVICES (CONT'D.)

7.2 N-1-1 Abbreviated Dialing Codes (Cont'd.)

7.2.1 Description (Cont'd.)

B. The following N-1-1 abbreviated dialing codes were assigned for specific uses by FCC Decision Nos. 97-51 and 00-256, issued in CC Docket 92-105:

211- Community Information and Referral Services
311 - Non-Emergency Governmental Services
511 - Traffic and Transportation Information
711- Telecommunications Relay Service
811 - Advance Notice of Excavating Activities (Call Before You Dig)

7.2.2 Terms and Conditions

A. The offering of these abbreviated dialing codes can be delivered via regular exchange access lines (by individual business line, PBX trunks, etc.)

B. Access to these abbreviated dialing codes is not available through the following dialing arrangements:

1+, 0+, 0- (credit card, third-party billing, collect calls) 101XXXX

In addition, operator assisted calls will not be completed.

C. The Company will provide only the delivery of the calls. The entity that has been granted authorization to use the N-1-1 abbreviated dialing code will be responsible for providing any announcements and services to the callers.

SECTION 8.0 - PROMOTIONAL OFFERINGS / CONTRACT & ICB

8.1 Contract Rates / Individual Case Basis (ICB) Arrangements

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an individual case basis (ICB). ICB rates, terms and conditions will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligations and regulation set forth in this tariff shall be incorporated into, and be part of, said contract, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

SECTION 9 – RATES AND CHARGES

Rates and charges are the same for all services, regardless of the technology used to deliver them. Current rates and charges are our maximum rates.

9.1	**Access Ordering**	**Non-Recurring Charge**
	Access Order Charge	
	- Per Order	$136.00
	Service Date Change Charge	
	A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The Access Order Charge as specified in 9.4.1(A) preceding does not apply.	
	- Per Order	$ 53.00
	Design Change Charge	
	The Design Change Charge will apply on a per order per occurrence basis, for each order requiring design change.	
	- Per Order	$ 53.00
	Miscellaneous Service Order Charge	
	- Per Occurrence	$ 53.00

SECTION 9 – RATES AND CHARGES (CONT'D)

9.2 **Other Services**

9.2.1

Additional Engineering

	Additional Engineering Periods	First Half Hour or Fraction Thereof
A.	Basic Time per engineer normally scheduled working hours	$ 25.35
B.	Overtime per engineer outside of normally scheduled working hours	$ 38.02
C.	Premium Time outside of scheduled work day, per engineer	$ 50.69

These labor charges are applicable for the following:

Additional Cooperative Acceptance testing
Additional Manual Testing
Maintenance of Service

SECTION 9 - RATES AND CHARGES (cont'd)

9.2.2 **Additional Labor**

First Half Hour or Additional Labor Periods	Fraction Thereof
Installation or Repair *	
A. Overtime, outside of normally scheduled working hours on a scheduled work day, per technician	$ 33.03
B. Premium Time, outside of scheduled work day, per technician	$ 44.04

SECTION 9 - RATES AND CHARGES (cont'd)

9.2 **Other Services (Cont'd)**

9.2.2 Additional Labor (Cont'd)	First Half Hour or
Stand by *	Fraction Thereof
A. Basic time, normally scheduled working hours, per technician	$ 22.92
B. Overtime, outside of normally scheduled working hours on a scheduled work day, per technician.	$34.37
C. Premium Time, outside of scheduled work day, per technician	$45.83

SECTION 9 - RATES AND CHARGES (cont'd)

9.2 **Other Services (Cont'd)**

9.2.2 Additional Labor (cont'd)

Additional Labor Periods	First Half Hour Or Fraction Thereof	
	I/R Technician	CO Technician
A. Testing and Maintenance with Other Telephone Companies or Other Labor	$22.02	$23.33
B. Overtime Pay Per Technician Outside of Normally Scheduled Working Hours on a Scheduled Work Day	$33.03	$34.99
C. Premium Time Per Technician Outside of Scheduled Work Day	$44.04	$46.65

SECTION 9 - RATES AND CHARGES (cont'd)

9.2 **Other Services (Cont'd)**	**Monthly Rate**	**Non-recurring Charge**
9.2.3 Entrance Facility		
A. DS1 (1.544 Mbps.) Entrance Facility, Installation		$281.00
B. DS1 (1.544 Mbps.) Entrance Facility, per Point of Termination	$159.05	
C. DS3 (44.736 Mbps.) Entrance Facility, Installation		$307.00
D. DS3 (44.736 Mbps.) Entrance Facility, per Point of Termination	$1845.01	

SECTION 9 - RATES AND CHARGES (cont'd)

9.3 Business Local Exchange Services

9.3.1 Non-recurring Charges

Processing/Application Fee	$10.00
Reconnection/Activation Fee	$50.00
Restoral Fee	$25.00

9.3.2 Recurring Charges

List flat rate / measured rate services	$59.99

9.4 Business Local Exchange Services

9.4.1 Packages

	Monthly
Package A	$55.99
Each additional line	$55.99
Unlimited local calling	
100 minutes of LD	
Package B	$59.99
Each additional line	$59.99
Unlimited local calling	
100 minutes of LD	
Caller ID	
Call Waiting	
Three-Way Calling	
Package C	$69.99
Each additional line	$69.99
Unlimited local calling	
Caller ID	
Call Waiting	
Three-Way Calling	

SECTION 12 - RATES AND CHARGES(cont'd)

9.4 Business Local Exchange Services (Cont'd)

9.4.1 Packages (Cont'd)

	Monthly
Package D	$79.99
Each additional line	$79.99
Unlimited local calling	
Caller ID	
Call Waiting	
Three-Way Calling	
Call Return	
Call Block	
Call Forwarding Variable	
Call Forwarding Don't Answer-Basic	
Call Forwarding Busy Line-Basic	

9.4.2 Additional Non-recurring Charges

Add/Change/Delete Features	$15.00
Caller ID Setup Fee	$10.00
Change Name	$15.00
Change Telephone Number	$25.00
Non-Productive Trip Charge	$90.00
Move – Order	$50.00

9.4.3 Individual Feature Recurring Charges

Call Block	$6.99
Call Forwarding	$6.99
Call Return	$7.99
Call Trace	$11.99
Call Waiting	$6.99
Caller ID	$9.99
Speed Dial	$5.99
Three-Way	$6.99
Unpublished Number	$5.99
Voice Mail	$8.99

SECTION 12 - RATES AND CHARGES(cont'd)

9.4.4 Directory Assistance

"1-411" local directory assistance	$1.29 per call
"1-XXX-555-1212" directory assistance	$0.99 per call