Matrix | TELECOM ORIGINAL

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October 11, 2016

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

Arizona Corporation Commission
DOCKETED
OCT 11 2016
DOCKETED BY R.A.

Re: **Docket Nos. T-03228A-16-0136; T-20882A-16-0136**
Compliance Filing – Replacement Tariff
Matrix Telecom, LLC

Dear Sir or Madam:

Transmitted herewith on behalf of Matrix Telecom, LLC ("Matrix") is a replacement tariff to reflect the transfer of customers of TNCI Operating Company, LLC to Matrix Telecom, LLC pursuant to Decision No. 75714 in Docket Nos. T-03228A-16-0136 and T20882A-16-0136. Thank you for your time and attention to this matter. Please contact Leslie Ellis at (972) 910-1411, regulatory.affairs@impacttelecom.com or at the Company's principal address, if you have any questions regarding this filing.

Respectfully submitted,

Leslie Ellis
Manager, Regulatory Affairs

Enclosure

cc: Alex Valencia
Vice President, Government Affairs and Compliance

This tariff cancels and replaces Arizona C.C. Tariff No. 3 issued by TNCI Operating Company, LLC in its entirety.

ARIZONA TELECOMMUNICATIONS TARIFF

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

Matrix Telecom, LLC,
Successor in Interest to
TNCI Operating Company, LLC

433 E. Las Colinas Blvd., Suite 500
Irving, Texas 75039

This Tariff contains the descriptions, regulations and rates applicable to the furnishing of intrastate switched exchange access telecommunications services provided by Matrix Telecom, LLC, Successor in Interest to TNCI Operating Company LLC ("Company") in the absence of a separate interconnection agreement between Company and carriers who interconnect with Company's network in the State of Arizona. This Tariff is on file with the Arizona Corporation Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business at 433 E. Las Colinas Blvd., Suite 500, Irving, Texas 75039.

Issued: October 11, 2016

Effective: November 11, 2016

Issued by:

Robert Beaty, Chief Executive Officer
433 E. Las Colinas Boulevard, Suite 500
Irving, Texas 75039

CHECK SHEET

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

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EXPLANATION OF SYMBOLS

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

(C) To signify changed regulation or rate structure.

(D) To signify discontinued material.

(I) To signify an increased rate.

(M) To signify a move in the location of text.

(N) To signify a new rate or regulation.

(R) To signify a reduced rate.

(T) To signify a change in text but no change in rate or regulation.

DEFINITIONS

Certain terms used generally throughout this Tariff are described below.

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

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

Carrier or Common Carrier: See Interexchange Carrier.

Company: Matrix Telecom, LLC, successor in interest to TNCI Operating Company LLC, the issuer of this Tariff.

Commission: The Arizona Corporation Commission.

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

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

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

DEFINITIONS, Continued

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

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

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

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

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

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

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

DEFINITIONS, Continued

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

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

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

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

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

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

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

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

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

APPLICATION OF TARIFF

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

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

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

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

REGULATIONS

2.1 UNDERTAKING OF COMPANY

2.1.1 Scope

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

2.1.2 Shortage of Facilities

All Service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing Services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

2.1.3 Terms and Conditions

A. Service is provided on the basis of a minimum period of at least one month, twenty four (24) hours per day, unless otherwise deemed Incidental Service. For the purpose of computing charges in this Tariff, a month is considered to have thirty (30) calendar days.

B. Customers may be required to execute any other documents as may be reasonably requested by the Company.

C. This Tariff shall be interpreted and governed by applicable federal law, state laws, and Commission regulations, as may apply, regardless of choice of laws and regulation provisions.

REGULATIONS, Continued

2.1 UNDERTAKING OF COMPANY, Continued

2.1.4 Limitations on Liability

A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these Services or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7.

B. Except for the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service or any failure in or breakdown of facilities associated with the Service.

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

REGULATIONS, Continued

2.1 UNDERTAKING OF COMPANY, Continued

2.1.4 Limitations on Liability, Continued

D. The Company shall not be liable for any claims for loss or damages involving:

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

2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

3. Any unlawful or unauthorized use of the Company's facilities and services;

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

REGULATIONS, Continued

2.1 UNDERTAKING OF COMPANY, Continued

2.1.4 Limitations on Liability, Continued

D. Continued

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

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or Services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Section 2.1.4, preceding;

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

8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;

REGULATIONS, Continued

2.1 UNDERTAKING OF COMPANY, Continued

2.1.4 Limitations on Liability, Continued

D. Continued

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

11. Any non-completion of calls due to network busy conditions;

12. Any calls not actually attempted to be completed during any period that Service is unavailable.

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

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

REGULATIONS, Continued

2.1 UNDERTAKING OF COMPANY, Continued

2.1.4 Limitations on Liability, Continued

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

1. overt action, omissions, interruptions, delays, errors, other defects or misrepresentations, or the facilities of a local exchange carrier;

2. Customer Provided Equipment; or

3. an End User or Customer.

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

REGULATIONS, Continued

2.1 UNDERTAKING OF COMPANY, Continued

2.1.5 Provision of Equipment and Facilities

A. Except as otherwise indicated, CPE located at the Customer's premises for use in conjunction with this Service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

B. The Company shall not be responsible for the installation, operation or maintenance of any CPE. Where such equipment is connected to Service furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of Services under this Tariff and to the maintenance and operation of such Services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:

1. the through transmission of signals generated by CPE or for the quality of, or defects in, such transmission; or

2. the reception of signals by CPE; or

3. network control signaling where such signaling is performed by CPE.

2.1.6 Ownership of Facilities

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

REGULATIONS, Continued

2.2 PROHIBITED USES

A. The Services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.

B. The Company may require Service Customers who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.

C. The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.

D. A Customer, joint user, or authorized user may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company. The Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to the Company for regulated access Services. Such a transfer will be treated as a disconnection of existing Service and installation of new Service, and non-recurring installation charges as stated in this Tariff will apply.

REGULATIONS, Continued

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.1 Customer Premises Provisions

A. The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.

B. The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.3.2 Liability of the Customer

A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

B. To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any Service provided by the Company to such third party.

REGULATIONS, Continued

2.3 Obligations of the Customer, Continued

2.3.2 Liability of the Customer, Continued

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

REGULATIONS, Continued

2.4 CUSTOMER EQUIPMENT AND CHANNELS

2.4.1 Interconnection of Facilities

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

2.4.2 Inspections

A. The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of CPE and in the wiring of the connection of Customer channels to Company-owned facilities.

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

REGULATIONS, Continued

2.5 CUSTOMER ADVANCED PAYMENTS AND DEPOSITS

2.5.1 Advance Payments

Company does not collect Advanced Payments.

2.5.2 Deposits

Company does not collect Deposits.

2.6 PAYMENT ARRANGEMENTS

2.6.1 Payment for Service

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

Taxes

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

REGULATIONS, Continued

2.6 PAYMENT ARRANGEMENTS, Continued

2.6.2 Billing and Collection of Charges

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

A. The billing date shall be printed on the bill and the date rendered shall be the mailing date. All payments shall be made at or mailed to the office of the Customer or to the Customer's duly authorized representative.

B. The Company shall present invoices monthly to the Customer, which shall be due and payable within thirty (30) calendar days after the date of the invoice. Usage charges will be billed monthly for the preceding billing period.

C. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon receipt of payment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be 1.5 percent per month.

D. For any payment submitted by the Customer that a financial institution refuses to honor, the Customer will be assessed an amount not exceeding the amount allowed by law.

E. Where any undercharge in billing of a Customer is the result of a Company's mistake, Company will send an invoice to Customer for applicable charges up to twenty four (24) months from the date the services were provided.

F. For non-Incidental Service, delinquent accounts for which payment has not been received may be terminated 30 days after the date the bill is rendered. Billing of the Customer by the Company will begin on the Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

REGULATIONS, Continued

2.6 PAYMENT ARRANGEMENTS, Continued

2.6.3 Billing Disputes

A. General

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

B. Late Payment Charge

1. The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount under Section 2.6.2.B.

2. In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.

3. In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the total billed amount and be subject to the late payment charge.

REGULATIONS, Continued

2.6 PAYMENT ARRANGEMENTS, Continued

2.6.3 Billing Disputes, Continued

C. Adjustments or Refunds to the Customer

1. In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.

2. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.

3. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the Service, the Company will issue a refund.

4. All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

REGULATIONS, Continued

2.6 PAYMENT ARRANGEMENTS, Continued

2.6.3 Billing Disputes, Continued

D. Unresolved Billing Disputes

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

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

REGULATIONS, Continued

2.6 PAYMENT ARRANGEMENTS, Continued

2.6.4 Discontinuance or Suspension of Service for Cause

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

A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving five (5) business days prior written notice to the Customer, suspend Service without incurring any liability.

B. Upon violation of any other terms or conditions described herein for furnishing Service, the Company may, by giving ten (10) business days prior notice in writing to the Customer, discontinue or suspend Service without incurring any liability.

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

D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company will follow procedures provided in federal bankruptcy code.

E. Upon any governmental prohibition or required alteration of the Services provided or any violation of an applicable law or regulation, the Company may immediately discontinue or suspend Service without incurring any liability.

F. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue Service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any applicable reconnection charges.

REGULATIONS, Continued

2.6 PAYMENT ARRANGEMENTS, Continued

2.6.4 Discontinuance or Suspension of Service for Cause, Continued

G. Upon the Company's discontinuance or suspension of Service to the Customer under Section 2.6.4(A) or 2.6.4(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such Services would have otherwise been provided to the Customer to be immediately due and payable.

H. Discontinuance or Suspension of Service for Incidental Service shall mean that Customer will be precluded from terminating traffic on Company's network, or receiving calls originated on Company's network.

I. In the event non-Incidental Service is terminated, unless immediate termination is necessary in order to protect network integrity or in instances of fraud or other unlawful action on the part of the Customer, Company will provide written termination notice to Customer five (5) days prior to disconnection, as set forth in A.A.C. R14-2-509 D and E, of Company's intent to disconnect service. Notice will contain the name of the Customer whose service is to be terminated and the Service being terminated; Company's rules or regulations that were violated and explanation thereof or the amount of the bill which the Customer has failed to pay in accordance with the payment policy of the Company, if applicable; The date on or after which service may be terminated; and a statement advising the Customer to contact the Company at a specific phone number for information regarding any deferred billing or other procedures which the Company may offer or to work out some other mutually agreeable solution to avoid termination of the Customer's service.

2.6.5 Customer Overpayment

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

REGULATIONS, Continued

2.7 ALLOWANCES FOR INTERRUPTION OF SERVICE

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

A. Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common Carriers connected to the service of the Company;

B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;

C. Due to circumstances or causes beyond the control of the Company;

D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

E. During any period in which the Customer continues to use the service on an impaired basis;

F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

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

H. That was not reported to the Company within thirty (30) calendar days of the date that service was affected.

2.7.2 Use of Another Means of Communications

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

REGULATIONS, Continued

2.8 CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF THE NETWORK

2.8.1 Unauthorized Use of the Network

A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's Services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's Services provided under this Tariff, or uses specific Services that are not authorized.

B. The following activities constitute fraudulent use:

1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the Service;

2. Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's Tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's Services;

3. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

REGULATIONS, Continued

2.8 CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF THE NETWORK, Continued

2.8.1 Unauthorized Use of the Network, Continued

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

2.8.2 Liability for Unauthorized Use

A. Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for Services provided under this Tariff furnished to the Customer. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or CPE by, including, but not limited to the Customer's employees, third parties, or the public.

B. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including, but not limited to, Service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary, or punitive charges.

C. The Customer is responsible for payment of any charges related to the suspension of Service and any charges for reconnection of Service, incurred as a result of unauthorized use of the Network.

REGULATIONS, Continued

2.9 APPLICATION OF RATES

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

2.9.1 Charges Based on Duration of Use

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

A. Originating Traffic

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

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

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

REGULATIONS, Continued

2.9 APPLICATION OF RATES, Continued

2.9.1 Charges Based on Duration of Use, Continued

B. Terminating Traffic, Continued

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

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

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

SERVICE DESCRIPTIONS

3.1 INTRASTATE SWITCHED EXCHANGE ACCESS SERVICES

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

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

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

Terminating Switched Exchange Access provides trunk side equivalent access to the Company's Network for the Customer's use in originating and terminating communications.

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

Local Telephone Exchange Service provides local traffic transport and termination where all traffic is within the same local calling area.

SERVICE DESCRIPTIONS, Continued

3.1 INTRASTATE SWITCHED EXCHANGE ACCESS SERVICES, Continued

3.1.1 Standard Rate Categories

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

A. End Office Switching

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

SERVICE DESCRIPTIONS, Continued

3.1 INTRASTATE SWITCHED EXCHANGE ACCESS SERVICES, Continued

3.1.1 Standard Rate Categories, Continued

B. Switched Transport

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

SERVICE DESCRIPTIONS, Continued

3.1 INTRASTATE SWITCHED EXCHANGE ACCESS SERVICES, Continued

3.1.2 Toll Free Database Access Service

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

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

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

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

SERVICE DESCRIPTIONS, Continued

3.1 INTRASTATE SWITCHED EXCHANGE ACCESS SERVICES, Continued

3.1.2 Toll Free Database Access Service, Continued

B. POTS Translation Charge

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

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

C. Toll Free Routing Options Charge

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

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

SERVICE DESCRIPTIONS, Continued

3.1 INTRASTATE SWITCHED EXCHANGE ACCESS SERVICES, Continued

3.1.3 Local Telephone Exchange Service

Local Telephone Exchange Service provides local traffic transport and termination where local traffic originates and/or terminates within the same local calling area. Local calling must actually originate and actually terminate to End Users physically located within the same common local or common mandatory local calling area. Local traffic includes traffic that terminates to an Internet Service Provider within the End User's local calling area. A Local Telephone Exchange Service reciprocal compensation charge applies for transport and termination of local traffic. This Service is applicable in the instances where the Company does not have an interconnection agreement (ICA) in place with the interconnecting carrier and until an ICA is negotiated and approved between the Company and the providers subject to tariff.

SERVICE DESCRIPTIONS, Continued

3.2 VOICE OVER INTERNET PROTOCOL – PUBLIC SWITCHED TELEPHONE NETWORK ("VOIP – PSTN") TRAFFIC

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

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

Intrastate VoIP – PSTN traffic is subject to the Company's applicable interstate switched access rate per minute, as set forth in its F.C.C. Tariff No. 1.

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

SERVICE DESCRIPTIONS, Continued

3.2 VOICE OVER INTERNET PROTOCOL – PUBLIC SWITCHED TELEPHONE NETWORK ("VOIP – PSTN") TRAFFIC, Continued

B. Calculations and Application of Percent-VoIP-PSTN Usage

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

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

2. Company will similarly calculate a factor (the "PVU-B") representing the percentage of Company's total terminating intrastate access MOU in the State that Company originates or terminates on its network in IP format. This PVU-B shall be based on information such as the number of Company's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

SERVICE DESCRIPTIONS, Continued

3.2 VOICE OVER INTERNET PROTOCOL - PUBLIC SWITCHED TELEPHONE NETWORK (VOIP-PTSN), Continued

B. Calculations and Application of Percent-VoIP-PSTN Usage, Continued

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

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

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

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

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

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

SERVICE DESCRIPTIONS, Continued

3.2 VOICE OVER INTERNET PROTOCOL – PUBLIC SWITCHED TELEPHONE NETWORK ("VOIP – PSTN") TRAFFIC, Continued

C. Initial PVU-A Factor

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

D. PVU Factor Updates

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

E. PVU Factor Verification

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

RATES

4.1 ACCESS SERVICES

	Maximum
4.1.1 Switched Exchange Access	
Originating, per access minute	$0.06000
Terminating, per access minute	See Note*
4.1.2 Toll Free Database Access Service	
Customer Identification Charge, per call	$0.00700
800 to POTS Number Translation, per call	$0.00730
Call Handling & Destination Feature Charge, per query	$0.00140
4.1.3 Local Telephone Exchange Service	
Local traffic transport and termination reciprocal compensation charge, per minute	$0.00070

4.2 MISCELLANEOUS SERVICES

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

4.3 INDIVIDUAL CASE BASIS ARRANGEMENTS

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

* Company adopts the corresponding terminating per minute switched exchange access rates contained in the Company's Tariff F.C.C. No. 9.

EFFECTIVE RATE SCHEDULE

ACCESS SERVICES

1. Switched Exchange Access

Originating, per access minute	$0.005425
Terminating, per access minute	See Note*

2. Toll Free Database Access Service

Customer Identification Charge, per call	$0.003500
800 to POTS Number Translation, per call	$0.003665
Call Handling & Destination Feature Charge, per query	$0.000694

3. Local Telephone Exchange Service

Local Telephone Exchange Service, per access minute	$0.000700

MISCELLANEOUS SERVICES

Presubscription

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

* Company adopts the corresponding terminating per minute switched exchange access rates contained in the Company's Tariff F.C.C. No. 9.