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April 11, 2016

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

Re: Arizona C.C. Tariff No. 2 of New Horizons Communications Corp.
Docket No. T-20529A-16-0016

To Whom It May Concert:

Enclosed for filing are originals and 13 copies of an updated version of Arizona C.C. Tariff No. 2 of New Horizons Communications Corp. ("New Horizons") which reflects revisions requested by Commission Staff.

Thank you for your assistance in this matter. If you have any questions or concerns, please contact me.

Very truly yours,

Snell & Wilmer

Michael W. Patten

MWP:jh

Enclosures

Cc: Pamela Genung

REGULATIONS, DESCRIPTIONS AND RATES APPLICABLE TO FURNISHING INTRASTATE ACCESS SERVICES FOR CONNECTION TO INTRASTATE COMMUNICATIONS FACILITIES WITHIN THE ARIZONA OPERATING TERRITORY OF NEW HORIZONS COMMUNICATIONS CORP.

This Tariff contains the descriptions, regulations and rates applicable to the furnishing of intrastate access services provided by New Horizons Communications Corp. ("Company"). Access Services are provided by means of wire, fiber optics, radio or any other suitable technology or a combination thereof. This Tariff is on file with the Arizona Corporation Commission. Copies may be inspected during normal business hours at the Company's principal place of business: 420 Bedford Street, Suite 250, Lexington, MA 02420.

Issued by: Glen Nelson, Vice President, Business Development
New Horizons Communications Corp.
420 Bedford Street, Suite 250
Lexington, MA 02420

CHECK SHEET

The pages included in this Tariff are effective as of the date shown on each page. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

EXPLANATION OF SYMBOLS

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

(C) - To signify changed regulation
(D) - To signify discontinued rate or regulation
(I) - To signify increase
(M) - To signify matter relocated without change
(N) - To signify new rate or regulation
(R) - To signify reduction
(S) - To signify reissued matter
(T) - To signify a change in text but no change in rate or regulation
(Z) - To signify a correction

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REFERENCE TO OTHER TARIFFS

Whenever reference is made in this Tariff to other tariffs, the reference is to the tariffs in force as of the effective date of this Tariff, and to amendments thereto and successive issues thereof.

The following tariffs are referenced in this Tariff and may be obtained as noted below:

Qwest Corporation d/b/a CenturyLink QC Access Service Tariff No. 4 in the State Arizona, available at CenturyLink's website at http://www.centurylink.com/Pages/AboutUs/Legal/Tariffs/displayTariffLandingPage.html

New Horizons Communications Corp., Tariff F.C.C. 1, available at the Federal Communications Commission's Electronic Tariff Filing System at https://apps.fcc.gov/etfs/etfsHome.action.

National Exchange Carrier Association, Inc. (NECA), Wire Center Information, Tariff F.C.C. No. 4, available at the Federal Communications Commission's Electronic Tariff Filing System at https://apps.fcc.gov/etfs/etfsHome.action.

REFERENCE TO TECHNICAL PUBLICATIONS

Multiple Exchange Carrier Access Billing (MECAB) Guidelines
Issued: February 1998

Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines
Issued: March 2000

Access Service Order Guidelines (ASOG), ATIS Ordering and Billing Forum (OBF) ASR 001

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APPLICATION OF TARIFF

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate Switched Access service, intrastate Special Access Service and miscellaneous services related to the provision of facilities-based Switched Access Service or Special Access Service by the Competitive Local Exchange Carrier (CLEC) operations of NEW HORIZONS COMMUNICATIONS CORP. - (hereinafter "the Company") within the State of Arizona.

1. DEFINITIONS

Certain terms used generally throughout this Tariff for the Access services of this Company are defined below.

Access Code: A uniform seven-digit code assigned by the Company to an individual customer. The seven-digit code has the form 950-XXXX or 101XXXX.

Access Service: Services which provide connections for or are related to the origination or termination of communications that are generally, but not limited to, interexchange services.

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

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and customers' premises.

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

Alternate Access: Alternate Access has the same meaning as Local Access except that the provider of the service is an entity other than the Local Exchange Carrier authorized or permitted to provide such service. The charges for Alternate Access may be specified in a private agreement rather than in a published or special tariff if private agreements are permitted by applicable governmental rules.

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

Bit: The smallest unit of information in the binary system of notation.

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

Channel(s): An electrical, or in the case of fiber optic-based transmission systems, a photonic communications path between two or more points of termination.

Common Channel Signaling (CCS): A high-speed packet switched communications network which is separate (out of band) from the public packets switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

Commission: The Arizona Corporation Commission.

1. **DEFINITIONS**, (Cont'd)

Company: As used in this Tariff, Company shall refer to the facilities-based offerings of the Competitive Local Exchange Carrier (CLEC) operations of NEW HORIZONS COMMUNICATIONS CORP. - OCN 770H, which is the issuer of this Tariff.

Conventional Signaling: The inter-machine signaling system has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating Local Switching Center which terminates the call. In this system, all of the dialed digits are received by the originating switching machine, a path is selected, and the sequence of supervisory signals and outpulsed digits is initiated. No overlap outpulsing ten-digit ANI, ANI information digits, or acknowledgment link are included in this signaling sequence.

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

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific customer.

Duplex Service: Service which provides for simultaneous transmission in both directions.

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

End-user: Any individual, association, corporation, governmental agency or any other entity (collectively "Entity") which subscribes to service provided by an Exchange Carrier for the Entity's internal use or consumption (i.e. does not resell the service to others).

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

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

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access service Request from the Customer and commitment by the Company of a Service Date.

Hub: The Company office where all customer facilities are terminated for purposes of interconnection to trunks and/or cross-connection to distant ends.

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

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

1. **DEFINITIONS**, (Cont'd)

Internet Protocol (IP): A data communication protocol used in communicating data from one computer or IP-capable device to another computer or IP-capable device using the Internet or other networks.

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

Kbps: Kilobits, or thousands of Bits, per second.

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

Line Information Database (LIDB): The database which contains billing information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Access: The connection between a customer's premises and a point of presence of the Exchange Carrier.

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

Mbps: Megabits, or millions of bits, per second.

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

Network Services: The Company's telecommunications Access Services offered on the Company's network.

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

Off-Hook: The active condition of Switched Access or a telephone exchange service line.

On-Hook: The idle condition of Switched Access or a telephone exchange service line.

1. DEFINITIONS, (Cont'd)

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

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

Point to Point Service: An unswitched full time transmission service utilizing the Company's facilities to connect two or more Customer designated locations.

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

Presubscription: An arrangement whereby an end user may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing interLATA and intraLATA calls. The selected IXC(s) are referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select any IXC that orders FGD Switched Access Service at the Local Switching Center that serves the end user.

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

Service Commencement Date: For Switched Access Service, the first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by the Customer.

Service Order: The written request for network services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this Tariff. The signing of a Service Order to submission of an ASR by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the service is calculated from the Service Commencement Date.

Service(s): The Company's telecommunications Access Services offered by the Company.

Shared Facilities: A facility or equipment system or subsystem which can be used simultaneously by several customers.

1. DEFINITIONS, (Cont'd)

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

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

Signaling Transfer Point Access: Allows the Customer to access a specialized switch which provides SS7 network access and performs SS7 messaging routing and screening.

Special Access Service: Dedicated access between a Customer's premises and another Point of Presence for the purpose of originating or terminating communications. Special Access is available to both carriers and end-users on an individual contract basis.

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this Tariff.

Time Division Multiplexing (TDM): A method of transmitting and receiving voice signals over the public switched telephone network (PSTN).

Toll VoIP-PSTN Traffic: A Customer's interexchange voice traffic exchanged with the Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. Toll VoIP-PSTN Traffic originates and/or terminates in IP format when it originates from and/or terminates to an end user customer of a service that requires IP-compatible customer premises equipment.

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

VoIP: The technology used to transmit voice communications by aid of wire, cable, radio, or other like connection over a data network using Internet Protocol format. VoIP Services are those services that require the use of IP-compatible customer premises equipment.

2. REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

Access Services consist of furnishing communications service in connection with one-way or two-way information transmission between points within the State of Arizona under the terms of this Tariff. Access Services provided under this Tariff include Switched Access Services described in Section 4 following and Special Access Services described in Section 9 following.

2.1.2 Shortage of Equipment or Facilities

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

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

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

2.1.3 Terms and Conditions

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

(B) Customers may be required to enter in written Service Orders which shall contain or reference the name of the Customer, 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. The Customer will also be required to execute any other documents as may be reasonably requested by the Company.

2. REGULATIONS, (Cont'd)

2.1 Undertaking of the Company, (Cont'd)

2.1.3 Terms and Conditions, (Cont'd)

(C) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

2.1.4 Liability of the Company

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

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

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

2. **REGULATIONS**, (Cont'd)

2.1 Undertaking of the Company, (Cont'd)

2.1.4 Liability of the Company, (Cont'd)

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

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

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

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

(H) The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one (1) year after the service is rendered.

2. REGULATIONS, (Cont'd)

2.1 Undertaking of the Company, (Cont'd)

2.1.4 Liability of the Company, (Cont'd)

(I) The Company makes no warranties or representation, express or implied, including warranties or merchantability or fitness for a particular use, except those expressly set forth herein.

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

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

2. **REGULATIONS**, (Cont'd)

2.1 Undertaking of the Company, (Cont'd)

2.1.4 Liability of the Company, (Cont'd)

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

(M) The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.

2. REGULATIONS, (Cont'd)

2.1 Undertaking of the Company, (Cont'd)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer 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 Customer's 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.

2.1.6 Provision of Equipment and Facilities

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

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

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

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

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

2. **REGULATIONS**, (Cont'd)

2.1 Undertaking of the Company, (Cont'd)

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

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

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

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

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

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

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

2.1.7 Non-Routine Installation

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

2. **REGULATIONS**, (Cont'd)

2.1 Undertaking of the Company, (Cont'd)

2.1.8 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

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

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

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

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

(E) where installation is on an expedited basis;

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

(G) installation involving abnormal costs; or

(H) in advance of its normal construction schedules.

2.1.9 Ownership of Facilities

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

2. 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 request with the Company confirming that their use of the Company's offerings complies with relevant laws and Federal Communications Commission and/or Arizona Corporation Commission regulations, policies, orders, and decisions; and if the reseller intends to provide intrastate services, is certified with the Arizona Corporation Commission.

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

2.3 Obligations of the Customer

2.3.1 Customer Responsibilities

The Customer shall be responsible for:

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

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

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

2. **REGULATIONS**, (Cont'd)

2.3 Obligations of the Customer, (Cont'd)

2.3.1 Customer Responsibilities, (Cont'd)

(D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.(C) above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be 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 subsection prior to accepting an order for service;

(E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining Company 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. asbestos) prior to any construction or installation work.

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

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

2. **REGULATIONS**, (Cont'd)

2.3 Obligations of the Customer, (Cont'd)

2.3.2 Claims

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

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

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

2.3.3 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access service, its projected Percent Intrastate Usage (PIU) must be provided in whole percentages (e.g., 45%) to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. If any PIU referenced in this Section 2.3.3 is not provided to the Company but the projected percent interstate usage is provided to the Company for a particular subsection of Section 2.3.3, the PIU for that particular subsection below will be determined by subtracting the projected interstate usage percentage for originating and/or terminating minutes from 100 that was provided for that particular subsection (PIU (intrastate) = 100 - interstate percentage usage).

(A) Originating Access

Originating access minutes may be based on traffic originating at the State, LATA or Local Switching Center level, provided that the traffic being measured is only traffic originating from the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis, as specified below. Originating access minutes will be measured as follows, based on type of access:

(1) For Feature Group D Switched Access Service(s), as defined in Section 4.2.1 following, where the Company can determine jurisdiction by its call detail, the projected Percent Intrastate Usage (PIU) will be developed by the Company on a monthly basis by dividing the measured intrastate originating access minutes by the total originating access minutes.

2. REGULATIONS, (Cont'd)

2.3 Obligations of the Customer, (Cont'd)

2.3.3 Jurisdictional Reporting, (Cont'd)

(A) Originating Access, (Cont'd)

(2) If Feature Group D with 950 Access (Feature Group B) as defined in Section 4.2 following is offered by the Company, the Customer must provide the Company with a projected PIU factor by supplying the Company with an intrastate percentage of originating access minutes.

(3) For 500, 700, 8XX, calling card and operator service access, the Customer must provide the Company with a projected PIU factor for each type of access. The Customer who provides a PIU factor shall supply the Company with an intrastate percentage of originating access minutes.

(4) If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

(B) Terminating Access

For Feature Group D Switched Access Service(s), the Customer must provide the Company with a projected PIU factor by supplying the Company with an intrastate percentage of terminating access minutes on a quarterly basis, as described in Section 2.3.3.(D) below. If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

(C) Except where the Company measured access minutes are used as set forth in 2.3.3.(A) above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below. The revised report will serve as the basis for future billing and will be effective on the next bill date.

2. **REGULATIONS**, (Cont'd)

2.3 Obligations of the Customer, (Cont'd)

2.3.3 Jurisdictional Reporting, (Cont'd)

(D) Effective on the first of January, April, July and October of each year, the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for intrastate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the Access Service Request. If no Access Service Request was received the factor will default to 50/50.

(E) Jurisdictional Report Verification

For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company's request. A dispute can be filed by either the Company or Customer.

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

2. **REGULATIONS**, (Cont'd)

2.3 Obligations of the Customer, (Cont'd)

2.3.4 Identification and Rating of VoIP-PSTN Traffic

(A) Scope

As indicated in New Horizons Communications Corp., Tariff F.C.C. 1, Section 2.3.4, Toll VoIP-PSTN Traffic is defined as traffic exchanged between a Company end-user and the Customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet Protocol ("IP") format. This section governs the identification of Toll VoIP-PSTN Traffic that is required to be compensated at interstate access rates, in absence of an agreement existing between the parties, as ordered by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order"). Specifically, this section establishes the method of separating such traffic (referred to in this Tariff as Toll VoIP-PSTN Traffic) from the Customer's traditional intrastate access traffic, so that such Toll VoIP-PSTN Traffic can be billed in accordance with the FCC Order.

(B) Rating of Toll VoIP-PSTN Traffic

The Toll VoIP-PSTN Traffic identified in accordance with this Tariff section will be billed at rates equal to the Company's applicable tariffed interstate switched access rates as depicted in New Horizons Communications Corp., Tariff F.C.C. 1.

(C) Calculation and Application of Percent-VoIP-Usage ("PVU") Factor

The Company will determine the number of Toll VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied according to subsection (B) above, by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU exchanged between a Company end user and the Customer. The PVU will be derived and applied as follows:

(1) The Customer will calculate and furnish to the Company a factor (the "PVU"), which represents the total percentage of the total intrastate and interstate access MOU that the Customer exchanges with the Company in the State, that (a) is sent to the Company and that originated in IP format; or (b) is received from the Company and terminated in IP format. This PVU shall be based on information such as traffic studies, actual call detail, or other reasonable analyses that are relevant and verifiable. The Customer shall retain the call detail, work papers, and information used to develop the PVU factor for a minimum of two years, unless a longer period is required by law.

2. REGULATIONS, (Cont'd)

2.3 Obligations of the Customer, (Cont'd)

2.3.4 Identification and Rating of VoIP-PSTN Traffic, (Cont'd)

(C) Calculation and Application of Percent-VoIP-Usage ("PVU") Factor, (Cont'd)

(2) The Customer shall not modify their reported PIU factor to account for Toll VoIP-PSTN Traffic.

(3) The Company will apply the PVU factor to the total intrastate access MOU exchanged with the Customer to determine the number of Toll VoIP-PSTN Traffic MOUs.

(4) If the Customer does not furnish the Company with a PVU pursuant to the preceding paragraph (1) and paragraphs (D) and (E) below, the Company will utilize a PVU equal to zero.

(D) Initial PVU Factor

The Company will apply the initial PVU factor on the next bill date provided that the PVU factor, and if requested, the relevant and verifiable supporting documentation described above, are provided to the Company at least fifteen days prior to the next bill date. A PVU received less than fifteen days before the next bill date will be applied on the bill date following the next bill date unless otherwise agreed to by the Company and the Customer.

(E) PVU Factor Updates

The Customer may update the PVU factor quarterly using the method set forth in section (C)(1), above. If the Customer chooses to submit such updates, is shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU factor based on the data for the prior three months ending the last day of December, March, June, and September, respectively. The revised PVU factor will be applied prospectively and serve as the basis for billing until superseded by a new PVU. No prorating or back billing will be done based on the updated PVU factor.

2. REGULATIONS, (Cont'd)

2.3 Obligations of the Customer, (Cont'd)

2.3.4 Identification and Rating of VoIP-PSTN Traffic, (Cont'd)

(F) PVU Factor Verification

(1) Not more than four times in any year, the Company may request from the Customer an overview of the process used to determine the PVU factors, the call detail records, description of the method for determining how the end user originates or terminates calls in IP format, and other information used to determine the Customer's PVU factor furnished to the Company in order to validate the PVU factor supplied. The Customer shall comply, and shall reasonably supply the requested data and information within 15 days of the Company's request.

(2) The Company may dispute the Customer's PVU factor based upon:

(a) A review of the requested data and information provided by the Customer;

(b) The Company's reasonable review of other market information, FCC reports on VoIP lines, such as FCC Form 477 or state-level results based on FCC Local Competition Report or other relevant data; or

(c) A change in the reported PVU factor by more than five percentage points from the preceding quarter.

(3) If after review of the data and information, the Customer and the Company establish a revised PVU factor, the Customer and the Company will begin using that revised PVU factor with the next bill period.

2. REGULATIONS, (Cont'd)

2.3 Obligations of the Customer, (Cont'd)

2.3.4 Identification and Rating of VoIP-PSTN Traffic, (Cont'd)

(F) PVU Factor Verification, (Cont'd)

(4) If the dispute is unresolved, the Company may initiate an audit. The Company shall limit audits of the Customer's PVU factor to no more than four times per year. The Customer may request that the audit be conducted by an independent auditor. In such cases, the associated auditing expenses will be paid by the Customer.

(a) In the event that the Customer fails to provide adequate records to enable the Company or an independent auditor to conduct an audit verifying the Customer's PVU factors, the Company will bill the usage for all contested periods using the most recent undisputed PVU factors reported by the Customer. These PVU factors will remain in effect until the audit can be completed.

(b) During the audit, the undisputed PVU factors from the previous reporting period will be used by the Company.

(c) The Company will adjust the Customer's PVU factors based on the results of the audit and implement the revised PVU in the next billing period or quarterly report date, whichever is first. The revised PVU factors will apply for the next two quarters before new factors can be submitted by the Customer.

(d) If the audit supports the Customer's PVU factors, the usage for the contested periods will be adjusted to reflect the Customer's audited PVU factors.

2. **REGULATIONS**, (Cont'd)

2.4 Customer Equipment and Channels

2.4.1 In General

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

2.4.2 Interconnection of Facilities

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

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

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

(A) Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions. If an entity other than the Company (e.g. another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which the Company's Non-Recurring Charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2. **REGULATIONS**, (Cont'd)

2.5 Payment Arrangements , (Cont'd)

2.5.1 Payment for Service, (Cont'd)

(B) A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on the Company's operations in any such state, or a tax on intrastate access charges incurred by the Company for originating access to telephone exchanges in that state. This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and/or payment of intrastate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

2.5.2 Billing and Collection of Charges

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

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this Tariff attributable to services established, provided, or discontinued during the preceding billing period.

(A) Non-Recurring Charges are due and payable within 30 days after the invoice date. The Company shall present invoice for Non-Recurring Charges monthly to the Customer.

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

(C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro-rata basis, based on the actual calendar month.

2. REGULATIONS, (Cont'd)

2.5 Payment Arrangements, (Cont'd)

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

(D) Billing of the Customer by the Company will begin on the Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

(E) Amounts not paid within 30 days after the date of invoice will be considered past due. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with Section 2.5.4 following and later restored, restoration of service will be subject to all applicable installation charges.

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

2. REGULATIONS, (Cont'd)

2.5 Payment Arrangements, (Cont'd)

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

(G) Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier is Involved

Both Multiple bill and Single bill billing options are supported under this Tariff. Under a Meet Point Billing arrangement, the Company will only bill for charges for traffic carried between the Company Local Switching Center and the end user.

The billing arrangements are subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB) and the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD).

The Company must notify the Customer of: 1) the meet point option that will be used; 2) the Carrier(s) that will render the bill(s); 3) the Carrier(s) to whom payment should be remitted; and 4) the Carrier(s) that will provide the bill inquiry function. The Company shall provide such notification at the time orders are placed for Access Service. Additionally, the Company shall provide this notice in writing 30 days in advance of any changes in the arrangement.

The Company will handle the ordering, rating and billing of Access Service under this Tariff where more than one Exchange Carrier is involved in the provision of Access Services, as follows:

(1) The Company must receive an order for Feature Group D (FGD) Switched Access Service, as defined herein, ordered to the Company's Local Switching Center through a switch operated by another Exchange Carrier.

(2) In addition, for FGD Switched Access Service ordered to the Company's Local Switching Center through a switch operated by another Exchange Carrier with whom the Company has an agreement, the Customer may be required to submit an order as specified by the Exchange carrier which operates the switch.

(3) Separate bills will be rendered by the Exchange Carrier for FGD access service, if the multiple bill option is selected.

2. **REGULATIONS**, (Cont'd)

2.5 Payment Arrangements, (Cont'd)

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

(G) Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier is Involved, (Cont'd)

(4) Rating and Billing of Service: Each company will provide its portion of access service based on the regulations, rates and charges contained in its respective Access Service tariff, subject to the following rules, as appropriate:

(a) the application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved.

(b) when rates and charges are listed on a per minute basis, the Company's rates and charges will apply to traffic originating from the Customer's premises and terminating at the end user's premises, and vice versa.

2.5.3 Deposits

(A) Before the service or facility is furnished to a Customer whose credit has not been duly established, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

(1) an amount in excess of two twelfths of the estimated charge for the service for the ensuing twelve months; or

(2) one half of the estimated charge for the minimum payment for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

2. REGULATIONS, (Cont'd)

2.5 Payment Arrangements, (Cont'd)

2.5.3 Deposits, (Cont'd)

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

(C) The charges set forth in this Tariff for channel terminations contemplate installations made in normal locations and under normal working conditions. Any installations to be made under other circumstances are subject to additional charges.

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

2.5.4 Refusal and Discontinuance of Service

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

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

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

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

2. REGULATIONS, (Cont'd)

2.5 Payment Arrangements, (Cont'd)

2.5.4 Refusal and Discontinuance of Service, (Cont'd)

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

(F) Upon the Company's discontinuance of service to the Customer under Section 2.5.4.(A) or 2.5.4.(B) above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

(G) When Access Service is provided by more than one Company, the companies involved in providing the joint service may individually or collectively deny service to a Customer for nonpayment. Where the Company(s) affected by the nonpayment is incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other Company(s) will, if technically feasible, assist in denying the joint service to the Customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the Company initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of the Company whose Local Switching Center serves the Customer shall apply for joint service discontinuance.

2. REGULATIONS, (Cont'd)

2.5 Payment Arrangements, (Cont'd)

2.5.4 Refusal and Discontinuance of Service, (Cont'd)

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

(1) Immediately and without notice if the Company deems that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this subsection 2.5.4.(H)(1) (a-f) if:

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

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

(c) the Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.4.(A) above; or

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

(e) the Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or

2. REGULATIONS, (Cont'd)

2.5 Payment Arrangements, (Cont'd)

2.5.4 Refusal and Discontinuance of Service, (Cont'd)

2.5.4.(H)(1), (Cont'd)

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

(i) using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this Tariff; or

(ii) using tricks, schemes, fake or invalid numbers, false credit devices, electronic devices; or

(iii) any other fraudulent means or devices; or

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

(3) immediately upon written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.4.(A) above; or

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

(I) In the event the Company provides notice to Customer under Section 2.5.4 above of refusal and discontinuance of service, the Company shall also have the right to notify the Company's end user customers who are presubscribed to Customer's service that Customer's service will be discontinued if payment or other obligations are not met. Such notification shall be for the purpose of allowing affected end user customers to make alternative arrangements for presubscribed interexchange service in the event Customer's service is discontinued by the Company.

2. **REGULATIONS**, (Cont'd)

2.5 Payment Arrangements, (Cont'd)

2.5.4 Refusal and Discontinuance of Service, (Cont'd)

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

2.5.5 Cancellation of Application for Service

(A) Applications for service are non-cancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except as may be specified in this Section and Section 3.2.5.

(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.

2.5.6 Late Payment Charge

(A) Payment will be due as specified on the Customer bill. Commencing after that due date, a late charge of up to the highest interest rate allowable by law will be applied to all amounts past due.

(B) Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.

(C) Service may be denied or discontinued at the Company's discretion for nonpayment of amounts due the Company past the due date as specified in 2.5.6(A). Restoration of Service will be subject to all applicable installation charges.

2. REGULATIONS, (Cont'd)

2.5 Payment Arrangements, (Cont'd)

2.5.7 Returned Check Charge

In cases where the Company issues direct bills to Customers, and payment by check is returned for insufficient funds, or is otherwise not processed for payment, there will be a charge as set forth herein. Such charge will be applicable on each occasion when a check is returned or not processed.

2.6 Allowances for Interruptions in Service

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

2.6.1 Credit for Interruptions

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

(B) For Switched Access Service, no credit will be allowed for an interruption of less than 24 hours. After the first 24 hour period, a credit equal to 1/30 of the Direct Connect facilities charges will be applied to each interruption which is in excess of twelve hours and up to 24 hours.

2. REGULATIONS, (Cont'd)

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

2.6.2 Limitations on Allowances

No credit allowance will be made for:

(A) interruptions due to the negligence of, or noncompliance with the provision of this Tariff by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;

(B) interruptions due to the negligence of any person other than the Company, including but not limited to, the Customer or other Common Carriers connected to the Company's facilities;

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

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

(E) interruptions of service during a period 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) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

(G) interruption of service due to circumstances or causes beyond the control of the Company;

(H) use of Alternative Service Provided by the Company: Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

2. REGULATIONS, (Cont'd)

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

2.6.3 Cancellation for Service Interruption

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

2.7 Cancellation of Service

If a Customer cancels services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and shall be payable within the period set forth in Section 2.5.2 above: all costs, fees and expenses reasonably incurred in connection with 1) all Non-Recurring Charges reasonably expended by the Company to establish service to Customer, plus 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus 3) all Recurring Charges specified in the applicable tariff for the balance of the then current term.

2.8 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

2. **REGULATIONS**, (Cont'd)

2.9 Notices and Communications

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

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

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

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

3. ORDERING OPTIONS FOR ACCESS SERVICE

3.1 General

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Access Services comprising either Switched Access Service or Special Access Service, as defined in this Tariff. These charges are in addition to other applicable charges set forth in other sections of this Tariff.

3.1.1 Ordering Conditions

All services offered under this Tariff will be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

(A) Customer name and Premise(s) address;

(B) Billing name and address (when different from Customer name and address); and

(C) Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

The order date (Application Date) is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Commencement Date, at the time the Company gives the Customer a Firm Order Confirmation (FOC).

3.1.2 Provision of Other Services

Unless otherwise specified herein, all services offered under this Tariff shall be ordered with an ASR.

With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service. When added subsequently, charges will apply when an engineering review is required.

3. ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd)

3.1 General, (Cont'd)

3.1.2 Provision of Other Services, (Cont'd)

Additional Engineering is not an ordering option, but will be applied to an ASR when the Company determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will be provided by the Company at the request of the Customer only when a Customer requests additional technical information after the Company has already provided the technical information included on the Design Layout Report as set forth herein. The Customer will be notified when Additional Engineering is required, and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer agrees to the Additional Engineer, a firm order will be established. If the Customer does not want the service or facilities after being notified by the Company that Additional Engineering is required, the Customer may cancel the order and no charges will apply. Once a firm order has been established, the total charge to the Customer for the Additional Engineer may not exceed the original estimated amount by more than ten (10) percent.

3.1.3 Constructive Ordering of Switched Access Services

(A) Terminating Switched Access

Notwithstanding Section 3.1.1 above, in the event the Company terminates Switched Access minutes for an interexchange carrier that has not submitted an ASR to the Company, the interexchange carrier will be held to have constructively ordered Switched Access Service from the Company for the terminating access minutes. The terminating access minutes shall be subject to charges for Switched Access described in Section 4 of this Tariff and the other applicable terms and conditions of this Tariff.

(B) Originating Switched Access.

Notwithstanding Section 3.1.1 above, in the event the Company originates Switched Access minutes for an interexchange carrier that has not submitted an ASR to the Company, including but not limited to 8XX toll free calls and 8XX originated dial-around calls, and the interexchange carrier accepts the traffic, the interexchange carrier will be held to have constructively ordered Switched Access Service from the Company for the originating access minutes. The originating access minutes shall be subject to charges for Switched Access described in Section 4 of this Tariff and the other applicable terms and conditions of this Tariff.

3. ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd)

3.2 Access Order

3.2.1 Access Service Requests

An Access Order in the form of an Access Service Request (ASR) is required by the Company to provide a Customer Switched Access Service or Special Access Service, as described herein. An ASR will be required for each new similar service arrangement or group of common circuits.

When a Customer requests new or additional Switched Access Service or Special Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

In the event constructive ordering of Switched Access Service under Section 3.1.3, an ASR is not required.

3.2.2 Access Service Date Intervals

The Company will provide a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval subject to the following conditions.

(A) Customer Requested Interval

If none of the conditions described in Section 3.2.2.(B) below apply, the Service Date interval shall be based on provision of access service by the Customer's requested Service Date.

(B) Negotiated Interval

The Company will negotiate a Service Date interval with the Customer when one of the following conditions exists. In such cases, the Company will offer a Service Date based on the type and quantity of Access Service the Customer has requested.

(1) There is no existing facility connecting the Customer premises with the Company; or

(2) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or

3. ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd)

3.2 Access Order, (Cont'd)

3.2.2 Access Service Date Intervals, (Cont'd)

B. Negotiated Interval, (Cont'd)

(3) The Customer requests a service that requires provision of facilities by a connecting local exchange carrier in addition to facilities provided by the Company and the connecting local exchange carrier is unable to place connecting facilities in service by Customer's requested Service Date.

(4) The Company determines that Access Service cannot be installed within the time frame requested by the Customer.

(5) All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

3.2.3 Access Service Request Modifications

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a request modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. Charges for access Service Order modification will apply as set forth below, on a per occurrence basis.

3. ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd)

3.2 Access Order, (Cont'd)

3.2.4 Minimum Period of Service

The minimum period for which Access Service is provided and for which charges are applicable is one month.

(A) The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

(1) A change in the identity of the Customer of record;
(2) A move by the Customer to a different building;
(3) A change in type of service;
(4) A change in Switched Access Service Interface (i.e. DS-1 or DS-3);

(B) When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is the applicable minimum monthly charge for the capacity made available to the Customer.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is the applicable minimum monthly charge for the capacity made available to the Customer.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

4. SWITCHED ACCESS SERVICE

4.1 General

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

4.2 Provision and Description of Switched Access Service Arrangements

Switched Access Service is provided in the following service type:

4.2.1 Feature Group D (FGD) Access

FGD Access, which is available to all Customers, is provisioned at the DS-1 level and provides trunk-side access to Company Local Switching center switches, with an associated uniform 101XXXX Access Code for the Customer's use in originating and terminating communications. Basic FGD service will be provided with SS7 (Multi-Frequency In Band Signaling is also available as a Common Switching Option for Feature Group D). End users of the Customer's service may also originate calls to certain FGD Access Customers without dialing the 101XXXX Access Code if the end user is presubscribed, as described herein.

The Access Code for FGD switching is a uniform Access Code of the form 101XXXX. A single Access Code will be the assigned number of all FGD access provided to the Customer by the Company. No Access Code is required for calls to a Customer over FGD Switched Access Service if the end user's telephone exchange service is arranged for Presubscription to that Customer, as set forth herein.

Where no Access Code is required, the number dialed by the Customer's end user shall be a seven or ten digit number for calls in the North America Numbering Plan (NANP), except for 00-dialed calls which are routed to the pre-designated Customer. For international calls outside the NANP, a seven to twelve digit number may be dialed. The form of the numbers dialed by the Customer's end user is NXX-XXXX, 0 or 1 + NXX-XXXX, NPA + NXX-XXXX, 0 or 1 + NPA + NXX-XXXX, and, when the Local Switching Center is equipped for International Direct Distance Dialing (IDDD), 01 + CC +NN or 011 + CC + NN.

4. SWITCHED ACCESS SERVICE, (Cont'd)

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

4.2.1 Feature Group D (FGD) Access, (Cont'd)

When the 101XXXX A-Code is used, FGD switching also provides for dialing the digit 0 (zero) for access to the Customer's operator, 911 for access to the Company's emergency service or the end-of-dialing digit (#) for cut-through access to the Customer's premises.

In addition, at the option of the Company, Feature Group D with 950 Access (Feature Group B) Common Switching Optional Feature may be made available. Under Feature Group D with 950 Access, end users may originate calls by dialing the 950-XXXX Access Code specified to a particular Interexchange Carrier, provided that the Interexchange Carrier has subscribed to the Company's Feature Group D with 950 Access (Feature Group B) Common Switching Optional Feature. If the end user is presubscribed to that Interexchange Carrier, no Access Code is necessary.

4.2.2 Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionally. It is the Customer's responsibility to order a sufficient number of trunks of each type in order to meet its desired grade of service objective. At the Customer's request, the Company will assist the Customer in sizing Switched Access Trunk groups.

4.2.3 Rate Categories

There are three rate categories which apply to Switched Access Service:

- Local Transport (described in Section 4.2.3(A) following)
- End Office (described in Section 4.2.3(B) following)
- Chargeable Optional Features (described in Section 4.2.3(C) following)

The following is a description of the components of Switched Access Service and the manner in which the components are combined to provide a complete Access Service.

4. SWITCHED ACCESS SERVICE, (Cont'd)

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

4.2.3 Rate Categories, (Cont'd)

(A) Local Transport

The Local Transport rate category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es), which may be a Remote Switching Module(s) or WATs Serving Office, where the customer's traffic is switched to originate or terminate the customer's communications.

Local Transport is a two-way voice frequency transmission path composed of facilities determined by the Telephone Company. The two-way voice frequency transmission path permits the transport of calls in the originating direction (from the end user end office switch to the customer designated premises) and in the terminating direction (from the customer designated premises to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz. The Customer must specify the choice of facilities (i.e., Voice Grade 2 or 4 wire or High Capacity DS1 or DS3) to be used in the provision of the Direct Trunked Transport or Entrance Facility.

The Customer must specify when ordering (1) whether the service is to be directly routed to an end office switch or through an access tandem switch, and (2) the type of Direct Trunked Transport and whether it will overflow to Tandem Switched Transport when service is directly routed to an end office, (3) the type of Entrance Facility, (4) the directionality of the service, and (5) when multiplexing is required, the hub(s) at which the multiplexing will be provided.

When service is to be routed through an access tandem switch, the facility between the serving wire center and the tandem will be provided as Direct Trunked Transport.

4. SWITCHED ACCESS SERVICE, (Cont'd)

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

4.2.3 Rate Categories, (Cont'd)

(A) Local Transport, (Cont'd)

Direct Trunked Transport is available at all tandems and at all end offices.

When more than one Telephone Company is involved in providing the Switched Access Service, the Local Transport rates are applied as set forth herein.

The Local Transport Rate Category includes five classes of rate elements: (1) Entrance Facility, (2) Direct Trunked Transport, (3) Switched Interoffice Channel, (4) Tandem Switched Transport, and (5) Multiplexing.

(1) Entrance Facility

The Entrance Facility recovers a portion of the costs associated with a communications path between a customer designated premises and the serving wire center of that premises. Included as part of the Entrance Facility is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the access service is to be connected at the customer designated premises and the type of signaling capability, if any.

Three types of Entrance Facility are available: (1) Voice Grade 2 or 4 wire (an analog channel with an approximate bandwidth of 300 to 3000 Hz), (2) High Capacity DS1 (an isochronous serial digital channel with a rate of 1.544 Mbps) and (3) High Capacity DS3 (and isochronous serial digital channel with a rate of 44.736 Mbps). The minimum period for which a DS3 Entrance Facility is provided is twelve months.

One charge applies for each Entrance Facility that is terminated at a customer designated premises. This charge specified in Section 12 following will apply even if the customer designated premises and the serving wire center are collocated in a Telephone Company building.

4. SWITCHED ACCESS SERVICE, (Cont'd)

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

4.2.3 Rate Categories, (Cont'd)

(A) Local Transport, (Cont'd)

(1) Entrance Facility, (Cont'd)

If the serving wire center for the customer designated premises is that of another local exchange carrier, an Entrance Facility charge will not be billed by the Company.

A Customer's Local Transport may be connected to the Entrance Facility of another customer, providing the other customer submits a letter of authorization for this connection and assumes full responsibility for the cost of the Entrance Facility.

(2) Direct Trunked Transport

The Direct Trunked Transport rate elements recover a portion of the cost associated with the communications path between a serving wire center and an end office or serving wire center and a tandem on circuits dedicated to the use of a single customer.

Direct Trunked Transport is available to all tandems and to all end offices of the Company.

4. **SWITCHED ACCESS SERVICE**, (Cont'd)

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

4.2.3 Rate Categories, (Cont'd)

(A) Local Transport, (Cont'd)

(2) Direct Trunked Transport, (Cont'd)

Three types of Direct Trunked Transport are available: (1) Voice Grade (an analog channel with an approximate bandwidth of 300 to 3000 Hz), (2) High Capacity DS1 (an isochronous serial digital channel with a rate of 1.544 Mbps), and (3) High Capacity DS3 (an isochronous serial digital channel with a rate of 44.736 Mbps). The minimum period for which a High Capacity DS3 Direct Trunked Transport is provided is twelve months.

High Capacity DS3 Direct Trunked Transport can not be terminated at end offices that are not identified as hub offices that provide DS3 to DS1 multiplexing. Additionally, DS1 Direct Trunked Transport cannot be terminated at end offices that are not identified as hub offices that provide DS1 to Voice Grade multiplexing or are not electronic end offices. Offices that provide multiplexing are identified in NECA Tariff F.C.C. No. 4, Wire Center Information.

Direct Trunked Transport rates consist of a Direct Trunked Facility rate specified in Section 12 following which is applied on a per mile basis and a Direct Trunked Termination rate which is applied at each end of each measured segment of the Direct Trunked Facility (e.g., at the end office, hub, tandem, and serving wire center). When the Direct Trunked Facility mileage is zero, neither the Direct Trunked Facility rate nor the Direct Trunked Termination rate will apply.

The Direct Trunked Facility rate recovers a portion of the costs of transmission facilities, including intermediate transmission circuit equipment, between the end points of the interoffice circuits.

The Direct Trunked Termination rate specified in Section 12 following recovers a portion of the costs of the circuit equipment that is necessary for the termination of each end of the Direct Trunked Facility.

4. SWITCHED ACCESS SERVICE, (Cont'd)

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

4.2.3 Rate Categories, (Cont'd)

(A) Local Transport, (Cont'd)

(3) Switched Interoffice Channel

Switched Interoffice Channel provides a transmission facility and Facility Termination. The Facility Termination applies for each Switched Interoffice Channel terminated.

Depending upon the customer's order for Switched Access services, the Switched Interoffice Channel can be used for Direct Trunked Transport or Shared Transport.

For Direct Trunked Transport, the Switched Interoffice Channel can be provisioned between the following customer designated points: (1) the customer's serving wire center (SWC) and the Company end office switch(es), (2) the SWC and a Company facility Hub (Hub) and, (3) the SWC and an Access Tandem, (4) a Hub and an Access Tandem, (5) a Hub to an end office and, (6) a Hub to a Hub.

For Shared Transport, the Switched Interoffice Channel is provisioned between the customer designated Telephone Company end office switch(es) and the Access Tandem. This includes transport between the Access Tandem and the end office, between an end office which serves as a host for a remote switching system or module (RSS or RSM) and the RSS or RSM.

The mileage to be used to determine the monthly rate for Direct Trunked Transport and Shared Transport is calculated based on airline distance using the method set forth in the NECA Tariff F.C.C. No. 4 for Wire Center Information (V&H coordinates).

(a) Switched Direct Interoffice Channel

Switched Direct Interoffice Channel (SW DIOC) rate category consists of two rate elements (1) a Switched Direct Transport Interoffice Channel Facility, and (2) a Switched Direct Transport Interoffice Channel Facility Termination.

4. SWITCHED ACCESS SERVICE, (Cont'd)

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

4.2.3 Rate Categories, (Cont'd)

(A) Local Transport, (Cont'd)

(3) Switched Interoffice Channel

(a) Switched Direct Interoffice Channel, (Cont'd)

The SW DIOC Facility is ordered by the customer based on capacity (e.g. Voice Grade, DS0, DS1 or DS3) and permits the transmission of calls or data in the originating direction and/or in the terminating direction depending upon the customer's facility configuration.

The Facility Termination component of the SW DIOC provides equipment necessary for the termination of the Switched Direct Interoffice Channel facility. A Facility Termination charge will apply for each service termination of greater than zero miles, i.e., Voice Grade, DS0, DS1 or DS3.

The SW DIOC transmission charge is a monthly, per mile charge based on the capacity of the service, e.g. Voice Grade, DS0, DS1 and/or DS3. The Facility Termination charge is assessed as a monthly rate.

(b) Switched Shared Interoffice Channel

The Switched Shared Interoffice Channel (SW SIOC) is composed of Switched Shared Transport facilities as determined by the Company and permits the transmission of calls or data in the originating direction and/or terminating direction depending upon the customer's order.

The Facility Termination component of the SW SIOC provides for equipment necessary for the termination of the Switched Shared Interoffice Channel facility.

The SW SIOC transmission charge is a per minute of use, per mile charge. Facility termination charges are assessed on a per minute of use for greater than zero miles.

4. SWITCHED ACCESS SERVICE, (Cont'd)

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

4.2.3 Rate Categories, (Cont'd)

(A) Local Transport, (Cont'd)

(4) Tandem Switched Transport

(a) Access Tandem Switching

Access Tandem Switching provides for the function of switching traffic through the Access Tandem from or to the end office switch(es). The Access Tandem Switching charge is assessed on all originating and terminating minutes of use switched at the Access Tandem.

(b) Dedicated Tandem Trunk Port

The Dedicated Tandem Trunk Port provides for termination of transport facilities at the Company tandem switch. This service is required for all Dedicated Transport ordered to the access tandem for switching at the tandem. It is available on a Voice Grade and DS1 trunk port basis.

(5) Multiplexing

DS3 to DS1 Multiplexing charges specified in Section 12 following apply when a High Capacity DS3 Entrance Facility or High Capacity DS3 Direct Trunked Facility is connected with High Capacity DS1 Direct Trunked Transport. The DS3 to DS1 multiplexer will convert a 44.736 Mbps channel to 28 DS1 channels using digital time division multiplexing. DS1 to Voice Grade Multiplexing charges apply when a High Capacity DS1 Entrance Facility or High Capacity DS1 Direct Trunked Facility is connected with Voice Grade Direct Trunked Transport. However, a DS1 to Voice Grade Multiplexing charge does not apply when a High Capacity DS1 Entrance Facility or High Capacity DS1 Direct Trunked Transport is terminated at an electronic end office and only Switched Access Service is provided over the DS1 facility (i.e., Voice Grade Special Access channels are not derived). The DS1 to Voice Grade multiplexer will convert a 1.544 Mbps channel to 24 Voice Grade channels.

Multiplexing is only available at wire centers identified in NECA Tariff F.C.C No. 4, Wire Center Information.

4. SWITCHED ACCESS SERVICE, (Cont'd)

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

4.2.3 Rate Categories, (Cont'd)

(B) End Office

The End Office rate category establishes the charges related to the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the local end office.

(1) Local Switching

The Local Switching rate element establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Telephone Company Intercept Operators or recordings, the STP costs, and the SS7 signaling function between the end office and the Signaling Transfer Point.

Where end offices are appropriately equipped, international dialing may be provided as a capability associated with Local Switching which provides local dial switching for Feature Group D. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard FGD equipped end office.

(2) Information Surcharge

Information Surcharge rates are assessed to a Customer based on the total number of access minutes. Information Surcharge rates are as set forth in Section 12 following.

4. SWITCHED ACCESS SERVICE, (Cont'd)

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

4.2.3 Rate Categories, (Cont'd)

(C) Chargeable Optional Features

Following is a description of the rate categories for the facilities required to provide Switched Access Services to the Customer.

(1) Where facilities permit, the Company will, at the option of the Customer, provide the following chargeable optional features.

(a) 8YY Toll Free Database Access Service

8YY Toll Free Database Access Service is provided to all Customers in conjunction with FGD switched access service. The term "8YY Toll Free Database Service" denotes a toll-free originating Trunkside Access Service when the 8YY service Access Code (i.e. 800, 822, 833, 844, 855, 866, 877 or 888 as available) is used. When a 1+8YY+NXX-XXXX toll free call is originated by an end user, the Company will utilize the Signaling System 7 (SS7) network to query an 8YY Toll Free series database to identify the Customer to whom the call will be delivered and provide vertical features based on the dialed ten digits. The call will then be routed to the identified Customer over FGD switched access.

A Basic or Vertical Feature Query charge, as set forth in Section 12 of this Tariff, is assessed for each query launched to the database which identifies the Customer to whom the call will be delivered. The Basic Query provides the identification of the Customer to whom the call will be delivered and includes area of service routing which allows routing of 8YY Toll Free series type calls by companies to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates. The Vertical Feature Query provides the same Customer identification as the basic query and vertical features which may include: (1) call validation, (ensuring that calls originate from subscribed service areas); (2) POTS translation of 8YY Toll Free series numbers; (3) alternate POTS translation (which allows subscribers to vary the routing of 8YY Toll Free series type calls based on factors such as time of day, place or origination of the call, etc.); and (4) multiple carrier routing [which allows subscribers to route to different carriers based on factors similar to those in (3)].

4. SWITCHED ACCESS SERVICE, (Cont'd)

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

4.2.4 Descriptions and Application of Rates

(A) Reference of Switched Access Rates to Incumbent Local Exchange Carrier Tariffs

The rates in Section 12 of this Tariff for Switched Access Services are referenced to the applicable current rates in the following incumbent local exchange carrier tariffs: Qwest Corporation d/b/a CenturyLink QC Access Service Tariff No. 4 in the State of Arizona.

For purposes of rate references, "current rate" shall mean the tariffed rate in effect at the time the service is provided by the Company.

The Company's switched access rates, as based on the rates charged by the applicable incumbent local exchange carrier.

References to the incumbent local exchange carrier tariffs are to the applicable specific section at the time of filing of the respective original or most recent revised page in the applicable tariff. In the event the referenced section numbers are changed, and a revised reference has not been filed herein, the rate provided for under the revised incumbent local exchange carrier tariff shall apply notwithstanding the change in section number.

(B) Recurring Rates

(1) Usage Rates for Switched Access Service are rates that apply on a per access minute or a per call basis. Access minute charges and per call charges are accumulated over a monthly period.

(2) Flat Rates for Switched Access Service are rates that apply on a per month per rate element basis.

(C) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for Switched Access Service are: installation of service and service rearrangements. These charges are in addition to the Access Order Charge as specified in Section 12 following.

4. **SWITCHED ACCESS SERVICE**, (Cont'd)

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

4.2.4 Descriptions and Application of Rate, (Cont'd)

(C) Nonrecurring Charges, (Cont'd)

(1) Installation of Service

A nonrecurring installation charge, as set forth in Section 12 following, will be applied at the service wire center for each Entrance Facility installed.

(2) Service Rearrangements

All changes to existing services other than changes involving administrative will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in (1) preceding will apply for this work activity.

For conversion of FGD trunks from multifrequency address signaling to SS7 signaling or from SS7 signaling to multifrequency address signaling, nonrecurring charges will apply as set forth in Section 12.

4.2.5 Billing Validation Service

The Company shall arrange to have its billing validation data stored in one of the existing Line Information Databases (LIDBs). It will be the responsibility of the Customer to identify this database through established industry procedures and to query the billing validation data in the LIDB. Based on the received query information, the LIDB will respond with an SS7 formatted confirmation of validity or denial for the requested billing option. Access in LIDB provides Customer with potential toll fraud detection.

The LIDB will contain a record for every working line number and Billed Number Group served by the Company.

The Company will update the LIDB information on a daily basis.

LIDB service is provided on an on-line, call-by-call basis. Company data accessed from the LIDB shall remain the sole property of the Company and may not be stored or reproduced by the Customer for any reason.

The Company will have procedures in place to deactivate billing validation data in the event that it is being used fraudulently.

4. SWITCHED ACCESS SERVICE, (Cont'd)

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

4.2.6 Acceptance Testing

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

4.2.7 Ordering Options and Conditions

Access Service is ordered under the Access Order provisions set forth in Sections 3.1 and 3.2 above.

4.3 Obligations of the Company

In addition to the obligations of the Company set forth in other sections of this Tariff, the Company has certain other obligations concerning the provision of Switched Access service. These obligations are as follows:

4.3.1 Network Management

The Company will administer its network to ensure the provision of acceptable service levels to all telecommunications users of the Company's network Services. Generally, service levels are considered acceptable only when both end users and Customers are able to establish connections with little or no delay encountered within the Company network. The Company reserves the right to apply protective controls, (i.e., those actions, such as call gapping, which selectively cancel the completion of traffic), over any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally such protective measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. The Customer will notify the Company of anticipated peaked services as stated below. Based on the information provided, the Company will work cooperatively with the Customer to determine the appropriate level of control. In the event that the protective controls applied by the Company result in the complete loss of service by the Customer, the Customer will be granted a credit allowance for service interruption as set forth in Section 2.6 above.

4. **SWITCHED ACCESS SERVICE**, (Cont'd)

4.3 Obligations of the Company, (Cont'd)

4.3.1 Network Management, (Cont'd)

When a Customer uses the Company's facilities to offer services for which a substantial call volume or peaked service is expected during a short period of time, the Customer must notify the Company at least 24 hours in advance of each peak period. For events scheduled during weekends or holidays, the Company must be notified no later than 5:00 p.m. local time the prior business day. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the NPA NXX and line number(s) to be used. On the basis of the information provided, the Company may invoke network management controls if required to reduce the probability of excessive network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such control. Failure to provide prescribed notification may result in Customer caused network congestion, which could result in discontinuance of service under Section 2.

4.4 Switched Access Optional Features

Following are descriptions of the various optional features that are available in lieu of, or in addition to, the standard features provided with the Feature Groups for Switched Access Service.

4.4.1 Nonchargeable Optional Features

(A) Signaling System Seven (SS7)

This option provides out-of-band transmission of SS7 protocol signaling information between the Local Switching center switching system and the Customer's designated premises. Prior to installation of any SS7 circuits, the Customer must agree to participate in SS7 certification testing. The Company will provide a testing plan to the Customer, and reserves the right to deny SS7 connectivity if the Customer's circuits do not meet the testing requirements.

(B) Supervisory Signaling

Where the transmission parameters permit, and where signaling conversion is required by the Customer to meet its signaling capability, the Customer may order an optional supervisory signaling arrangement in the form of Multi-frequency (MF) Signaling for each transmission path.

4. **SWITCHED ACCESS SERVICE**, (Cont'd)

4.4 Switched Access Optional Features, (Cont'd)

4.4.2 Feature Group D Optional Features

(A) Common Switching Optional Features

(1) Alternate Traffic Routing: This option provides the capability of directing originating traffic from a Local Switching Center to a direct access Trunk group, with additional traffic overflowing to the access Tandem Trunk group and then to a Customer designated premises. Multiple Customer premises Alternate Routing is also available where originating traffic from a Local Switching Center is directed via a Trunk group to a Customer designated premises until that group is fully loaded, and then additional originating traffic from the same Local Switching center or access tandem is delivered via a different Trunk group to a second Customer designated Premise. The Customer shall specify the last Trunk CCS desired for the high use group.

(2) Automatic Number Identification (ANI): This option provides the automatic in-band transmission signaling of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA for the identification of the calling station. The ANI feature is a Local Switching center software function which is associated on a call-by-call basis with: 1) all individual transmission paths in a trunk group routed directly between a Local Switching Center and a Customer's premises; or where technically feasible, 2) all individual transmission paths in a Trunk group between and Local Switching Center and an Access Tandem, and a Trunk group between and Access Tandem and a Customer's premises.

The ten-digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven-digit ANI telephone number. The ten-digit ANI telephone number will be transmitted on all calls except those identified as multi-party line or ANI failure in which case only the NPA will be transmitted.

4. **SWITCHED ACCESS SERVICE**, (Cont'd)

4.4 Switched Access Optional Features, (Cont'd)

4.4.2 Feature Group D Optional Features, (Cont'd)

(A) Common Switching Optional Features, (Cont'd)

(3) Cut-Through: This option allows end users of the Customer to reach the Customer's premises by using the end of dialing digit (#) at the end of the dialing sequence. The Company will not record any other dialed digits for these calls.

(4) Service Class Routing: This option provides the capability of directing originating traffic from a Local Switching Center to a Trunk group to a Customer designated premises, based on the line class of service and service prefix indicator. A domestic Interexchange Carrier may not order more than four different routes per Local Switching Center or Access Tandem. An international Interexchange Carrier may order up to four additional routes.

(5) Feature Group D with 950 Access (Feature Group B): This option, if made available by the Company, provides for the routing of originating calls, dialed using a 950-10XX or 950-1XXX Access Code, to the FGD Customer using FGD signaling protocols and technical specification. The Customer is responsible for distinguishing between standard FGD calls and 950-dialed calls delivered over the same trunks.

(6) Basic Initial Address Message Delivery: This option permits the following optional SS7 signaling call setup parameters: User Service Information, Called Party Number, calling Party Number, Charge Number, Originating Line Information, Transit Network Selection, Carrier Selection, Service Code and Access Transport.

4. **SWITCHED ACCESS SERVICE**, (Cont'd)

4.4 Switched Access Optional Features, (Cont'd)

4.4.2 Feature Group D Optional Features, (Cont'd)

(A) Common Switching Optional Features, (Cont'd)

(7) Called Directory Number Delivery: This option provides the Customer with the telephone number to which the call was directed. The seven or ten digit number is provided as part of the in-band transmission with MF signaling. The Called Directory Number Delivery feature is associated on a call-by-call basis with all individual transmission paths in a Trunk group routed from an Access Tandem or the originating Local Switching Center. This option is available except when FGD is provided with 950 access (Feature Group B) or Cut-Through features.

(8) Flexible Automatic Number Identification Delivery: This feature is a network enhancement to ANI. The feature is available on inbound signaling or in the Originating Line Information Parameter in the Basic Initial Address Message Delivery optional feature for SS7 signaling. Flexible ANI will provide additional values for Information Indicator (II) digits that are associated with various classes of service not associated with the standard ANI digits. This feature may only be used in conjunction with ANI. The following Information Indicator codes are available: Confinement/Detention Facilities; Outward Wide Area Telecommunications Service; Cellular Service; Private Pay Station; and, Access for Private Virtual Networks.

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7. SPECIAL CONSTRUCTION

7.1 Special Construction

7.1.1 Basis for Rates and Charges

Rates and charges for special construction will be determined by the Company on an Individual Case Basis and based, in part, on the costs incurred by the Company and may include (1) non-recurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) combinations thereof.

7.1.2 Termination Liability

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

(A) The termination liability period is the initial service term with respect to said specially constructed facilities.

(B) The amount of maximum termination liability is equal to the rates and charges established pursuant to Section 7.1.1 above:

(C) The applicable termination liability charge is based on the normal method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 7.1.2.(B) above by a factor related to the unexpired period of liability and the discount rate for return and contingencies. This product is adjusted to reflect applicable taxes.

7.2 Individual Case Basis Arrangement

When the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be determined on an individual case basis. Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis.

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9. SPECIAL ACCESS SERVICE

Special Access Service provides a transmission path to connect customer designated premises, directly, or through a Telephone Company hub or hubs where bridging or multiplexing functions are performed, or to connect a customer designated premises and a WATS Serving Office, or to connect a customer designated premises to a Public Packet Data Network Service. Special Access Service includes all exchange access not utilizing Telephone Company end office switches.

The connections provided by Special Access Service can be either analog or digital. Analog connections are differentiated by spectrum and bandwidth. Digital connections are differentiated by bit rate.

The Company provides Special Access Service under the terms and conditions of this Tariff at rates established on an individual case basis. Special Access Service provided by the Company are subject to technical capability and feasibility.

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12. RATES AND CHARGES

12.1 Reserved for Future Use.

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12. RATES AND CHARGES, (Cont'd)

12.2 Qwest Corporation d/b/a CenturyLink QC Territory

To the extent set forth below, New Horizons Communications Corp., with Arizona OCN 770H, assents to, adopts and concurs with the rates and charges of Qwest Corporation d/b/a CenturyLink QC's Access Service Tariff No. 4 in the State Arizona ("CenturyLink AZ Access Tariff No. 4") for the provision of Intrastate Access Services for those exchanges within the operating territory Qwest Corporation d/b/a CenturyLink QC in the State of Arizona.

12.2.1 Switched Access

(A) Local Transport

Local Transport – Installation
Per Entrance Facility

The nonrecurring charge rate charged by the Company is the applicable current rate, based on type of Switched Access Entrance Facility service, for Local Transport-Installation at CenturyLink AZ Access Tariff No. 4, Section 6.8.1(A).

Entrance Facility
Per Termination (Fixed)

The recurring rate charged by the Company is the applicable current rate, based on the type of Switched Access Entrance Facility, at CenturyLink AZ Access Tariff No. 4, Section 6.8.1(A).

Direct-Trunked Transport
Direct Trunked Facility
Per Mile

The recurring rate charged by the Company is the applicable current rate, based on the type of Switched Access Direct Trunked Facility at CenturyLink AZ Access Tariff No. 4, Section 6.8.1(B).

Direct-Trunked Transport
Direct Trunked Termination
Per Termination (Fixed)

The recurring rate charged by the Company is the applicable current rate, based on the type of Switched Access Direct Trunked Termination, at CenturyLink AZ Access Tariff No. 4, Section 6.8.1(B).

12. RATES AND CHARGES, (Cont'd)

12.2 Qwest Corporation d/b/a CenturyLink QC Territory, (Cont'd)

12.2.1 Switched Access (Cont'd)

(A) Local Transport (Cont'd)

Multiplexing
Per Arrangement

The recurring rate charged by the Company is the applicable current rate at CenturyLink AZ Access Tariff No. 4, Section 6.8.1(C)(3).

Tandem Switched Transport
Tandem Switching
Per Access Minute Per Tandem

In the event the Company provides Tandem Switching, the recurring rate charged by the Company is the current rate at CenturyLink AZ Access Tariff No. 4, Section 6.8.1(C)(2).

Tandem Switched Transport
Tandem Switched Facility
Per Access Minute Per Mile

The recurring rate charged by the Company is the current rate at CenturyLink AZ Access Tariff No. 4, Section 6.8.1(C)(1).

Tandem Switched Transport
Tandem Switched Termination
Per Access Minute Per Termination (Fixed)

The recurring rate charged by the Company is the current rate at CenturyLink AZ Access Tariff No. 4, Section 6.8.1(C)(1).

Tandem Switched Transport
Tandem Trunk Port Service
Per Trunk

The recurring rate charged by the Company is the current rate at CenturyLink AZ Access Tariff No. 4, Section 6.8.1(C)(4).

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12. RATES AND CHARGES, (Cont'd)

12.5 Qwest Corporation d/b/a CenturyLink QC Territory, (Cont'd)

12.2.1 Switched Access (Cont'd)

(B) End Office
Local Switching
Per Access Minute

The recurring rate charged by the Company is the current rate at CenturyLink AZ Access Tariff No. 4, Section 6.8.2(A).

Shared Port
Per Access Minute

The recurring rate charged by the Company is the current rate at CenturyLink AZ Access Tariff No. 4, Section 6.8.2(A).

Dedicated Trunk Port
Per Trunk, Per Month

The recurring rate charged by the Company is the current rate at CenturyLink AZ Access Tariff No. 4, Section 6.8.2(A).

(C) 8YY Database Access Service
Per Call/Query

The recurring rate charged by the Company is the applicable Basic or Premium Feature current rate at CenturyLink AZ Access Tariff No. 4, Section 6.8.2(A).

12.2.2 Reserved for Future Use.

12.2.3 Special Access Service

The Company provides Special Access Service under the terms and conditions of this Tariff at rates established on an individual case basis (ICB).

12.3 Reserved for Future Use.

12.4 Reserved for Future Use.

12.5 Reserved for Future Use.

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