ORIGINAL

INTRASTATE LOCAL SERVICE

ONVOY, INC.

D/B/A ONVOY VOICE SERVICES

REGULATIONS AND SCHEDULE OF CHARGES

APPLYING TO

INTRASTATE LOCAL SERVICE

FURNISHED BY ONVOY, INC.

IN THE STATE OF ARIZONA

This tariff ("Tariff") contains the descriptions, regulations, and rates applicable to the furnishing of local services offered by Onvoy, Inc. to Customers located within the State of Arizona. This Tariff is on file with the Arizona Corporation Commission.

Onvoy Regulatory Manager
300 South Highway 169, Suite 700
Minneapolis, Minnesota 55426

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DECISION # 73647

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

PARTICIPATING CARRIERS

None

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

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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 increased rate.

M - To signify a move in the location of text.

N - To signify new rate or regulation.

R - To signify reduced rate.

S - To signify reissued matter.

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

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SECTION 1 - APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of competitive intrastate local services within Arizona by Onvoy, Inc. d/b/a Onvoy Voice Services (hereinafter the Company).

This tariff is on file with the Arizona Corporation Commission, and will be maintained and made available for inspection during normal business hours at the Company's principal place of business: 300 South Highway 169, Suite 700, Minneapolis, MN 55426. This tariff is also available on the Company's web site at www.onvoy.com.

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INTRASTATE LOCAL SERVICE

SECTION 2. RULES AND REGULATIONS

I. Undertaking of the Company

A. Scope

(1) The Company shall be responsible only for the installation, operation and maintenance of the services it provides.

(2) The Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.

(3) The Company will provide services subject to the availability of facilities.

(4) When and where facilities are so available, the Company will provide services 24 hours daily, seven days per week, except as set forth in other applicable sections of this tariff.

(5) The Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.

B. Limitations

(1) The Customer may not assign or transfer the use of services provided under this tariff; however, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:

(a) another Customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or

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SECTION 2. RULES AND REGULATIONS

I. Undertaking of the Company (Continued)

B. Limitations (Continued)

(1) (Continued)

(b) court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer which acknowledgment shall be made within fifteen (15) days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

(2) The use and restoration of services shall be in accordance with Part 64, Subpart D or the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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SECTION 2. RULES AND REGULATIONS

I. Undertaking of the Company (Continued)

B. Limitations (Continued)

(3) Subject to compliance with the limitations in this Section 2.I.B, the services offered herein will be provided to Customers on a first-come, first-served basis. First-come, first-served shall be based upon the received time and date stamped by the Company on Customer orders which contain the information as required for each respective service as delineated in other sections of this tariff. Customer orders shall not be deemed to have been received until such information is provided. Should questions arise which preclude order issuance due to missing information or the need for clarification, the Company will attempt to seek such missing information or clarification on a verbal basis.

C. Liability

(1) With respect to any claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, and subject to the provisions of this Section 2.I.C, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this tariff as a Credit Allowance for a Service interruption.

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SECTION 2. RULES AND REGULATIONS

I. Undertaking of the Company (Continued)

C. Liability (Continued)

(2) The Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.

(3) Emergency 911 Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the customer, or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by: (i) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service; or (ii) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service. Neither is Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Emergency 911 service features and the equipment associated therewith, or by any services furnished by Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 service, and which arises out of the negligence or other wrongful act of Company, the customer, its users, agencies or municipalities, or the employees or agents of any one of them.

(4) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from its use of services offered under this tariff, involving:

(a) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communications;

(b) Claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by the Customer; or

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SECTION 2. RULES AND REGULATIONS

I. Undertaking of the Company (Continued)

C. Liability (Continued)

(c) All other claims arising out of any act or omission of the Customer in the course of using services provided pursuant to this tariff.

(5) The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from any and all claims by any person relating to the Customer's use of services so provided.

(6) With respect to the provision of directory listing service, no liability for damages arising from publishing the telephone number of Non-Published service in the telephone directory or disclosing the telephone number to any person shall attach to the Company. Where such number is published in the telephone directory, the Company's liability shall be limited to a refund not exceeding the amount of any charges associated with the directory listing in which the error or omission occurs. Company in accepting listings as prescribed by applicants or customers, will not assume responsibility for the result of the publication of such listings in directories, nor will the company be a party to controversies arising between customers or others as a result of such publication.

(a) The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by refusing to disclose a Non-Published telephone number upon request or by the publication of the number of a Non-Published service in the telephone directory or disclosing of such number to any person.

(b) When a customer with a Non-Published telephone number places a call to the Emergency 911 service, Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 service. By subscribing to service under this Tariff, the customer agrees to the release of such information under the above provision.

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SECTION 2. RULES AND REGULATIONS

I. Undertaking of the Company (Continued)

C. Liability (Continued)

(c) The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly by the publication of a listing which the customer has requested be omitted from the telephone directory or the disclosing of such a listing to any person. Where such a listing is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the particular Non-Listed service.

(7) No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the Customer against claims of patent infringement arising solely from the use by the Customer of services offered under this tariff and will indemnify such Customer for any damages awarded based solely on such claims.

(8) The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in Section 2.IV.D following.

D. Provision of Services

The services offered under the provisions of this tariff are subject to the availability of facilities. The Company, to the extent that such services are or can be made available with reasonable effort, will provide to the customer, upon reasonable notice, services offered in other applicable sections of this tariff at rates and charges specified therein.

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SECTION 2. RULES AND REGULATIONS

I. Undertaking of the Company (Continued)

E. Service Maintenance

The services provided under this tariff shall be maintained by the Company. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

F. Changes and Substitutions

Except as provided for equipment and systems subject to F.C.C. Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Company may, where such action is reasonably required in the operation of its business, (1) substitute, change or rearrange any facilities used in providing service under this tariff, (2) change minimum protection criteria, (3) change operating or maintenance characteristics of facilities or (4) change operations or procedures of the Company. In case of any such substitution, change or rearrangement, the transmission parameters will be within the ranges set forth in Sections 4 and 5 following. The Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance.

If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the customer to determine reasonable notification procedures.

G. Refusal and Discontinuance of Service

(1) If the customer fails to comply with Section 2.I.F preceding or Sections 2.II, 2.III or 2.IV following, including any payments to be made by it on the dates and times herein specified, the Company may, on five (5) days' written notice, refuse additional applications for service and/or refuse to complete any pending orders for service at any time thereafter.

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SECTION 2. RULES AND REGULATIONS

I. Undertaking of the Company (Continued)

G. Refusal and Discontinuance of Service (Continued)

(2) If the customer fails to comply with Section 2.I.F preceding or Sections 2.II, 2.III or 2.IV following, including any payments to be made by it on the dates and times herein specified, the Company may, on five (5) days' written notice, discontinue the provision of the services involved at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the notice, and the customer's noncompliance continues nothing contained herein shall preclude the Company's right to discontinue the provision of the services involved without further notice to the noncomplying customer.

H. Notification of Service-Affecting Activities

The Company will provide the customer timely notification of service-affecting activities that may occur during the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific; they affect many customer services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the customer to determine 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.

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SECTION 2. RULES AND REGULATIONS

I. Undertaking of the Company (Continued)

I. Coordination with Respect to Network Contingencies

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, subject to the Restoration Priority requirements of Part 64 of the F.C.C.'s Rules.

J. Provision and Ownership of Telephone Numbers

The Company reserves the reasonable right to assign, designate or change telephone numbers or the serving central office prefixes associated with such numbers when necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Company will furnish to the customer six (6) months' notice, by Certified U.S. Mail, of the effective date and an explanation of the reason (s) for such change(s). In the case of emergency conditions, however, e.g., a fire in a wire center, it may be necessary to change a telephone number without six (6) months' notice in order to provide service to the customer.

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SECTION 2. RULES AND REGULATIONS

II. Use

A. Interference or Impairment

(1) The characteristics and methods of operation of any circuits, facilities or equipment provided by any party other than the Company and associated with the facilities utilized to provide services under this tariff shall not interfere with or impair service over any facilities of the Company or its affiliates; cause damage to their plant; impair the privacy of any communications carried over their facilities, or, create hazards to the employees of any of them or the public.

(2) Except as provided for equipment or systems subject to the F.C.C. Part 68 Rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with Section 2.II.A.1 preceding, the Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions, as set forth in 2.IV.D following, is not applicable.

B. Unlawful Use

The service provided under this tariff shall not be used for an unlawful purpose.

III. Obligations of the Customer

A. Damages

The customer shall reimburse the Company for damages to the Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the customer, or resulting from improper use of the Company facilities, or due to malfunction of any facilities or equipment provided for or by the customer. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

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SECTION 2. RULES AND REGULATIONS

III. Obligations of the Customer (Continued)

B. Ownership or Control of Facilities

Facilities owned or leased by the Company and utilized by it to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the customer in as good a condition as reasonable wear will permit.

C. Availability for Testing

The facilities provided under this tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

D. Balance

All signals for transmission over the services provided under this tariff shall be delivered by the customer balanced to ground except for ground start, duplex (DX) and McCulloh-Loop (Alarm System) type signaling and dc telegraph transmission at speeds of 75 baud or less.

E. Design of Customer Services

Subject to the provisions of 1.VII preceding, the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

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SECTION 2. RULES AND REGULATIONS

III. Obligations of the Customer (Continued)

F. Claims and Demands for Damages

(1) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect, and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, or any circuit, apparatus, system or method provided by the customer.

(2) The customer shall defend, indemnify, and save harmless the Company from and against suits, claims, losses or damages including punitive damages, attorneys' fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Company's services provided under this tariff, including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff.

(3) The customer shall defend, indemnify, and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorneys, fees and court costs by the customer or third parties arising out of any act or omission of the customer in the course of using services provided under this tariff.

G. Coordination with Respect to Network Contingencies

The customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

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SECTION 2. RULES AND REGULATIONS

IV. Payment Arrangements and Credit Allowances

A. Payment of Rates, Charges and Deposits

(1) The Company will, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or which does not have established credit (except for a Customer which is a successor of a company which has established credit and has no history of late payments to the Company), to make a deposit prior to or at any time after the provision of a service to the Customer. The deposit will be held by the Company as guarantee of the payment of rates and charges. Such deposit may not exceed the actual or estimated rates and charges for the service for a two-month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to the prompt payment of bills.

(2) Customers may satisfy deposit requirements as follows: in cash, certified funds, money orders, acceptable bank letter of credit, acceptable third party guarantee, or other forms of security acceptable to the company.

(3) Deposits will be refunded to the Customer, along with accrued interest when one of the following conditions is met:

Service has been terminated or discontinued; or

A Customer is not currently delinquent and has made timely payment of bills for a period of twelve (12) consecutive months. Timely payment means that no more than two (2) bills during the previous twelve (12) months were paid beyond the due date; or

Service has not been suspended for non-payment with the previous twelve (12) months.

When service has been terminated or disconnected, the Company will deduct any and all unpaid amounts from the deposit and the difference will be refunded. Deposits held for Customers will accrue interest at the rate of 6% per year (simple interest), and will be credited or paid to the Customer upon the termination of service.

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INTRASTATE LOCAL SERVICE

SECTION 2. RULES AND REGULATIONS

IV. Payment Arrangements and Credit Allowances. (Continued)

A. Payment of Rates, Charges and Deposits (Continued)

(4) 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 or discontinued during the preceding billing period. In addition, the Company shall bill, in advance, charges for all services to be provided during the ensuing billing period except for charges associated with service usage which will be billed in arrears. The bill day (i.e., the billing date of a bill for a customer for PRI Service under this tariff), the period of service each bill covers and the payment date is as follows:

(a) The Company will establish a bill day each month for each Customer account. The bill will cover non-usage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled non-usage sensitive charges for prior periods, and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for, prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due as set forth in (b) following. If payment is not received by the payment date, as set forth in (b) following, in immediately available funds, a late payment penalty will apply as set forth in (b) following.

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SECTION 2. RULES AND REGULATIONS

IV. Payment Arrangements and Credit Allowances (Continued)

A. Payment of Rates, Charges and Deposits (Continued)

(4) (Continued)

(b) All bills dated, as set forth in (a) preceding, for service provided to the customer by the Company, are due thirty (30) days (payment date) after the bill day and are payable in immediately available funds.

If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed) payment for such bills will be due from the customer as follows:

If such payment date falls on a Sunday or on a Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday. If such payment date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday.

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INTRASTATE LOCAL SERVICE

SECTION 2. RULES AND REGULATIONS

IV. Payment Arrangements and Credit Allowances (Continued)

A. Payment of Rates, Charges and Deposits (Continued)

(4) (Continued)

(b) (Continued)

Further, if any portion of the payment is received by the Company after the payment date as set forth in (a) preceding or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, 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 payment date times a late factor. The late factor is one and one-half percent (1.5%) per month calculated on the unpaid portion of the principal balance at the time that the next invoice is generated.

(c) In the event that a billing dispute concerning any charges billed to the customer by the Company is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in (b) preceding.

(d) If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Arizona Corporation Commission. The address of the Commission is as follows:

Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

Website for consumer complaints:
http://www.azcc.gov/divisions/utilities/consumerservices.asp

Phoenix Office Telephone Numbers:
(602) 542-4251
(800) 222-7000

Tucson
(520) 628-6550
(800) 535-0148

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INTRASTATE LOCAL SERVICE

SECTION 2. RULES AND REGULATIONS

IV. Payment Arrangements and Credit Allowances. (Continued)

A. Payment of Rates, Charges and Deposits (Continued)

(5) Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days or major fraction of days based on a thirty (30) day month.

(6) The Company will, upon request, furnish within thirty (30) days of a request at no charge to the customer such detailed information as may reasonably be required for verification of any bill.

(7) When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

B. Minimum Periods

The minimum periods for which services are provided and for which rates and charges are applicable is one (1) month, except as otherwise specified.

C. Cancellation of an Order for Service

Provisions for the cancellation of an order for service are set forth in Section 6.C

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SECTION 2. RULES AND REGULATIONS

IV. Payment Arrangements and Credit Allowances. (Continued)

D. Credit Allowance for Service Interruptions

(1) General

A service is interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this tariff or in the event that the protective controls applied by the Company result in the complete loss of service by the customer as set forth in 6.5.1 following. An interruption period starts when an inoperative service is reported to the Company, or when the Company becomes aware of the service interruption, and ends when the service is operative.

(2) When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the customer, shall be as follows:

(a) The adjustment shall be, at a minimum, a credit on the monthly bill for basic local exchange service and any associated taxes and surcharges proportional to the duration of the service interruption, with each occurrence of the loss of service for eight or more hours during the 24-hour period counting as one day. For the purpose of administering this paragraph, every month is considered to have 30 days. The customer shall be credited for an interruption of eight (8) hours or more at the rate of 1/30 of any applicable monthly rates.

(b) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any monthly rate for the service interrupted in any one monthly billing period.

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SECTION 2. RULES AND REGULATIONS

IV. Payment Arrangements and Credit Allowances. (Continued)

D. Credit Allowance for Service Interruptions (Continued)

(3) When a Credit Allowance Does Not Apply

No credit allowance will be made for:

(a) Interruptions caused by the negligence of the customer.

(b) Interruptions of a service due to the failure of equipment or systems provided by the customer or others.

(c) Interruptions of a service during any period in which the Company is not afforded access to the location where the service is terminated.

(d) Interruptions of a service for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the customer. Thereafter, a credit allowance as set forth in Section 2.IV.D.2 preceding applies.

(e) Periods when the customer continues to use the service on an impaired basis.

(f) Periods of temporary discontinuance as set forth in 2.II.A.2 preceding.

(g) Interruption of service caused by a customer's failure to provide notification to the Company of media-stimulated mass calling events.

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SECTION 2. RULES AND REGULATIONS

IV. Payment Arrangements and Credit Allowances. (Continued)

D. Credit Allowance for Service Interruptions (Continued)

(4) Temporary Surrender of a Service

In certain instances, the customer may be requested by the Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of thirty (30) minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one (1) monthly billing period.

E. Title or Ownership Rights

The payment of rates and charges by customers for the services offered under the provisions of this tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Company in the provision of such services.

V. Denial or Discontinuance of Service

A. Disconnection Without Notice. The Company will not deny or discontinue service to a customer without prior written notice except for the following reasons:

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

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

(3) If service, having already been properly discontinued, has been restored by someone not authorized by the company and the original cause for discontinuance has not been cured.

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SECTION 2. RULES AND REGULATIONS

V. Denial or Discontinuance of Service (Continued)

A. Disconnection Without Notice (Continued)

(4) Violation of any Commission rule or effective Tariff that may adversely affect the safety of any person or the integrity of the provider's service.

(5) Failure to comply with municipal ordinances or other laws pertaining to telecommunications service that may adversely affect the safety of any person or the integrity of the provider's service.

(6) Failure of the customer to permit the provider reasonable access to its facilities or equipment.

(7) Customer equipment is non-compliant with Federal Communication Commission equipment specifications thereby causing or contributing to Service interruptions, malfunctions, or unusual or excessive Service maintenance requirements.

(8) The customer obtained service by subterfuge. Subterfuge includes, without limitation:
Obtaining service in another person's name with the intent to avoid outstanding charges; or
Applying for new service at a location:
(a) where a person has outstanding charges for jurisdictional service including outstanding charges for any associated taxes and surcharges; and
(b) where such person continues to reside.

B. Disconnection with Notice

The Company may temporarily suspend or permanently discontinue service and may sever the connection and remove any of its equipment from the customer's premises after at least 5 days written notice only for one of the following reasons:

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INTRASTATE LOCAL SERVICE

SECTION 2. RULES AND REGULATIONS

V. Denial or Discontinuance of Service (Continued)

B. Disconnection with Notice (Continued)

(1) Non-payment of any past due bill for service and any associated taxes and surcharges. Solely for the purposes of this paragraph, a bill is past due if not paid within 30 days of the due date which must be at least 15 days after the billing date.

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

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INTRASTATE LOCAL SERVICE

SECTION 2. RULES AND REGULATIONS

VI. Restoration of Service

The use and restoration of service in emergencies may be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.

When a customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of a Company service order, service will be restored only upon the basis of application for new service. A customer whose service has been discontinued for failure to establish credit or for nonpayment of bills will be required to pay the unpaid balance due Company before service is restored. Whenever service has been discontinued for fraudulent or other unlawful use, Company may, before restoring service, require the customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate such fraudulent or otherwise unlawful uses and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

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INTRASTATE LOCAL SERVICE

SECTION 3. DEFINITIONS

Certain terms used generally throughout this tariff for the Access Services of the Company are defined below.

Access Code: A uniform five or seven digit code assigned by the Company to an individual customer. The five digit code has the form 10XXX, and the seven digit code has the form 101XXXX.

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

Carrier or Common Carrier: See Exchange Carrier.

Company: Onvoy, Inc., which is the issuer of this tariff.

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.

Duplex Service: Service which provides for simultaneous two-way transmission.

End User: An End User is any customer of a telecommunications services from this tariff and is not a carrier.

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

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

Interexchange Carrier (IXC) 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.

Kbps: Kilobits 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.

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 per second.

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INTRASTATE LOCAL SERVICE

SECTION 3. DEFINITIONS

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

On-Net: Refers to services where all originating and terminating points are on Company owned or operated facilities.

Premises: The space occupied by a Customer 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 both intraLATA toll calls and/or interLATA 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 Local 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 Local Services executed by the Customer and the Company in a format devised by the Company. The signing of a Service Order 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 Local Services offered on the Company's Network.

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

Wire Center: buildings in which central offices, used for the provision of Local Exchange services, are located.

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INTRASTATE LOCAL SERVICE

SECTION 4. EXCHANGE AREAS

I. List of Exchanges

The Company offers service in and incorporates by reference the exchange maps included in the Qwest Corporation d/b/a CenturyLink QC Arizona local tariff.

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INTRASTATE LOCAL SERVICE

SECTION 5. SERVICE DESCRIPTIONS AND RATES

I. Integrated Services Digital Network (ISDN)

A. Description of Service

(1) Integrated Services Digital Network (ISDN) is a digital standard that provides an integrated voice or data capability to the customer premises facility, utilizing the public switched telephone network. ISDN delivers voice, data and video by two standard methods of access. Primary Rate Interface (PRI) Service and Basic Rate Interface Service (BRS). The Company will only provide Primary Rate Interface service.

(2) PRI service has a capacity of 1.544 megabits per second (Mbps) and has multiple channels: 23 B-channels, and one D-Channel, and is also known as 23 B+D access. The 64-Kbps B-channels carry user information such as voice calls, circuit-switched data or video while the D-channel carries the call-control signaling information. The B-channels may be provisioned on the same facility as the D-channel or on other PRI T1 facilities. Each B-channel is dedicated to inward, outward or 2-way traffic. The customer may use CPE to bond together 64 Kbps B-channels for the transmission of circuit-switched data or video.

(3) Directory Numbers: Primary Directory Number - A single telephone directory number is provided with each PRI service ordered.

(4) Directory Listings: One primary directory listing is provided per PRI service per customer.

(5) Emergency 911 services will be provided for all voice calls on PRI service.

B. Protection of the Network

(1) PRI service is furnished subject to central office availability and capacity, the availability of outside plant facilities, and the necessary central office billing capabilities.

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INTRASTATE LOCAL SERVICE

SECTION 5. SERVICE DESCRIPTIONS AND RATES

I. Integrated Services Digital Network (ISDN) (Continued)

B. Protection of the Network (Continued)

In the event customer equipment meets required specifications, but causes interference with current or future services, the Company reserves the right to notify the customer and modify the service to eliminate the interference or disconnect the service. In such case, termination charges do not apply.

(2) Upon notification by the Company that unauthorized transmissions are due to customer equipment or facilities, the customer or customer's authorized agent will correct the situation on an expeditious basis or service will be disconnected by the Company to protect the network. THE COMPANY DISCLAIMS LIABILITY FOR LOSSES WHICH MIGHT BE INCURRED AS A RESULT OF DISCONNECTING THE SERVICE AND DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. With respect to such equipment or service, the Company shall not be liable for any incidental or consequential damages, including, but not limited to any loss, or damage, arising out of customer's use of or inability to use the service or equipment, whether said use is in combination with other services or equipment, or separate from them.

(3) The Company maintains the right and option to check the output of any equipment used in the transmission of signals to or from the Customer premises for this service. This includes the Company provided facilities or other facilities used in conjunction with provision of PRI service such as CPE.

(4) The Company anticipates the use of other technologies to provide this service as they are developed. As other technologies are introduced, the interface specifications will be disclosed as required.

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INTRASTATE LOCAL SERVICE

SECTION 5. SERVICE DESCRIPTIONS AND RATES

I. Integrated Services Digital Network (ISDN) (Continued)

C. Availability, Installation and Maintenance

(1) The availability and functionality of PRI service capabilities may vary, or may not be available, dependent upon the type of central office switching system, related software controlling that switch, hardware and outside plant.

(2) The Company will furnish all installation and maintenance labor required to install, maintain and test the service from the Demarcation Point on the customer's property to the central office. The customer or property owner will be responsible for installation, maintenance, and testing of all wire and cable facilities and CPE on the customer side of the Demarcation Point. At the customer's option, the Company will provide installation, maintenance and testing as part of their non-regulated business.

(3) If there are any changes in inside wiring which require the Company to redesign the PRI service capability, the customer shall reimburse the Company for all cost incurred by the Company in making such a change. Should PRI service capability fail due to inside wiring not owned by the Company, or CPE, or power failure, the responsibility for failure shall be solely that of the customer and the Company shall not be liable.

(4) If PRI service should experience interruption, disconnection, error, performance failure, or some other out-of-service condition and last for more than 8 consecutive hours after the customer gives the Company notice of such out-of-service condition, except for problems caused by the customer's action, inside wiring, interface, customer premise power outage, and/or CPE, an out-of-service credit will be applied to the customer's bill. See Rules and Regulations, Interruptions to Service.

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INTRASTATE LOCAL SERVICE

SECTION 5. SERVICE DESCRIPTIONS AND RATES

I. Integrated Services Digital Network (ISDN) (Continued)

D. Circuit Switching Feature Descriptions

(1) Circuit Switched Services is an arrangement which provides the ability to originate and receive circuit-switched voice and/or data calls over 64 Kbps B channels. The customer may choose among the following Circuit-Switched features based upon application needs:

(2) Clear Channel Capability – A characteristic of the transmission path on the B channels that allow the full bandwidth of 64 Kbps to be available to the customer. Through the CPE, it is also possible to bond multiple B channels together to achieve greater bandwidth speeds.

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INTRASTATE LOCAL SERVICE

SECTION 5. SERVICE DESCRIPTIONS AND RATES

I. Integrated Services Digital Network (ISDN) (Continued)

E. Service Arrangements

(1) Voice/Data PRI (with DID)

A Voice/Data PRI with Direct Inward Dialing (DID) have 3 elements: the T-1, the Service Configuration, and a 2-way trunk/DID. This service configuration provides 23 B-channels and 1 D-channel. The B-channels carry user information such as voice calls, circuit-switched data or video. The D-channel handles signaling information.

(2) Data PRI 23B+D

This service configuration provides for 23 B-channels and 1 D-channel. The B-channels carry user information such as voice calls, circuit-switched data, or video while the D channel handles signaling information.

(3) Data PRI 24B

This service configuration provides for 24 channels. The B-channels carry user information such as voice calls, circuit-switched data, or video. The signaling information is provided by a D-Channel on the first T1 facility.

F. Direct Inward Dialing (DID)

(1) The Company will assign line numbers for direct inward dialing in blocks of numbers. When additional numbers are required, they will be made available as soon as the Company has equipment/numbers available for this purpose. The Company does not guarantee that line numbers will be made available in all cases.

(2) DID is an optional feature which can be purchased in conjunction with the Company's PRI Service. DID service transmits the dialed digits for all incoming calls allowing the Customer's equipment to route the incoming calls directly to individual stations corresponding to each individual number.

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INTRASTATE LOCAL SERVICE

SECTION 5. SERVICE DESCRIPTIONS AND RATES

I. Integrated Services Digital Network (ISDN) (Continued)

G. Rates and Charges

(1) Following are the monthly rate and nonrecurring charges for PRI service based on a one year contract:

	Maximum Monthly Rate	Maximum Non-Recurring Rate
1 Year Commitment		
Service Configuration:		
a. Voice/Data PRI (with DID)	$1,350.00	$1,000.00
b. Data PRI 23B+D	$1,350.00	$1,000.00
c. Data PRI 24B	$1,350.00	$1,000.00
DID Number charges:		
Group of 20 line numbers assigned	$7.00	$20.00

	Current Monthly Rate	Current Non-Recurring Rate
1 Year Commitment		
Service Configuration:		
a. Voice/Data PRI (with DID)	$675.00	$500.00
b. Data PRI 23B+D	$675.00	$500.00
c. Data PRI 24B	$675.00	$500.00
DID Number charges:		
Group of 20 line numbers assigned	$3.50	$10.00

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INTRASTATE LOCAL SERVICE

SECTION 5. SERVICE DESCRIPTIONS AND RATES

II. Dedicated Services

A. Ethernet Service

The Company provides point-to-point broadband communications services through 100Mbps and 1000Mbps Ethernet circuits, provided between locations designated by the Customer and/or between such locations and a Company hub, through fiber optic cable owned or controlled by Company.

B. Point-to-Point and Hub/Tail TDM Services

The Company provides high-speed point-to-point and hubhail broadband communications services through DS3, OC3, OC12, and OC-48 TDM Circuits, provided between locations designated by the Customer and/or between such locations and a Company hub, through fiber optic cable owned or controlled by Company. Services are typically provisioned over a SONET-ring network architecture.

C. Maximum Rates (on-net circuits only)

Service	Monthly Recurring	Nonrecurring
DS3 Point to Point	$1,040	$1,000
OC3 Point to Point	$2,595	$2,000
OC 12 Point to Point	$5,973	$3,000
OC12 Hub	$4,100	$3,000
OC48 Hub	$8,200	$5,000
DS3 Tail	$500	$1,000
OC3 Tail	$1,300	$2,000
OC 12 Tail	$3,000	$3,000
100 Mb Point to Point	$1,890	$2,000
1000 Mb Point to Point	$7,290	$5,000

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SECTION 5. SERVICE DESCRIPTIONS AND RATES

III. Supplemental Services

A. Directory Assistance

Company will connect PRI Service Customers to Directory Assistance (DA) for a fee as set forth below. A credit allowance for DA will be provided upon request if the Customer experiences poor transmission quality, is cut-off, receives an incorrect telephone number, or misdials the intended DA number (NPA+555-1212).

	Maximum Charge
Customer Dialed DA	$3.00
Operator Dialed DA	$4.00

B. Operator Service

Operator services are obtained by dialing "0", which will be answered by an operator. Calls placed dialing "00" will be answered by the operator of the designated long distance interexchange carrier. Charges for operator services provided by Company's underlying operator service provider will be billed on a pass through basis on the customer's monthly billing statement from Company. Customers may receive bills directly from other operator service providers whose services the customer may use.

Third Number Billed Calling: inbound and outbound operator assisted calling, in which the calling party identifies a third telephone number against which the call charges will be billed. The operator will validate that the owner of the third number agrees to pay for the call prior to the call being completed.

Collect Calling: Customer will have the ability to originate an outbound collect call. Customer will be able to accept an inbound collect call.

Person to Person: operator assisted calling, in which the calling party identifies by name the specific person that wish to speak with and the operator will get that specific person on the call prior to the call being completed.

	Maximum Charge
Operator Station-to-Station	$7.00
Person-to-Person	$9.00

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INTRASTATE LOCAL SERVICE

SECTION 5. SERVICE DESCRIPTIONS AND RATES

III. Supplemental Services (Continued)

C. IntraLATA/InterLATA Toll Presubscription

IntraLATA/InterLATA toll presubscription is a procedure whereby a Customer may select and designate an IntraLATA and/or InterLATA Toll Provider ("ITP") to access IntraLATA and/or InterLATA toll calls in Arizona without dialing an access code. The end user may designate an ITP for IntraLATA toll, a different carrier for InterLATA toll, or the same carrier for both. This ITP is referred to as the Customer preferred IntraLATA/InterLATA toll provider.

Presubscription Charge Application:

Initial Free Presubscription Choice for Customers

New customers (including an existing customer who orders an additional line) who subscribe to PRI service will be asked to select a primary ITP when they place an order for PRI Service. If a customer cannot decide upon either an IntraLATA and/or an InterLATA toll carrier at the time, the customer will be assigned a "No-PIC" and will have to dial an access code to make IntraLATA and/or InterLATA toll calls until such time as the customer has notified the Company that it has selected a primary ITP. Initial free selections available to Customers are:

1. Designating an ITP as their primary carrier, thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 101-XXXX or other required codes.

2. Choosing no carrier as a primary carrier thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Company.

	Maximum Charge
Presubscription Charge	$8.00

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INTRASTATE LOCAL SERVICE

SECTION 6. SPECIAL ARRANGEMENTS

I. Special Construction

A. Basis for Charges:

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

(1) non-recurring type charges

(2) recurring type charges

(3) termination liabilities; or

(4) some combination thereof.

B. Basis for Cost Computation

The costs referred to in 6.A preceding may include one or more of the following items to the extent they are applicable:

(1) Cost installed of the facilities to be provided included estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of

a. Equipment and materials provided or used
b. Engineering, labor and supervision
c. Transportation, and
d. Rights of ways;

(2) Cost of maintenance

(3) Depreciation on the estimated cost installed of any facilities provided, based on anticipated useful life of the facilities with an appropriate allowance for the estimated net salvage;

(4) Administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;

(5) License preparation, processing and related fees;

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INTRASTATE LOCAL SERVICE

SECTION 6. SPECIAL ARRANGEMENTS

I. Special Construction (Continued)

B. Basis for Cost Computation (Continued)

(6) Tariff preparation, processing and related fees;

(7) Any other identifiable costs related to the facilities provided; or

(8) An amount for return and contingencies.

C. Termination Liability

To the extent that there is no other requirement for use by the Company, termination liability may apply for facilities specially constructed at the request of the Customer. The termination liability period is the estimated service life of the facilities provided.

The amount of the maximum termination liability is equal to the estimated amounts for: cost installed of the facilities provided including estimated cost for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Costs installed include the costs of: equipment and materials provider or used; engineering, labor, supervision, transportation, and rights of way. Other costs include: license preparation, processing; tariff preparation and processing, cost of removal and restoration, and any other related fees or identifiable costs related to specially constructed or rearranged facilities.

The applicable termination liability method for calculating the unpaid balance of a term obligation is: the sum of the amounts determined as set forth above, multiplied by a factor related to the unexpired period of liability, multiplied by the discount rate of return and contingencies. The amount determined shall be adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

D. Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case by case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

INTRASTATE LOCAL SERVICE

SECTION 6. SPECIAL ARRANGEMENTS

I. Special Construction (Continued)

D. Individual Case Basis (ICB) Arrangements (Continued)

If the Company and a Customer enter in an ICB arrangement, the ICB arrangement may provide the Customer or Company with certain rights to terminate the arrangement. If the Customer or the Company exercises such a termination right, then upon the effective date of termination, the ICB rates will no longer apply.

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ORIGINAL

ONVOY, INC. D/B/A ONVOY VOICE SERVICES

ACCESS SERVICES TARIFF

Regulations and Schedule of Intrastate Access Rates

This tariff ("Tariff") contains the descriptions, regulations, and rates applicable to the furnishing of intrastate switched access services offered by Onvoy, Inc. d/b/a Onvoy Voice Services to Customers located within the State of Arizona. This Tariff is on file with the Arizona Corporation Commission.

By:

Onvoy Regulatory Manager
300 South Highway 169, Suite 700
Minneapolis, Minnesota 55426

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

PARTICIPATING CARRIERS

None

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

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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 increased rate.

M - To signify a move in the location of text.

N - To signify new rate or regulation.

R - To signify reduced rate.

S - To signify reissued matter.

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

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SECTION 1 - APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of competitive Intrastate switched access and special access services within Arizona by Onvoy, Inc. d/b/a Onvoy Voice Services (hereinafter the Company).

This Tariff does not apply to carriers with whom the Company has a written agreement for different intercarrier compensation.

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

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

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SECTION 2. GENERAL REGULATIONS

I. Undertaking of the Company

A. Scope

(1) The Company shall be responsible only for the installation, operation and maintenance of the services it provides.

(2) The Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.

(3) The Company will provide services subject to the availability of 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.

(4) When and where facilities are so available, the Company will provide services 24 hours daily, seven days per week, except as set forth in other applicable sections of this tariff. Service is provided on the basis of a minimum period of at least one month, 24-hours per day, unless otherwise deemed Incidental Service. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.

(5) The Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.

B. Limitations

(1) The Customer may not assign or transfer the use of services provided under this tariff; however, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:

(a) another Customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or

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SECTION 2. GENERAL REGULATIONS

I. Undertaking of the Company (Continued)

B. Limitations (Continued)

(1) (Continued)

(b) court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer which acknowledgment shall be made within fifteen (15) days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

(2) The use and restoration of services shall be in accordance with Part 64, Subpart D or the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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SECTION 2. GENERAL REGULATIONS

I. Undertaking of the Company (Continued)

B. Limitations (Continued)

(3) Subject to compliance with the limitations in this Section 2.I.B, the services offered herein will be provided to Customers on a first-come, first-served basis. First-come, first-served shall be based upon the received time and date stamped by the Company on Customer orders which contain the information as required for each respective service as delineated in other sections of this tariff. Customer orders shall not be deemed to have been received until such information is provided. Should questions arise which preclude order issuance due to missing information or the need for clarification, the Company will attempt to seek such missing information or clarification on a verbal basis.

C. Liability

(1) With respect to any claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, and subject to the provisions of this Section 2.I.C, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this tariff as a Credit Allowance for a Service interruption.

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SECTION 2. GENERAL REGULATIONS

I. Undertaking of the Company (Continued)

C. Liability (Continued)

(2) The Company shall not be liable for any act or omission of any other carrier or Customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other carrier or Customer providing a portion of a service.

(3) Reserved for Future Use

(4) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from its use of services offered under this tariff, involving:

(a) Claims for libel, slander, invasion of privacy, or infringement of patents, trade secrets, or copyrights arising from any communications;

(b) Claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by the Customer; or

(c) All other claims arising out of any act or omission of the Customer in the course of using services provided pursuant to this tariff.

(5) The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from any and all claims, loss, demands, suits, or other actions, 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 by any person relating to the Customer's use of services so provided.

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SECTION 2. GENERAL REGULATIONS

I. Undertaking of the Company (Continued)

C. Liability (Continued)

(6) No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the Customer against claims of patent infringement arising solely from the use by the Customer of services offered under this tariff and will indemnify such Customer for any damages awarded based solely on such claims.

(7) The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in Section 2.IV.D following.

D. Provision of Services

The services offered under the provisions of this tariff are subject to the availability of facilities. The Company, to the extent that such services are or can be made available with reasonable effort, will provide to the Customer, upon reasonable notice, services offered in other applicable sections of this tariff at rates and charges specified therein.

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SECTION 2. GENERAL REGULATIONS

I. Undertaking of the Company (Continued)

E. Installation and Termination of Services

The Intrastate Access Service provided under this tariff (1) includes the Company's communication facilities up to the point of interconnection as defined in Section 5 following which denotes the demarcation point or network interface and (2) will be provided by the Company to such point of interconnection. Any additional terminations at the Customer's premises beyond such point of interconnection are the sole responsibility of the Customer.

F. Service Maintenance

The services provided under this tariff shall be maintained by the Company. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

G. Changes and Substitutions

Except as provided for equipment and systems subject to F.C.C. Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Company may, where such action is reasonably required in the operation of its business, (1) substitute, change or rearrange any facilities used in providing service under this tariff, (2) change minimum protection criteria, (3) change operating or maintenance characteristics of facilities or (4) change operations or procedures of the Company. In case of any such substitution, change or rearrangement, the transmission parameters will be within the ranges set forth in Sections 4 and 5 following. The Company shall not be responsible if any such substitution, change or rearrangement renders any Customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance.

SECTION 2. GENERAL REGULATIONS

I. Undertaking of the Company (Continued)

G. Changes and Substitutions (Continued)

If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the Customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the Customer to determine reasonable notification procedures.

H. Refusal and Discontinuance of Service

(1) If the Customer fails to comply with Section 2.I.F preceding or Sections 2.II, 2.III or 2.IV following, including any payments to be made by it on the dates and times herein specified, the Company may, on thirty (30) days written notice by Certified U.S. Mail to the person designated by the Customer to receive such notices of noncompliance, refuse additional applications for service and/or refuse to complete any pending orders for service at any time thereafter. If the Company does not refuse additional applications for service on the date specified in the thirty (30) days' notice, and the Customer's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service without further notice to the non-complying Customer.

SECTION 2. GENERAL REGULATIONS

I. Undertaking of the Company (Continued)

H. Refusal and Discontinuance of Service (Continued)

(2) If the Customer fails to comply with Section 2.I.F preceding or Sections 2.II, 2.III or 2.IV following, including any payments to be made by it on the dates and times herein specified, the Company may, on thirty (30) days written notice by Certified U.S. Mail to the person designated by the Customer to receive such notices of noncompliance, discontinue the provision of the services involved at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the thirty (30) days' notice, and the Customer's noncompliance continues nothing contained herein shall preclude the Company's right to discontinue the provision of the services involved without further notice to the noncomplying Customer.

I. Notification of Service-Affecting Activities

The Company will provide the Customer timely notification of service-affecting activities that may occur during the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual Customer service specific; they affect many Customer services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine 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.

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SECTION 2. GENERAL REGULATIONS

I. Undertaking of the Company (Continued)

J. Coordination with Respect to Network Contingencies

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, subject to the Restoration Priority requirements of Part 64 of the F.C.C.'s Rules.

K. Provision and Ownership of Telephone Numbers

The Company reserves the reasonable right to assign, designate or change telephone numbers or the serving central office prefixes associated with such numbers when necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Company will furnish to the Customer six (6) months' notice, by Certified U.S. Mail, of the effective date and an explanation of the reason (s) for such change(s). In the case of emergency conditions, however, e.g., a fire in a wire center, it may be necessary to change a telephone number without six (6) months' notice in order to provide service to the Customer.

SECTION 2. GENERAL REGULATIONS

II. Use

A. Interference or Impairment

(1) The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this tariff shall not interfere with or impair service over any facilities of the Company or its affiliates; cause damage to their plant; impair the privacy of any communications carried over their facilities, or, create hazards to the employees of any of them or the public.

(2) Except as provided for equipment or systems subject to the F.C.C. Part 68 Rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with Section 2.II.A.1 preceding, the Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions, as set forth in 2.IV.D following, is not applicable.

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SECTION 2. GENERAL REGULATIONS

II. Use (Continued)

B. Unlawful Use

The Service provided under this Tariff shall not be used for an unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

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

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.

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

III. Obligations of the Customer

A. Damages

The Customer shall reimburse the Company for damages to the Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company facilities, or due to malfunction of any facilities or equipment provided for or by the Customer. Nothing in the foregoing provision shall be interpreted to hold one Customer liable for another Customer's actions. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

SECTION 2. GENERAL REGULATIONS

III. Obligations of the Customer (Continued)

B. Ownership or Control of Facilities and Theft

Facilities owned or leased by the Company and utilized by it to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer in as good a condition as reasonable wear will permit.

C. Availability for Testing

The facilities provided under this tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

D. Balance

All signals for transmission over the services provided under this tariff shall be delivered by the Customer balanced to ground except for ground start, duplex (DX) and McCulloh-Loop (Alarm System) type signaling and dc telegraph transmission at speeds of 75 baud or less.

E. Design of Customer Services

Subject to the provisions of 2.I.G preceding, the Customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

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SECTION 2. GENERAL REGULATIONS

III. Obligations of the Customer (Continued)

F. Claims and Demands for Damages

(1) With respect to claims of patent infringement made by third persons, the Customer shall defend, indemnify, protect, and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, or any circuit, apparatus, system or method provided by the Customer.

(2) The Customer shall defend, indemnify, and save harmless the Company from and against suits, claims, losses or damages including punitive damages, attorneys' fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the Customer's circuits, facilities, or equipment connected to the Company's services provided under this tariff, including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff.

(3) The Customer shall defend, indemnify, and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorneys, fees and court costs by the Customer or third parties arising out of any act or omission of the Customer in the course of using services provided under this tariff.

G. Coordination with Respect to Network Contingencies

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

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SECTION 2. GENERAL REGULATIONS

III. Obligations of the Customer (Continued)

H. Jurisdictional Report Requirements

(1) In this section the term "trunk group" shall be assumed to also represent a single line or trunk.

(2) Reporting by the Customer of the expected jurisdictional use of services is required because the Company cannot determine the actual jurisdiction of the Customer's usage from every type of call detail reporting. The information reported by the Customer will be used by the Company in an effort to determine the appropriate charges as set forth in Section 5. The Customer must always report this information for those services or portions of services for which actual jurisdiction use cannot be determined by the Company.

(3) Pursuant to Federal Communications Commission order FCC 85-145 released April 16, 1985, Interstate usage is to be developed as though every call that enters a Customer network at a point within the same state as that in which the called station (as designated by the called station number) is situated is an Intrastate communication and every call for which the point of entry is in a state other than where the called station (as designated by the called station number) is situated is Interstate in nature.

(4) When a Customer orders a new Switched Access Service, the Customer shall, in its order, state the proportion of the service which is to be provided for Interstate use. This proportion is the Percent for Interstate Use or PIU. The Customer can either specify one general PIU for the service usage or the Customer can specify an 8XX terminating PIU and a residual. PIU. All PIUs shall be stated as whole numbers percentages. If the Customer chooses to report one general Percent for Interstate Use, then the general PIU will be the Customer's best estimate of the percentage of the total use of the trunk group that will be Interstate in nature.

If the Customer chooses to provide a separate 8XX originating PIU, that PIU will be the Customer's best estimate of the percentage of the total 8XX originating use of the trunk group usage that will be Interstate in nature. The residual PIU would then be the Customer's best estimate of the percentage of the total trunk group usage that will not be 8XX originating usage and will be Interstate in nature.

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SECTION 2. GENERAL REGULATIONS

III. Obligations of the Customer (Continued)

H. Jurisdictional Report Requirements (Continued)

The reported Percentage(s) for Interstate Use PIU(s) will be used in the determination of all Interstate and Intrastate charges for the trunk group, as set forth in Section 5 following, as well as for the associated charges for transport and port charges. The PIU(s) remains in effect until it is superseded by a revised PIU(s).

When the Customer determines that any currently effective PIU(s) for one or more trunk groups is no longer accurate, the Customer shall report a revised PIU(s) for each trunk group. The Customer can report the new PIU(s) to the Company in writing. The report must clearly identify each trunk group, the account number under which it is billed, and both the current and revised PIU(s). The revised PIU(s) will become effective on the first day of the next monthly billing period that begins at least 15 business days after the day on which the Customer reports the revised PIU(s) to the Company. No revisions to bills proceeding the effective date of the revised PIU(s) will be made based on this report.

If no PIU is submitted as specified herein, then the PIU will be set on a default basis of 50 percent Interstate traffic and 50 percent Intrastate traffic.

The Company will charge the Interstate terminating switched access rates to the Customers for those minutes lacking jurisdictional information that are in excess of a reasonable percentage (7%) of minutes for which this information is not transmitted. For example, if 40% of a Customer's minutes sent to the Company do not contain sufficient originating information to allow the Company to determine the originating location, the Company would apply these provisions to those minutes exceeding the 7% floor, or 33% in this example.

(5) The Customer shall keep sufficient detail from which the percentage of Interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within thirty (30) calendar days of the Company's request.

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SECTION 2. GENERAL REGULATIONS

III. Obligations of the Customer (Continued)

I. Traffic Information

(1) Customer shall provide Signaling Data (as defined below) and shall not, directly or indirectly, including in concert with a third party, strip, alter, modify, add, delete, change, mask, manipulate, or incorrectly assign any Signaling Data. Signaling Data shall mean information sufficient to jurisdictionalize traffic. Except where technically infeasible or prohibited by law, Signaling Data may include: (a) information that accurately reflects the geographic location of the end user that originated and/or dialed the call, (b) calling party number as defined in 47 C.F.R. Section 64.1600(c) ("CPN"). (c) Automatic Number Identification as defined in 47 C.F.R. Section 64.1600(b) ("ANI"), (d) Charge Number as defined in 47 C.F.R. Section 64.1600(d), (e) Jurisdictional Indicator Parameter ("JIP") and (f) any other signaling data that affects the terminating Party's ability to jurisdictionalize traffic. If it is determined that Customer has: directly or indirectly make any such addition, deletion, change, mask, manipulation, alteration, modification, or incorrect assignment, or (b) intentionally or unintentionally failed to provide any Signaling Data, all of Customer's traffic, including prior traffic, will be re-rated to the highest rate. Upon request, the Company will provide to Customer available Signaling Data for traffic terminated to Customer.

Where SS7 connections exist, Customer will include the original and true Line Information, including the Calling Party Number (CPN), in the information transmitted to the Company for each call. If the Customer is passing Line Information but the Company is not properly receiving information, the parties will work cooperatively to correct the problem.

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SECTION 2. GENERAL REGULATIONS

III. Obligations of the Customer (Continued)

J. Exchange of Traffic and Information

(1) All facilities interconnected to the Company by Customer shall be two-way in nature, unless agreed in writing by the Company. Customer shall accept both originating and terminating from the Company. At all times, Customer shall provide facilities within its network that are necessary for routing, transporting, measuring, and billing of traffic originated by other Customers of the Company and for delivering traffic to the Company for termination to other carriers. Customer shall transmit traffic in the standard format compatible with the Company's network as referenced in Telecordia BOC Notes on LEC Network Practice No. SR-TSV-002275, and terminate the traffic it receives in that standard format to proper address on its network. Customer shall exercise best efforts in responding to requests by the Company to install additional facilities and capacity with the Customer to accommodate traffic volumes and maintain the highest network quality standards. Customer agrees that the Company may share certain Customer information with other Customers of the Company for the purpose of providing service.

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SECTION 2. GENERAL REGULATIONS

III. Obligations of the Customer (Continued)

K Determination of InterMTA and IntraMTA Traffic

(1) CMRS provider will have the responsibility of providing, on a quarterly basis (or as otherwise agreed to by the Company), a report to the Company providing the percentage of the CMRS provider's traffic terminated to the Company that is IntraMTA or InterMTA. The report will also detail what percentage of the InterMTA traffic is Intrastate and what percentage is Interstate (PIU).

(2) Reports regarding the percentages of IntraMTA or InterMTA traffic (and Intrastate or Interstate jurisdiction of InterMTA traffic) shall be based on reasonable traffic study conducted by the CMRS provider and available to the Company upon request. Upon reasonable written notice, the Company or its authorized representative shall have the right to conduct a review and verification of the CMRS provider's reported percentages. This includes on-site verification reviews at the CMRS provider's or vendor locations. The review may consist of an examination and verification of data involving records, systems, procedures, and other information related to the traffic originated by the CMRS provider and terminated by the Company. The Customer shall keep records of call detail, including not altering directly or indirectly with a third party call origination or termination data from which the call jurisdiction can be ascertained. The CMRS provider will provide the Company with reasonable access to such information as it is necessary to determine amounts payable under this tariff.

(3) If the CMRS provider fails to provide the verifiable reports required under this section, the Company will apply a default percent IntraMTA of 50% and a default PIU of 50% on all such InterMTA traffic, on all traffic originated by CMRS provider for termination by the Company.

SECTION 2. GENERAL REGULATIONS

IV. Payment Arrangements and Credit Allowances

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

A. Payment of Rates, Charges and Deposits

(1) The Company will, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or which does not have established credit (except for a Customer which is a successor of a company which has established credit and has no history of late payments to the Company), to make a deposit prior to or at any time after the provision of a service to the Customer. The deposit will be held by the Company as guarantee of the payment of rates and charges. Such deposit may not exceed the actual or estimated rates and charges for the service for a two-month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. Deposits held for Customers will accrue interest at the rate of 6% per year (simple interest), and will be credited or paid to the Customer upon the termination of service.

At the option of the Company, such a deposit may be refunded or credited to the Customer's account when the Customer has established credit or after the Customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the Customer.

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SECTION 2. GENERAL REGULATIONS

IV. Payment Arrangements and Credit Allowances (Continued)

A. Payment of Rates, Charges and Deposits (Continued)

(2) 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 or discontinued during the preceding billing period. In addition, the Company shall bill, in advance, charges for all services to be provided during the ensuing billing period except for charges associated with service usage which will be billed in arrears. The bill day (i.e., the billing date of a bill for a Customer for Access Service under this tariff), the period of service each bill covers and the payment date is as follows:

(a) The Company will establish a bill day each month for each Customer account. The bill will cover non-usage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled non-usage sensitive charges for prior periods, and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for, prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due as set forth in (b) following. If payment is not received by the payment date, as set forth in (b) following, in immediately available funds, a late payment penalty will apply as set forth in (b) following.

(b) All bills dated, as set forth in (a) preceding, for service provided to the Customer by the Company, are due thirty (30) days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date,) whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If the Customer does not receive a bill at least twenty (20) days prior to the thirty (30) day payment due date, then the bill shall be considered delayed. When the bill has been delayed, upon request of the Customer, the due date will be extended by the number of days the bill was delayed. Such a request of the Customer must be accompanied with proof of late bill receipt.

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SECTION 2. GENERAL REGULATIONS

IV. Payment Arrangements and Credit Allowances (Continued)

A. Payment of Rates, Charges and Deposits (Continued)

(2) (Continued)

(b) (Continued)

If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed) payment for such bills will be due from the Customer as follows:

If such payment date falls on a Sunday or on a Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday. If such payment date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday.

Further, if any portion of the payment is received by the Company after the payment date as set forth in (a) preceding or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, 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 payment date times a late factor. The late factor is one and one-half percent (1.5%) per month calculated on the unpaid portion of the principal balance at the time that the next invoice is generated.

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SECTION 2. GENERAL REGULATIONS

IV. Payment Arrangements and Credit Allowances (Continued)

A. Payment of Rates, Charges and Deposits (Continued)

(2) (Continued)

(c) In the event that a billing dispute concerning any charges billed to the Customer by the Company is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in (b) preceding.

(d) If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Arizona Corporation Commission. The address of the Commission is as follows:

Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

Website for consumer complaints:
http://www.azcc.gov/divisions/utilities/consumerservices.asp

Phoenix Office Telephone Numbers:
(602) 542-4251
(800) 222-7000

Tucson
(520) 628-6550
(800) 535-0148

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SECTION 2. GENERAL REGULATIONS

IV. Payment Arrangements and Credit Allowances (Continued)

A. Payment of Rates, Charges and Deposits (Continued)

(3) Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days or major fraction of days based on a thirty (30) day month.

(4) The Company will, upon request, furnish within thirty (30) days of a request at no charge to the Customer such detailed information as may reasonably be required for verification of any bill.

(5) When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

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SECTION 2. GENERAL REGULATIONS

IV. Payment Arrangements and Credit Allowances (Continued)

B. Minimum Periods

The minimum periods for which services are provided and for which rates and charges are applicable is one (1) month, except as otherwise specified.

C. Cancellation of an Order for Service

Provisions for the cancellation of an order for service are set forth in Section 6.II.E.

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SECTION 2. GENERAL REGULATIONS

IV. Payment Arrangements and Credit Allowances (Continued)

D. Credit Allowance for Service Interruptions

(1) General

A service is interrupted when it becomes unusable to the Customer because of a failure of a facility component used to furnish service under this tariff or in the event that the protective controls applied by the Company result in the complete loss of service by the Customer as set forth in 5.III.A following. An interruption period starts when an inoperative service is reported to the Company, or when the Company becomes aware of the service interruption, and ends when the service is operative.

(2) When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the Customer, shall be as follows:

(a) For Switched Access Service, no credit shall be allowed for an interruption of less than eight (8) hours. The Customer shall be credited for an interruption of eight hours during a continuous twenty-four (24) hours or more at the rate of 1/30 of any applicable monthly rates

(b) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any monthly rate for the service interrupted in any one monthly billing period.

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SECTION 2. GENERAL REGULATIONS

IV. Payment Arrangements and Credit Allowances (Continued)

D. Credit Allowance for Service Interruptions

(3) When a Credit Allowance Does Not Apply

No credit allowance will be made for:

(a) Interruptions caused by the negligence 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) Interruptions of a service due to the failure of equipment or systems or services provided by the Customer or others.

(c) Interruptions of a service during any period in which the Company is not afforded access to the location where the service is terminated.

(d) Interruptions of a service for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the Customer. Thereafter, a credit allowance as set forth in Section 2.IV.D.2 preceding applies.

(e) Periods when the Customer continues to use the service on an impaired basis.

(f) Periods of temporary discontinuance as set forth in 2.II.A.2 preceding.

(g) Interruption of service caused by a Customer's failure to provide notification to the Company of media-stimulated mass calling events.

(d) Interruption of service due to the Company following a lawful order of a government agency to discontinue a service to a Customer.

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SECTION 2. GENERAL REGULATIONS

IV. Payment Arrangements and Credit Allowances (Continued)

D. Credit Allowance for Service Interruptions

(4) Reserved for Future Use

(5) Temporary Surrender of a Service

In certain instances, the Customer may be requested by the Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the Customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of thirty (30) minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one (1) monthly billing period.

E. Title or Ownership Rights

The payment of rates and charges by Customers for the services offered under the provisions of this tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Company in the provision of such services.

SECTION 3. DEFINITIONS

Certain terms used generally throughout this tariff for the Access Services of the Company are defined below.

Access Code: A uniform five or seven digit code assigned by Neustar, Inc. (administrator of the North American Numbering Plan) to an individual Customer. The five digit code has the form 10XXX, and the seven digit code has the form 101XXXX.

Access Service: Switched or Special Access provided to the network of a Carrier for the purpose of originating or terminating communications.

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 (OBF).

Access Tandem: A switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

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

Automatic Number Identification: Allows the automatic transmission of a caller's billing account telephone number to a local exchange carrier, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

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

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

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SECTION 3. DEFINITIONS

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

Central Office: see End Office.

Channel(s): A communications path between two or more points.

CLEC: Competitive Local Exchange Carrier. A common carrier that was issued a Certificate of Public Convenience and Necessity after July 24, 1995 to provide telecommunications service within a specific geographic area.

CMRS: Commercial Mobile Radio Service – provider of mobile telephone service

Collocation: An arrangement whereby the Company's switching system equipment is located in the premise of another carrier.

Commission: The Arizona Corporation Commission.

Common Channel Signaling (CCS): A high speed packet switched communications network which is separate (out of band) from the public packet 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, using SS7 protocol

Company: Onvoy, Inc. d/b/a Onvoy Voice Services, which is the issuer of this tariff.

Customer: The person, firm, corporation or other entity which uses and/or subscribes to the services offered under this tariff and is responsible for the payment of charges and for compliance with the Company's tariff regulations. The Customer could be an End User, interexchange carrier, a wireless provider, other telecommunications carrier or provider originating or terminating VoIP-PSTN Access Traffic or any other carrier authorized to operate.

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

Demarcation Point: The demarcation point is the physical location that separates the responsibility for installation and repair of telecommunication facilities between the Company, building/property owner/landlord/agent, and the Customer.

Duplex Service: Service which provides for simultaneous two-way transmission.

End Office: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "End Office" for purposes of this Tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide (LERG), issued by Telcordia. The End Office switch is the Company's switching system where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

End Office Access Service: means: (1) The switching of access traffic at the carrier's End Office switch and the delivery to or from of such traffic to the called party's premises; (2) The routing of interexchange telecommunications traffic to or from the called party's premises, either directly or via contractual or other arrangements with an affiliated or unaffiliated entity, regardless of the specific functions provided or facilities used; or (3) Any functional equivalent of the incumbent local exchange carrier access service provided by a non-incumbent local exchange carrier. End Office Access Service rate elements for an incumbent local exchange carrier include the local switching rate elements specified in 47 CFR §69.106, the carrier common line rate elements specified in 47 CFR §69.154, and the intrastate rate elements for functionally equivalent access services. End Office Access Service rate elements for an incumbent local exchange carrier also include any rate elements assessed on local switching access minutes, including the information surcharge and residual rate elements. End office Access Service rate elements for a non-incumbent local exchange carrier include any functionally equivalent access service.

End User: The term "End User" denotes any customer of an intrastate telecommunications service that is not a carrier, except that a carrier shall be deemed to be an "end user" to the extent that such carrier uses a telecommunications service for administrative purposes, without making such service available to others, directly or indirectly.

Entrance Facility: The dedicated Switched Access transport facility from the Customer premise to the Company serving wire center.

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

F.C.C.: Federal Communications Commission

Facilities: Denotes any cables, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc. used to provide the service offered under this tariff.

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.

ILEC: Incumbent Local Exchange Carrier refers to the dominant local telephone carrier in the area also served by the Company.

Incidental Service: Denotes 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 (ICB): A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Interconnected Carrier (IC) or Interconnected Telecommunications Carrier: A Carrier or Telecommunications Carrier connected to the Company.

Interexchange Carrier (IXC) 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.

InterMTA Traffic: InterMTA traffic refers to wireless to wireline traffic that originates and terminates in two different MTAs.

Interstate Communications: Interstate communications includes both Interstate and foreign communications.

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IntraMTA Traffic: IntraMTA traffic refers to wireless to wireline traffic that originates and terminates within the same MTA.

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

Kbps: Kilobits 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, or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff FCC No. 4.

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

Local Calling Area or Local Service Area: The Company's local calling area will mirror the local calling area described in the ILEC tariff for that geographic area.

Local Exchange Carrier (LEC): Any company or other entity, which provides telephone service inside, or within the Local Calling Area.

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 per second.

Meet-Point Billing (MPB): 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. All information necessary for billing, ordering and design coordination will be provided based on the standards in the Multiple Exchange Carriers Access Billing Guidelines (MECAB) and Multiple Exchange Carriers Ordering and Design Guidelines (MECOD) to ensure that jointly provided Access Services are installed, tested and turned up in a timely manner.

Message: A message is a call.

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Monthly Recurring Charge (MRC): The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

MTA: MTA refers to Major Trading Area as defined in 47 C.F. R. paragraphs 24-102 of the FCC Rules and Regulations.

Network: Refers to the Company's facilities and equipment used to provide services under this tariff.

NPA-NXX: Numbering Plan Area (also known as "Area Code") and prefix (NXX).

Non-Recurring Charges (NRC): The one-time initial charges for services or facilities, including but not limited to, charges for construction, installation, or special 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.

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 Interconnection (POI): The demarcation point or network interface on the Company's premises between the Company's facilities and the Customer's facilities.

Point of Presence (POP): Location where the Customer maintains a facility for the purpose of interconnecting to the Company's network.

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 both intraLATA toll calls and/or interLATA 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.

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PSTN: The public switched telephone network (PSTN) is the legacy network of the world's public circuit-switched telephone networks.

Service Commencement Date: For Special Access Service and Direct Connect 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. For Tandem Connect Customers, 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 or 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. In the absence of an ASR, carriers utilizing the exchange access services set forth in this tariff are deemed to have constructively ordered service which shall constitute an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

Service(s): Refers to all telecommunications services and other services related thereto offered on the Company's Network to Customers or Users

Serving Wire Center (SWC): The local Company office from which dial tone for local exchange service would normally be provided to the Customer premises.

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

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

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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 (STP) 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, as defined in this tariff.

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.

Switched Access Tandem: Switched Access Tandem refers to a Company switching system that provides a distribution function for Switched Access Service traffic between Carriers.

Tandem Switched Transport (TST): The transport between the SWC and wire centers or between an access tandem/POI and wire centers that subtend the access tandem.

TDM: Time-division multiplexing (TDM) is a method of putting multiple data streams in a single signal by separating the signal into many segments, each having a very short duration.

Telephone Company: A telephone company is any telephone corporation operating within Arizona. This term includes resellers and wireless telephone service providers. A billing telephone company is a telephone company that also provides billing services to any third party, including its own affiliate, or that bills for non-communications-related products and services on its own behalf. Telephone companies are responsible for their agents' compliance with these rules and liable for their agents' violation of these rules.

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 with a "toll free" NPA of 800, 888, etc.

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Transmission Path: An electrical or optical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

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

Trunk Group: A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communication paths are interchangeable.

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

Usage or Usage-Based Charges: These are the charges for minutes and/or database queries generated by the Customer's calls or messages, which traverse over Company facilities.

Toll VoIP-PSTN Traffic: The term "Toll VoIP-PSTN Traffic" denotes 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.

Wire Center: A wire center is a building in which central offices, used for the provision of Telephone Exchange services, are located.

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SECTION 5. SWITCHED ACCESS

I. General

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-way 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 in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the Customer desires to originate or terminate calls.

Notwithstanding the above language, Company may provide only a portion of Switched Access Service. Company is only responsible for the portions of the service it provides. For purposes of clarity, Customer may not withhold payment from Company for the portions of the service Company provides based on any dispute Customer may have with another carrier for the services such carrier may provide.

II. Provision and Description of Switched Access Service Arrangements

Switched Access Service is provided in the following service type:

A. Feature Group D (FGD) Access

FGD Access, which is available to all Customers, is provisioned at the DS1 level and DS3 level and provides trunk-side access to the Company Access Tandem and End Office switches.

FGD provides a trunk-side termination through the use of end office or access tandem switch trunk equipment. Wink-start, start-pulsing and answer-supervisory signaling are sent by the terminating office. Disconnect-supervisory signaling is sent from the originating or terminating office. When FGD uses SS7 out of band signaling, no signaling will be done via the message channel.

FGD switching is provided with SS7 out of band signaling. With SS7 out of band signaling, up to 12 digits of the called party number dialed by the Customer's end user is provided by the Company's equipment to the Customer's designated premises via SS7 links.

The Company will establish a trunk group or groups for the Customer at the end office or access tandem switch where FGD switching is provided. When required by technical limitations, a separate trunk group will be established for each type of FGD switching arrangement provided. Different types of FGD or other switching arrangements may be combined at the option of the Company.

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SECTION 5. SWITCHED ACCESS

II. Provision and Description of Switched Access Service Arrangements (Continued)

A. Feature Group D (FGD) Access (Continued)

The uniform access code for FGD switching is 101XXXX. No access code is required for calls to a Customer over FGD Switched Access Service where the end user's telephone exchange service is arranged for Interexchange Carrier (IXC) presubscription.

When no access code is required, the number dialed by the Customer's end user shall be a 7- or 10- digit number after dialing the prefix 0 or 1 for calls in the North American Numbering Plan (NANP).

For calls outside of the NANP, and if the end office is equipped for International Direct Distance Dialing (IDDD), a 7- to 15- digit number may be dialed after dialing the prefix 011 or 01.

8XX Data Base Query Service, which is available to all Customers, 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 toll free telephone numbers beginning with prefixes, 800, 888, 877, 866, 855, and/or subsequent toll-free area codes.

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. Services provided on an Incidental basis (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, below.

B. Trunk Configuration

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. 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.

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SECTION 5. SWITCHED ACCESS

II. Provision and Description of Switched Access Service Arrangements (Continued)

C. Rate Categories

The following categories apply to Switched Access Service. The Company may bill these categories of Switched Access Service on a per element basis or on a composite basis:

1. Carrier Common Line
2. Local Switching
3. 8XX Data Base Query
4. Switched Transport

Definitions of Switched Access Service Rate Categories

1. Carrier Common Line.

Carrier Common Line: The Carrier Common Line rate category provides for the use of Channels by Customers for access to End Users to furnish Customer intrastate communications. Carrier Common Line is provided where the Customer obtains Company provided Switched Access Service under this Tariff to Company or VoIP Provider End Office(s).

Limitations:
(a) A telephone number is not provided with Carrier Common Line.
(b) Detail billing is not provided for Carrier Common Line.
(c) Directory listings are not included in the rate and charges for Carrier Common Line.
(d) Intercept arrangements are not included in the rates and charges for Carrier Common Line.
(e) All trunk side connections provided in the same combined access group will be limited to the same features and operating characteristics.

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SECTION 5. SWITCHED ACCESS

II. Provision and Description of Switched Access Service Arrangements (Continued)

C. Rate Categories (Continued)

2. Local Switching

a. End Office Switching: End Office Switching provides for the use of End Office switching and End User termination functions. The End Office Switching rate is assessed on a per-MOU basis to all originating and terminating access minutes utilizing the end office.

b. End Office Shared Port: The End Office Shared Port rate provides for the termination of common transport trunks in shared end office ports and in remote switching system ports. The End Office Shared Port rate is assessed on a per-MOU basis to all trunkside originating and terminating access minutes utilizing tandem routing to the end office. If tandem routing is being utilized to a remote switching system (via a host office), the End Office Shared Port rate is assessed to the access minutes originating or terminating from the remote switching system.

3. 8XX Data Base Query: When an 8XX + NXX + XXXX call is originated by an End User or delivered by a connecting carrier to the Onvoy network unqueried, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed. A Basic Query Charge covers the identification of the toll carrier to whom the call should be delivered. A Vertical Query includes the Basic Query function plus such functions as call validation (ensuring that calls originate from subscriber service areas); POTS translation of 8XX series numbers; alternate POTS translation where End Users can vary the routing of the 8XX calls based on time of day, place, etc.; and multiple carrier routing.

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SECTION 5. SWITCHED ACCESS

II. Provision and Description of Switched Access Service Arrangements (Continued)

C. Rate Categories (Continued)

4. Switched Transport: The Switched Transport Rate Category provides for access tandem and transport service between local exchange carriers (LEC) and IXC Customers. The Switched Transport Rate Category is provided for originating (from LEC to IXC) and terminating (IXC to LEC) traffic. The Switched Transport Rate Category provided under this tariff covers the use of the Company's Access Tandem and Transport Facilities. In addition, it covers the switched transport between an End Office and a Company POI. The following rate elements comprise the Switched Access Tandem Rate Category and are applied on a per-minute basis.

a. Tandem Switching: Tandem Switching is a per-minute of use rate element assessed for utilizing tandem switching functions. The Company will provide originating and terminating tandem switching services for Company End Offices as well as for non-Company end offices which subtend the Company tandem. The Tandem Switching rate element covers the tandem switching function and the transport from a Company POI to the Company access tandem.

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SECTION 5. SWITCHED ACCESS

II. Provision and Description of Switched Access Service Arrangements (Continued)

C. Rate Categories (Continued)

4. Switched Transport:(Continued)

b. Tandem Switched Transport: Tandem Switched Transport is comprised of a Tandem Switched Transport Termination rate and a Tandem Switched Transport Facility rate. Both rate elements apply for the transmission facility between an End Office and the Company POI. This consists of circuits used in common by multiple Customers.

The Tandem Switched Transport Termination rate element covers the circuit equipment at the end of the transmission facilities. For Tandem Switched Transport Termination, the amount billed will be the product of the quantity of Access Minutes multiplied by the Tandem Switched Transport Termination rate. The Tandem Switched Transport Termination charge will be applied for each location where the Company provides termination.

The Tandem Switched Transport Facility rate element provides for the transmission facilities, including intermediate circuit equipment between an End Office and a Company POI or Access Tandem. For purposes of determining the per-mile rate, mileage will be measured as airline mileage using the V&H coordinates method.

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SECTION 5. SWITCHED ACCESS

II. Provision and Description of Switched Access Service Arrangements (Continued)

C. Rate Categories (Continued)

4. Switched Transport (Continued)

b. Tandem Switched Transport (Continued)

For Tandem Switched Transport Facility, the amount billed will be the multiplication product of:

- Airline miles between the end office and the POI or tandem
- By the Billing Percentage (BP) provided by the Company transport facility
- By the Quantity of Access Minutes
- By the Tandem Switched Transport Facility rate

The resulting amount is the Company's Tandem Switched Transport Facility charge. The Tandem Switched Transport Facility charge will be applied for all routes where the Company provides the Transport Facility between the POI or tandem and a subtending End Office where the call originates or terminates.

The mileage to be used to determine the Tandem Switched Transport Facility rates are calculated on the airline distance between the End Office switch where the call originates or terminates and the Company POI. The V&H coordinates method is used to determine mileage. This method is set forth in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. Tariff FCC No. 4 for Wire Center Information.

If the Company provides a portion of the transport mileage between the POI or Access Tandem and the End Office, to a Meet Point (MP) with another Exchange Carrier, the mileage to be used in the above charge is calculated on the airline distance between the Company POI and the Meet Point with the other Exchange Carrier. The interconnection Meet Points (MP) will be determined by the Exchange Carriers involved. The billing percentage (BP) factor for the Company for the service between the involved offices will be listed in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. Tariff FCC No. 4. Should any changes be made to the Meet Point billing with the Company arrangements as set forth, the Company will give affected Customers 30 days notice.

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SECTION 5. SWITCHED ACCESS

II. Provision and Description of Switched Access Service Arrangements (Continued)

C. Rate Categories (Continued)

4. Switched Transport (Continued)

b. Tandem Switched Transport (Continued)

If the End Office and the Company POI or Access Tandem are in the same wire center building, then no mileage component applies, and no Tandem Switched Transport Facility charge applies. When the End Office is not located in the same wire center building as the Company POI or Access Tandem, mileage measurement is calculated using the V&H coordinates method as described above. The mileage rates are shown in Section 5.VIII.D in terms of per mile per access minute. The amount to be billed shall be the product of the number of miles multiplied by the per mile rate multiplied by the number of access minutes.

A Customer's Point of Presence may be located at the Company's Access Tandem or at the Company POI serving the End Office. When a Customer's Point of Presence is located at the Company's Access Tandem, billing is done as though the connection was made at the Company POI, if applicable, pursuant to Section 2.III.K.(1).

c. Common Transport Multiplexing Charge: Transport multiplexing equipment is utilized in the End Office side of the Access Tandem when transport is provided between the Access Tandem and the subtending End Offices. The rate (if applicable) is assessed for DS3 to DS1 multiplexing on a per-MOU basis, and is in addition to Tandem Switched Transport charges.

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SECTION 5. SWITCHED ACCESS

II. Provision and Description of Switched Access Service Arrangements (Continued)

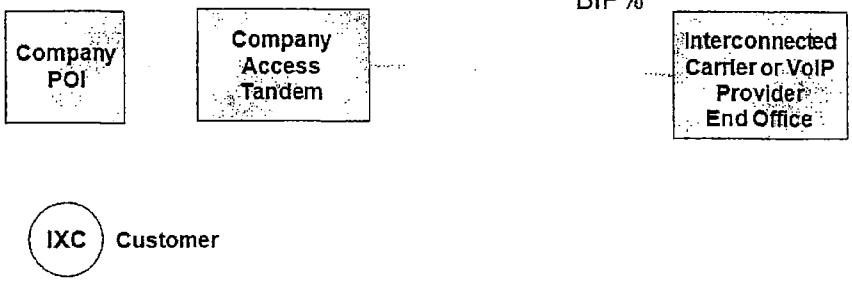
D. Customer Options to Connect to Company Network

A Customer can connect to the Company's Access Tandem by one of two methods: directly to a Company Access Tandem or to a Company's Point of Interconnection (POI). The following diagrams illustrate these options.

Company operating as Access Tandem Provider

(a) IXC Direct connection to Company's Access Tandem

(b) IXC Connection to Company POI



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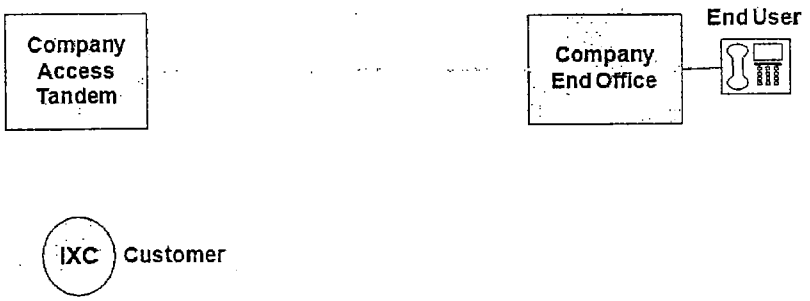
SECTION 5. SWITCHED ACCESS

II. Provision and Description of Switched Access Service Arrangements (Continued)

D. Customer Options to Connect to Company Network (Continued)

Company operating as Access Tandem, Transport & End Office Provider

(a) IXC Direct connection to Company's Access Tandem



(b) IXC Connection to Company POI

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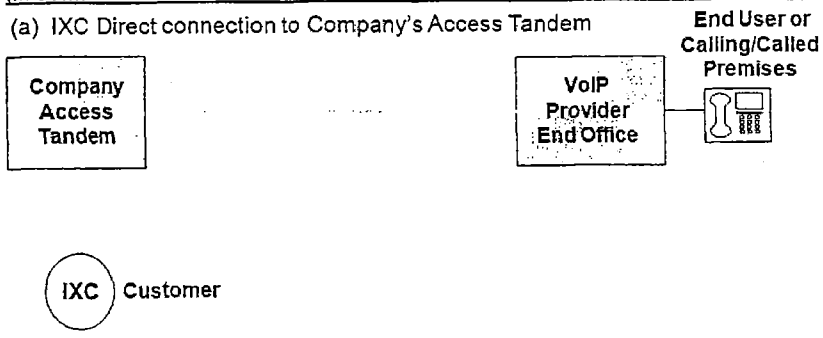
SECTION 5. SWITCHED ACCESS

II. Provision and Description of Switched Access Service Arrangements (Continued)

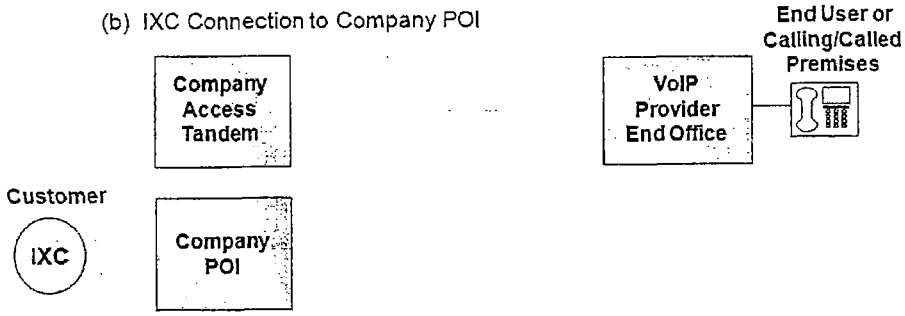
D. Customer Options to Connect to Company Network (Continued)

Company operating as Access Tandem, Transport & End Office Provider
(in connection with traffic to or from a VoIP Provider)

(a) IXC Direct connection to Company's Access Tandem



(b) IXC Connection to Company POI



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SECTION 5. SWITCHED ACCESS

II. Provision and Description of Switched Access Service Arrangements (Continued)

E. Company POI Locations and Access Tandems: Company POI CLLI Codes and Access Tandems can be found on the Company website: www.onvoy.com.

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

G. Ordering Options and Conditions: Access Service is ordered under the Access Order provisions set forth in Section 6 and provided in Ordering and Billing Forum guidelines, Multiple Exchange Carrier Ordering and Design (MECOD). Also included in that section are other charges which may be associated with ordering Switched Access Service.

H. Competitive Pricing Arrangements: Competitive pricing arrangements for Local Transport-Entrance Facilities and Local Transport-Direct Trunked transport can be furnished to meet the communication needs of specific Customers on a case by case basis under individual contract.

I. Common Channel Signaling Service:

1. SS7 Standard: Common Channel Signaling (CCS) is a protocol suite that allows for out-of-band signaling for voice and data message services. Signaling System Seven (SS7) is currently a widely deployed CCS protocol. The Company's CCS network is a digital data network carrying signaling information, which interfaces with the voice/data network. To ensure network reliability, Signal Transfer Points (STPs) are deployed in geographically dispersed mated pairs. STP access requires interconnection to ports of both STPs of the mated pair. The STP provides translations and routing functions for SS7 signaling messages received from the Company's network signaling points and the SS7 networks of other entities. There are two types of signaling messages, ISDN User Part (ISUP) messages are used for call set-up and tear-down. This type of signaling allows a Customer to send originating and terminating call set-up signaling information between the Customer's designated premises, the Company's STP and other entities. The second type of signaling is Transaction Capabilities Application Part (TCAP) messages. TCAP messages are used to carry information between signaling points for call related databases, such as CNAM, 8XX DB and LNP query service.

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SECTION 5. SWITCHED ACCESS

II. Provision and Description of Switched Access Service Arrangements (Continued)

I. Common Channel Signaling Service (Continued)

2. B-Link Connectivity: The Company requires Customers to establish B-Link Connectivity upon issuance of an initial Access Service Request (ASR) Order. Bridging Links (B-Links) provides a quad set of links that connect peer pairs of STPs. These links carry signaling messages beyond their initial point of entry to a STP of another SS7 network. The Company requires that B-Link Connectivity occurs on a peer basis, with no resulting port or message usage charges between parties. The Customer must have connectivity to the Company's STP. The Company will provide all pertinent STP point code information to the Customer at the time of order. To connect to the Company STP through a port, the Customer must provide a telecommunication facility or link that provides a bi-directional transmission and operates at a DS0 level. This link is utilized exclusively for connecting to the Customer's CCS network and the Company's CCS network for the transmission of network control signaling data.

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SECTION 5. SWITCHED ACCESS

III. 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 provisions of Switched Access Service. These obligations are as follows:

A. 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.IV.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 weekend or holidays the Company must be notified no later than 5:00 p.m. local time on 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 and/or damages.

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SECTION 5. SWITCHED ACCESS

IV. Obligations of the Customer

In addition to obligations specified elsewhere in this tariff, the Customer has certain specific obligations pertaining to the use of Switched Access Service, as follows:

A. Report Requirements: When a Customer orders Switched Access Service for both Interstate and Intrastate use, the Customer is responsible for providing Jurisdictional Reports as set forth in Section 2.III.K, preceding. Charges will be apportioned in accordance with those reports. The method to be used for determining the Interstate charges is set forth therein.

B. Supervisory Signaling: The Customer's facilities at the premises of the ordering Customer shall provide the necessary On-Hook, Off-Hook answer and disconnect supervision.

C. Design of Switched Access Services: It is the Customer's responsibility to assure that sufficient Access Services have been ordered to handle its traffic.

V. Switched Access Rate Categories

There are three types of rates and charges that apply to Switched Access Service. These are Monthly Recurring Charges, Usage Rates and Non-Recurring Charges.

A. Monthly Recurring Charges: Monthly Recurring Charges are flat rates for facilities that apply each month or fraction thereof that a specific rate element is provided.

B. Usage Rates: Usage rates are rates that are applied on a per access minute or per query basis. Usage rates are accumulated over a monthly period.

C. Non-Recurring Charges: Non-Recurring charges are one time charges that apply for a specific work activity (i.e., installation of new service or change to an existing service).

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SECTION 5. SWITCHED ACCESS

VI. Application of Rates

A. 8XX Database Query, Vertical Query Charge: The Vertical Query Charge applies for the translation of a specific 8XX number to a ten digit telephone number on a per query basis.

VII. Billing of Access Minutes

A. When recording originating calls over FGD with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct Trunk groups and with the receipt of an exit message by the switch for tandem Trunk groups. The measurement of originating FGD usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FGD with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed Trunk groups or on tandem routed Trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FGD call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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SECTION 5. SWITCHED ACCESS

VIII. Rates and Charges

A. Composite Switched Access

Direct Access	
- Per Originating Minute	$0.026072
- Per Terminating Minute	$0.033981
Tandem Switched Access	
- Per Originating Minute	$0.032444
- Per Terminating Minute	$0.040353

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SECTION 5. SWITCHED ACCESS

VIII. Rates and Charges (Continued)

B. Switched Access Tandem Service (When Company provides stand alone Tandem Services)

- Tandem Switching, Per Originating or Terminating Minute	$0.005000
- Common Transport Multiplexing, Per Originating or Terminating Minute	$0.000137
- Tandem Switched Transport Termination, Per Originating or Terminating Minute	
Over 0 to 8 miles	$0.000199
Over 8 to 25 miles	$0.000255
Over 25 to 50 miles	$0.000263
Over 50 miles	$0.000265
- Tandem Switched Transport Facility, Per Originating or Terminating Minute Per Mile	
Over 0 to 8 miles	$0.000020
Over 8 to 25 miles	$0.000023
Over 25 to 50 miles	$0.000023
Over 50 miles	$0.000023

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SECTION 5. SWITCHED ACCESS

VIII. Rates and Charges (Continued)

H. 8XX Data Base Query Service

8XX Database Query Service	All Areas
Basic 8XX Query, per query	$0.003500
POTS Translation, per query	$0.003665
Call Handling & Destination Feature query	$0.000694

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SECTION 5. SWITCHED ACCESS

VIII. Rates and Charges (Continued)

J. Toll Voice over Internet Protocol – Public Switched Telephone Network ("VoIP-PSTN") Traffic

This section governs the identification and treatment of Toll 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 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 F.C.C. Order.

Company will bill and collect Interstate Switched Access rates 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 Switched Access 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 the Company's F.C.C. Tariff No. 2.

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

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SECTION 5. SWITCHED ACCESS

VIII. Rates and Charges (Continued)

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

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

3. Company will use the PVU-A and PVU-B factors to calculate a PVU factor that represents the percentage of total intrastate and interstate access MOU exchanged between a Company End User and the Customer that is originated or terminated in IP format, whether at the 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).

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SECTION 5. SWITCHED ACCESS

VIII. Rates and Charges (Continued)

K. Calculation and Application of Percent VoIP-PSTN Usage (Continued)

4. Company will apply the PVU factor to the total 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 intrastate access MOU at its applicable tariffed interstate switched access 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 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 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.

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SECTION 5. SWITCHED ACCESS

VIII. Rates and Charges (Continued)

K. Calculation and Application of Percent VoIP-PSTN Usage (Continued)

6. 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 for 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 and superseded by a new PVU factor. No prorating or back billing will be done based on the updated PVU factors.

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

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SECTION 6. ORDERING OPTIONS

I. General

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

A. Ordering Conditions

The Company may require an ASR for services offered under this tariff. However, in the absence of an ASR, carriers utilizing the exchange access services set forth in this tariff are deemed to have constructively ordered service which shall constitute an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

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:

- Customer name and Premise(s) address(es);
- Billing name and address (when different from Customer name and address)
- 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 form 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). The FOC is forwarded to the Customer within two business days after the date on which all information needed to process the ASR has been received by the Company.

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SECTION 6. ORDERING OPTIONS

I. General (Continued)

B. Provision of Other Services

Unless otherwise specified herein, services offered under this tariff shall be ordered with an ASR. However, in the absence of an ASR, carriers utilizing the exchange access services set forth in this tariff are deemed to have constructively ordered service which shall constitute an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

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 for a Design Change as set forth in Section 6.II.H.3 following will apply when an engineering review is required.

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 Engineering, 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 Engineering may not exceed the original estimated amount by more than 10 percent.

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SECTION 6. ORDERING OPTIONS

II. Access Order

A. Access Order: Unless service is constructively ordered as described in Section 1, an ASR is required by the Company to provide a Customer with Switched Access Service as described herein. An ASR will be required for each new similar service arrangement or group of common circuits. The applicable charges are set forth under Section 6.II.G following.

When a Customer requests new or additional Switched 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.

When placing an order for either Direct Connect Service or Tandem Connect Service, the Customer shall provide all standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional service for an existing service type. For new Customers ordering Tandem Connect Service, the Customer will only be required to complete an ASR for installation of new service.

Access Orders shall be placed to the Company's CLLI codes, these codes will be provided to the Customer upon request and/or Order. The Company reserves the right to change CLLI codes serving Customers and participating carriers based upon network needs.

B. Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier is Involved

Meet point billing applies when more than one Exchange Carrier is involved in the provision of Access Service. The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD). This method allows each provider to bill for the services it provides within the Multiple Bill option when there are more than two companies providing access service. Each provider's Tariff or contract rates apply.

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SECTION 6. ORDERING OPTIONS

II. Access Order (Continued)

C. Access Service Date Intervals: Access Service is provided with one of the following Service Date intervals:

* Standard Interval
* Negotiated Interval

The Company will specify 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:

1. Standard Interval: The Standard Interval for Switched and Special Access Service will be ten business days from the Application Date. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

2. Negotiated Interval: The Company will negotiate a Service Date interval with the Customer when:

   a. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
   b. There is no existing facility connecting the Customer Premises with the Company; or
   c. 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
   d. The Company determines that Access Service cannot be installed within the Standard Interval.

   The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

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

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SECTION 6. ORDERING OPTIONS

II. Access Order (Continued)

D. 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 requested 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.

Any increase in the number of Switched Access Services lines, Trunks, Direct Connect transport facilities, Out of Band Signaling connections or any change in engineering or functionality of a service will be treated as a new ASR with a new Service Date interval.

1. Service Commencement Date Changes: ASR service dates for the installation of new services or rearrangement of existing services may be changed, but the new service date may not exceed the original Service Commencement Date by more than 30 calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. In addition, when the Customer submits a request for a Service Date Change that is less than five business days from the date of notification by the Customer, a Service Date Change Charge and an Expedite Charge will apply. No Expedite Charges will apply if the Customer requests a Service Date Change that is more than five business days from the date of request by the Customer but earlier than the original requested Service Commencement Date.

   If the Customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company on the 31st day. Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer must place a new ASR with the Company.

   The Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed. The applicable charges are set forth under Section 6.II.H following.

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SECTION 6. ORDERING OPTIONS

II. Access Order (Continued)

D. Access Service Request Modifications: (Continued)

2. Design Change Charge: The Customer may request a Design Change to the service ordered. A Design Change is any change to an ASR which requires Engineering Review. An Engineering Review is a review by Company personnel of the service ordered and the requested changes to determine what change(s) in the design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions, a change in the type of Transport Termination (Switched Access only) or type of Channel interface. Any other changes are not considered Design Changes for purpose of this subsection and will require issuance of a new ASR and the cancellation of the original ASR with appropriate cancellation charges applied.

   The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change. The applicable charges, as set forth under Section 6.II.H. following, are in addition to any Service Date Change Charges that may apply.

3. Expedited Order Charge: When placing an Access Order for service(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service date, in which case an Expedite Charge will apply. The Expedite Charge will not apply if the new Service Commencement Date is more than five days from the date of the request to the Company of the expedited order request. The request for an earlier service date may be received from the Customer prior to its issuance of an ASR, or after the ASR has been issued but prior to the service date. The Company has the exclusive right to accept or deny the Expedite Order request. However if, upon reviewing availability of equipment and scheduled work load, the Company agrees to provide service on an expedited basis and the Customer accepts the Company's proposal, an Expedite Charge will apply.

   If the Company is subsequently unable to meet an agreed upon expedited service date, then the Expedite Charge will not apply.

   In the event the Company provides service on an expedited basis at the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a Service Date Change Charge will apply in addition to the Expedite Charge.

   In the event that the Customer cancels an expedite request, the Expedite Charge will be added to any applicable Cancellation Charge specified herein.

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SECTION 6. ORDERING OPTIONS

II. Access Order (Continued)

D. Access Service Request Modifications: (Continued)

3. Expedited Order Charge

In the event that the Customer requests a Service Date Change after the Company has received the original expedite request, the Expedite Charge will still apply.

An Expedite Charge will not be applied to orders expedited for Company reasons.

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this tariff will apply.

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in Section 6.II.F following.

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SECTION 6. ORDERING OPTIONS

II. Access Order (Continued)

E. Cancellation of an Access Service Request

A Customer may cancel an ASR for the installation of Switched Access Service at any time prior to notification by the Company that service is available for the Customer's use. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within ten days. A Customer may negotiate an extension of a service date of an ASR for installation of new services or rearrangement of existing service, in which case a Service Date Change Charge will apply. However, the new service date cannot exceed the originally established service date by more than 30 calendar days. On the 31st day beyond the original service date, the ASR will be canceled and the appropriate Cancellation Charge will be applied.

Except as stated herein, Cancellation Charges will apply as specified in Section 6.II.H following.

If the cancellation occurs prior to the Company's receiving the ASR, no charges shall apply.

A Customer may cancel an ASR for the installation of Special Access Service without incurring a charge at any time prior to the acceptance of a Negotiated Interval Service Date by the Customer. Cancellation Charges will apply for Special Access Service if the Customer cancels more than 48 hours after the Application Date. Cancellation Charges for Expedited Orders will be applied for any order canceled from the Application Date forward.

If the Company misses a service date for standard or Negotiated Interval Access Order by more than 30 days due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the Company shall not be liable for such delay and the Customer may cancel the ASR without incurring cancellation charges.

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SECTION 6. ORDERING OPTIONS

II. Access Order (Continued)

F. Minimum Period of Service: The minimum period for which Access Service is provided and for which charges are applicable is one month.

1. 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:

a.) A change in the identity of the Customer of record;
b.) A move by the Customer to a different building;
c.) A change in type of service;
d.) A change in Switched Access Service Interface (i.e., DS1 or DS3);
e.) A change in Switched Access Service Traffic Type;

2. 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.

G. Miscellaneous Service Order Charge: The Miscellaneous Service Order Charge is an administrative charge designed to compensate for the expenses associated with service order issuance. The charge always applies to the following services since a pending service order would not exist:

- Overtime Repair
- Stand-by Repair
- Testing and Maintenance with other Telephone Companies other than when in conjunction with Acceptance Testing, Other Labor and Maintenance of Service

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SECTION 6. ORDERING OPTIONS

II. Access Order (Continued)

G. Miscellaneous Service Order Charge: (Continued)

The charge does not apply to the following services since there would exist a pending service order.

- Additional Engineering
- Overtime Installation
- Stand-by Acceptance Testing
- Testing and Maintenance with exchange telephone companies when in conjunction with Acceptance Testing

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SECTION 6. ORDERING OPTIONS

II. Access Order (Continued)

H. Charges

	Non-Recurring Charge
1. Access Order Charge	$89.00
2. Service Date Change Charge	$100.00
3. Design Change Charge	$100.00
4. Expedited Order Charge	$114.00
5. Cancellation Charge	$50.00
6. Miscellaneous Service Order Charge, per occurrence	$50.00
7. Line or Trunk Installation, per DS1	$250.00

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