

ORIGINAL

ARIZONA TELECOMMUNICATIONS TARIFF

OF

Telscape Communications, Inc.

606 E. Huntington Drive
Monrovia, CA 91016

GOVERNING
COMPETITIVE LOCAL EXCHANGE
AND INTEREXCHANGE
TELECOMMUNICATIONS SERVICES

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed local exchange and interexchange telecommunications services provided by Telscape Communications, Inc. ("Company") within the State of Arizona. This tariff is on file with the Arizona Corporation Commission ("Commission"). Copies may be inspected during normal business hours at Company's principal place of business, 606 E. Huntington Drive, Monrovia, CA 91016.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
Telscape Communications, Inc.
606 E. Huntington Drive
Monrovia, CA 91016

APPROVED FOR FILING
DECISION #: 66789

CHECK SHEET

The Title Sheet and Sheets 1 through 99 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Revised sheets as named below contain all changes from the original filing that are in effect on the date listed.

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Issued: February 3, 2005

Effective Date: March 5, 2005

Issued By:

Jeff Compton
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<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
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Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
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APPROVED FOR FILING
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Issued By:

Effective Date: March 5, 2005

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Issued: February 3, 2005
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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (C) To signify **changed** condition or regulation.
- (D) To signify **deleted or discontinued** rate, regulation or condition.
- (I) To signify a change resulting in an **increase** to a Customer's bill.
- (M) To signify that material has been **moved from** another tariff location.
- (N) To signify a **new** rate, regulation condition or Page.
- (R) To signify a change resulting in a **reduction** to a Customer's bill.
- (T) To signify a change in **text** but no change to rate or charge.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
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Monrovia, CA 91016

APPROVED FOR FILING
DECISION #: 06789

TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the Sheet. Sheets are numbered sequentially. However, occasionally, when a new Sheet is added between Sheets already in effect, a decimal is added. For example, a new Sheet added between Sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each Sheet. These numbers are used to determine the most current Sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current Sheet number on file with the Commission is not always the Sheet in effect. Consult the Check Sheet for the Sheet currently in effect.
- C. **Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
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- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the Sheets contained in the tariff with a cross-reference to the current revision number. When new Sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this Sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some Sheets). The tariff user should refer to the latest Check Sheet to find if a particular Sheet is the most current on file with the Commission.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
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APPROVED FOR FILING
DECISION #: 60789

APPLICATION OF TARIFF

- A. This tariff schedule sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of competitive local exchange and intrastate interexchange telecommunications Services offered by Telscape Communications, Inc. ("Company") to Customers located within the State of Arizona.
- B. The rates and regulations contained in this Tariff apply only to the intrastate telecommunications Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or the services provided by a Local Exchange Carrier or other common Carrier for use in accessing the Services of Company. This Tariff does not cover any information service or other unregulated service offered by Company. Company will offer any information or other unregulated service in accordance with Company's current price list or contract, whichever applies to the particular customer.
- C. Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.
- D. The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Public Utility Commission of Arizona.
- E. This tariff will be maintained and made available for inspection by any Customer at Company's principal business office at 606 E. Huntington Drive, New York, Monrovia, CA 91016.
- F. IMPORTANT NOTE TO SUBSCRIBERS: THE SUBSCRIBER ACKNOWLEDGES THAT COMPANY OFFERS COMBINED OR "BUNDLED" LOCAL EXCHANGE, INTERLATA INTEREXCHANGE, INTERLATA INTEREXCHANGE, AND INTERNATIONAL TOLL SERVICES. BY SUBSCRIBING TO COMPANY'S SERVICE, AGREES THAT COMPANY WILL BE SUBSCRIBER'S PRESUBSCRIBED LOCAL, INTRALATA TOLL, INTERLATA TOLL, AND INTERNATIONAL CARRIER, AND THAT THE SUBSCRIBER WILL BE PRECLUDED FROM PRESUBSCRIBING TO OTHER CARRIERS WHILE A SUBSCRIBER OF COMPANY'S SERVICE.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

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APPROVED FOR FILING
DECISION #: 66789

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this Tariff for Services of Company are defined below.

Anonymous Call Rejection:

Permits customers to automatically reject incoming calls when the call originates from a telephone number that has invoked a blocking feature that prevents the delivery of their number to the called party. When Anonymous Call Rejection is activated on the customerTMs line and an incoming call marked private is received, the call will be routed to an announcement that informs the calling party that the person he or she is trying to reach will not accept the call as long as the calling number is not delivered.

Authorized User:

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

Business Service:

A Service that conforms to one or more of the following criteria:

the Service is primarily for paid commercial, professional or institutional activity; or

the Service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or

the Service number is listed as the principal or only number for a business in any telecommunications directory; or

the Service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of Service, without compensation or reimbursement, for a charitable or civic purpose will not constitute business use of Service unless other criteria apply.

Call Forwarding:

Permits a Customer to automatically transfer all incoming calls to another dialable telephone number.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
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APPROVED FOR FILING
DECISION #: 66789

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Call Forwarding Busy/Don't Answer:

Automatically reroutes an incoming call to a Customer predesignated number when the called number is busy.

Call Trace:

Permits a Customer to automatically trace the telephone number of the line.

Call Waiting:

Provides a tone signal when a second call comes through a line in use.

Call Waiting ID:

An enhanced feature of Call Waiting and Caller ID. Call Waiting ID displays a new incoming caller's name and number on a separate unit prior to answering. Call Waiting ID requires Call Waiting and Caller ID service.

Called Station:

The terminating point of a call (i.e., the called number).

Caller ID and Name Delivery:

Permits a Customer to determine who is calling by displaying the caller's name and number when available.

Issued: February 3, 2005
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Effective Date: March 5, 2005

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APPROVED FOR FILING
DECISION #: 66789

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Caller ID Blocking:

Permits a Customer to withhold display of their telephone number, on an individual basis, from the telephone instrument of the party receiving the CustomerTMs call. However, a Business Customer that places calls for telemarketing purposes shall not be permitted to withhold display of their telephone number.

Carrier:

A company authorized by the Arizona Commerce Commission to provide telecommunications services.

Channel:

A communications path between two or more points of termination.

Collect Call:

A billing arrangement where a call is billed to the called station.

Commission:

The Arizona Corporation Commission

Company:

Telscape Communications, Inc.

Customer:

The person, firm, corporation or other entity which orders or uses Service and is responsible for payment of charges and compliance with tariff regulation.

Customer Premises:

A location(s) designated by the Customer for the purposes of connecting to Company's Services.

Issued: February 3, 2005

Effective Date: March 5, 2005

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Jeff Compton
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APPROVED FOR FILING
DECISION #: 66789

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Customer Premises Equipment (CPE):

Equipment located at the Customer's Premises for use with Company's Services.

Disconnect or Disconnection:

The termination of a circuit connection between the Originating Station and the Called Station or Company's operator.

Distinctive Ringing:

Allows a Customer to designate telephone numbers from which incoming calls will have a distinctive ring.

Facility:

Includes, in the aggregate or otherwise, but is not limited to, the following:

- | | |
|----------------------|-------------|
| channels | lines |
| apparatus | devices |
| equipment | accessories |
| communications paths | systems |

which are provided by Company and utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.

Force Majeure:

Causes beyond Company's control, including but not limited to: acts of God, fire, flood explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection, riots, wars, unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, fraudulent acts of a third party, or other labor difficulties.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

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APPROVED FOR FILING
DECISION #: 66789

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Holidays:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any day which is a legally observed federal government holiday.

LATA:

Local Access and Transport Area ("LATA"). A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Exchange Carrier:

A company which furnishes local exchange telecommunications service.

Local Service:

Telephone exchange service within a local calling area.

Person-to-Person:

A call for which the person originating the call specifies to the operator a particular person, department or extension to be reached.

Premises:

A building or buildings or contiguous property, not separated by a public highway or right-of-way.

Residential Service:

A service which does not meet the definition of a business service and conforms to the following criteria:

the use of the Service is primarily and substantially of a social or domestic nature; and the Service is located in a residence, or in the case of a combined business and residential Premises, the service is located in the residential section of the Premises.

Issued: February 3, 2005

Effective Date: March 5, 2005

Issued By:

Jeff Compton
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APPROVED FOR FILING
DECISION #: W6789

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Selective Call Acceptance:

Permits only selected incoming calls will be allowed to connect

Selective Call Forward:

Automatically transfers specified calls to a different number. Permits a user to program up to 12 directory numbers to automatically forwarded to any 7 or 10 digit numbers.

Selective Call Rejection:

Routes selected incoming calls to a pre-recorded announcement that calls are not being accepted.

Service(s):

The intrastate telecommunications Services that Company offers pursuant to this Tariff.

Speed Calling: 8 and 30 Code Capacity:

Allows a Customer to dial up to 8 or 30 pre-selected numbers using an abbreviated dialing sequence.

Station:

Each telephone on a line where no telephone number associated with the line is provided on the same premises and in the same building; the first termination in station key equipment or a jack for use with a portable telephone.

Station-to-Station:

Any operator handled call where the person originating the call does not specify a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

Issued: February 3, 2005

Effective Date: March 5, 2005

Issued By:

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APPROVED FOR FILING
DECISION #: 60789

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Subscriber

The individual or entity obtaining service from the Company under this tariff.

Telecommunications Relay Service (TRS):

Enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar devices, to communicate freely with the hearing population not using text telephone and visa versa.

Three Way Calling:

Allows a Customer to add a third-party to an established connection without operator assistance.

Voice Mail:

Answers all Customer calls and records messages when the Customer is on the phone or online. The Customer is provided with one greeting up to 60 seconds in length. The system will store 25 messages up to 2 minutes in length. The Customer has ten days to purge new and saved messages.

White Pages Directory Listing:

A directory listing found in the local White Pages telephone directory.

Working Day:

Any day on which Company's business office is open and the U.S. Mail is delivered.

***69 Call Return:**

Call Return calls back the last number called to Customer within in the last 30 minutes even if the phone was not answered.

***66 Repeat Dialing:**

Allows for continuous redialing of a busy number until the line is free.

Issued: February 3, 2005

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SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF COMPANY

- 2.1.1. Company undertakes to provide Services subject to the terms and conditions of this Tariff.
- 2.1.2. Company's Services are furnished for telecommunications originating and/or terminating in any area within the State of Arizona.
- 2.1.3. Company offers Services to Customers for the transmission and reception of voice, data, and other types of communications.
- 2.1.4. Company does not transmit messages pursuant to this Tariff, but its Services may be used for that purpose.
- 2.1.5. Company's Services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.6. Company may, at Company's sole discretion, elect to employ third parties to perform any of its obligations under this tariff.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

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APPROVED FOR FILING
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SECTION 2 - RULES AND REGULATIONS, Continued

2.2. CUSTOMER'S USE OF SERVICE

- 2.2.1. Service may be used for any lawful purpose consistent with this Tariff and with the transmission and switching parameters of the telecommunications facilities utilized in the provision of Services.
- 2.2.2. Equipment Company provides or installs at the Customer's premises for use in connection with the Services Company offers may not be used for any other purpose other than for which Company provided it. Customer may not, and may not permit others to, rearrange, disconnect, remove, and attempt to repair, or otherwise interfere with any of the Services or equipment installed by Company or Company's agent, except upon the consent of Company.
- 2.2.3. The Services Company offers may not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by Customer with respect thereto.
- 2.2.4. Service may not be used for any purpose for which the Customer receives any payment or other compensation, except when the Customer is a duly authorized and regulated common carrier, receives any payment or other compensation. This provision does not prohibit an arrangement between the Customer or Authorized User to share the cost of Service.
- 2.2.5. Service may not be used in any manner, which interferes with other persons in the use of their Service, prevents other persons from using their Service, otherwise impairs the quality of Service to other Customers, or impairs the privacy of any communications over any Service provided by Company. Company may require a Customer to shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.6. Service may not be used in any manner so as to annoy, abuse, threaten, or harass other persons.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

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APPROVED FOR FILING
DECISION #: 660789

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Arizona C. C. Tariff No. 1
Original Sheet No. 17

SECTION 2 - RULES AND REGULATIONS, Continued

2.2. CUSTOMER'S USE OF SERVICE, Continued

- 2.2.7. The use of Company's Services either without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.8. The Customer obtains no property right or interest in the use of any specific type of facility, Service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with Company.
- 2.2.9. Customer's use of any resold service obtained from other service providers is also subject to any applicable restrictions in the underlying provider's publicly available tariffs.

Issued: February 3, 2005
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DECISION # 66789

SECTION 2 - RULES AND REGULATIONS, Continued**2.3. APPLICATION FOR SERVICE**

- 2.3.1. A Customer desiring to obtain Service must complete the appropriate service order form and submit the service order in compliance with Company subscription requirements as may be established from time to time.
- 2.3.2. The name(s) of the Customer(s) desiring to use the Service must be set forth in the application for Service.
- 2.3.3. Company reserves the right to refuse an application for Service made by a present or former Customer who is indebted to Company for Service previously rendered pursuant to this Tariff until the indebtedness is satisfied. Company may also refuse an application when, in Company's sole discretion, provision of Service is precluded under Section 2.6.1. below.
- 2.3.4. Request for Service under this Tariff will authorize Company to conduct a credit search on the Customer. Company reserves the right to refuse Service on the basis of credit history and to refuse further Service due to late payment or nonpayment by the Customer.
- 2.3.5. Where the Customer cancels an application for Service, a cancellation charge will apply as specified in the Cancellation or Modification of Service by Customer Section of this Tariff.
- 2.3.6. Company may require an applicant for Service, who intends to use Company's offerings for resale and/or for shared use, to file a letter with Company confirming that the applicant's use of Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.3.7. THE SUBSCRIBER ACKNOWLEDGES THAT COMPANY OFFERS COMBINED OR "BUNDLED" LOCAL EXCHANGE, INTERLATA INTEREXCHANGE, INTERLATA INTEREXCHANGE, AND INTERNATIONAL TOLL SERVICES. BY SUBSCRIBING TO COMPANY'S SERVICE, AGREES THAT COMPANY WILL BE SUBSCRIBER'S PRESUBSCRIBED LOCAL, INTRALATA TOLL, INTERLATA TOLL, AND INTERNATIONAL CARRIER, AND THAT THE SUBSCRIBER WILL BE PRECLUDED FROM PRESUBSCRIBING TO OTHER CARRIERS WHILE A SUBSCRIBER OF COMPANY'S SERVICE.

Issued: February 3, 2005

Effective Date: March 5, 2005

Issued By:

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APPROVED FOR FILING
DECISION #: lele789

SECTION 2 - RULES AND REGULATIONS, Continued

2.4. DEPOSITS

- 2.4.1. Company will not require a deposit from an applicant for new Service in accordance with Commission rules.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

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APPROVED FOR FILING
DECISION #: 66789

SECTION 2 - RULES AND REGULATIONS, Continued

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Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

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DECISION #: 106789

SECTION 2 - RULES AND REGULATIONS, Continued

2.5. CREDIT

2.5.1. Company, in order to ensure payment of its charges for Service or for loss of or damage to Company property, will require Applicants and Customers to establish and maintain credit. The establishment or re-establishment of credit as provided in this Section does not relieve an applicant or Customer from compliance with other provisions of this Tariff as to the payment of bills and in no way modifies the Sections regarding disconnection and termination of Service for failure to pay bills due for Service furnished.

2.5.2. Company may require any applicant or Customer to establish and maintain credit in one of the following ways:

- A. Demonstrating credit satisfactory to Company by providing information pertinent to the applicant's or Customer's credit standing; or
- B. Providing a suitable guarantee in writing, in a form prescribed by Company.

Company may determine, in its sole discretion, whether or not a particular reference or guarantee in writing would be acceptable as a substitute for demonstrating satisfactory credit.

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Effective Date: March 5, 2005

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APPROVED FOR FILING
DECISION #: 166789

SECTION 2 - RULES AND REGULATIONS, Continued

2.5. CREDIT, Continued

2.5.3. Company will extend credit to an applicant for new Service without a deposit if the applicant has verifiable previous or existing telephone service with any telephone company in the United States for at least twelve (12) months, and the payment record is made available and the account history is satisfactory. The payment record of an account will be deemed satisfactory if all the following are met:

- A. The previous or existing service was not discontinued for nonpayment, and was not abandoned, within the past twelve (12) months; and
- B. The applicant has not been sent denial notices for previous or existing service within the past twelve (12) months; and
- C. The applicant has paid for all previous and existing service without referral to a collection agency and without a declaration of uncollectibility; and
- D. The applicant provides accurate credit information as appropriate.

2.5.4. To safeguard its interests, Company may require a Customer to make an advance payment before Services are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's recurring charges for the Service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges for a period to be set between Company and the Customer (if any). The advance payment will be credited to the Customer's initial bill. An advance payment will be required in addition to a deposit.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
Telscape Communications, Inc.
606 E. Huntington Drive
Monrovia, CA 91016

APPROVED FOR FILING
DECISION #: 66789

SECTION 2 - RULES AND REGULATIONS, Continued

2.5. CREDIT, Continued

- 2.5.5. Customer credit information may be exchanged between telecommunications companies and other utilities. Customer credit information will be retained for two (2) years, unless otherwise required by the Commission.
- 2.5.6. If an applicant for Service is unable to provide satisfactory credit information, Company may refuse to provide Service unless the applicant furnishes a deposit pursuant to Section 2.4.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
Telscape Communications, Inc.
606 E. Huntington Drive
Monrovia, CA 91016

APPROVED FOR FILING
DECISION # *le6789*

SECTION 2 - RULES AND REGULATIONS, Continued**2.6. PROVISION AND MAINTENANCE OF SERVICE**

- 2.6.1. Company will use reasonable efforts to make Service available to Customers on or before a particular date, subject to the provisions and compliance by the Customer within the provisions of this Tariff. The lack of facilities or other operational impediments, including regulatory approvals, may preclude or delay provision of Service (a) in a particular location or to a particular Customer and/or (b) at any promised performance level. Actual transmission speeds and service characteristics of a Service may vary from those expected by the Customer due to such factors as the length and gauge of the line and other operational characteristics of the equipment and facilities used.
- 2.6.2. At the request of the Customer, installation or maintenance may be performed outside of Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged by Company will apply. If installation or maintenance is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.
- 2.6.3. Company will have control over the installation, rearrangement, repair, maintenance, and disconnection of all network elements owned or otherwise obtained to ensure the required level of Service. Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but will not thereby alter the technical parameters of the Service provided to the Customer.
- 2.6.4. Company will use reasonable efforts to maintain the Service that it furnishes to the Customer. Company may make such tests, adjustments and inspections as may be necessary to maintain Company's Services and equipment in satisfactory operating condition. When possible, Company may, in its sole discretion, provide the Customer with reasonable notice of Service-affecting activities that may occur in the normal operation of Company business.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
Telscape Communications, Inc.
606 E. Huntington Drive
Monrovia, CA 91016

APPROVED FOR FILING
DECISION #: 66789

SECTION 2 - RULES AND REGULATIONS, Continued

2.6. PROVISION AND MAINTENANCE OF SERVICE, continued

- 2.6.5. Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or Company's facilities or equipment. If the protective requirements of Customer-provided equipment are not being complied with, Company may take such action as it deems necessary to protect its Services, equipment and personnel. Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take such action. If the Customer fails to do this, Company may take whatever additional action is deemed necessary, including the suspension of Service to protect its Services, equipment and personnel from harm.

- 2.6.6. Service will continue to be provided until cancelled by the Customer on not less than thirty (30) days notice.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
Telscape Communications, Inc.
606 E. Huntington Drive
Monrovia, CA 91016

APPROVED FOR FILING
DECISION #: 66789

SECTION 2 - RULES AND REGULATIONS, Continued

2.7. MINIMUM SERVICE PERIOD

- 2.7.1. The minimum Service period is one month (30 days). The Customer must pay the regular tariffed rate for Service for the minimum period of Service. If a Customer disconnects Service before the end of the minimum Service period, that Customer must pay the regular rates for the remainder of the minimum Service period. When the Service is moved within the same building, to another building on the same Premises, or to a different Premises entirely, the period of Service at each location is accumulated to calculate if the Customer has met the minimum Service period obligation.
- 2.7.2. If Service is terminated before the end of the minimum period of Service as a result of condemnation of property, damage to property requiring the Premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for Service for the remainder of the minimum period.
- 2.7.3. If Service is transferred to a new Customer at the same Premises during the first month of Service, the new Customer assumes responsibility to meet the remainder of the minimum Service period requirements. For Services not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum Service period obligation in accordance with the terms under which the Service was originally furnished.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
Telscape Communications, Inc.
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Monrovia, CA 91016

APPROVED FOR FILING
DECISION #: 66789

SECTION 2 - RULES AND REGULATIONS, Continued

2.8. CUSTOMER RESPONSIBILITIES

- 2.8.1. The Customer is responsible for the payment of all charges for Service furnished to the Customer and for all additional charges for calls the Customer elects to continue making.
- 2.8.2. The Customer is responsible for compliance with applicable regulations set forth in this Tariff.
- 2.8.3. Upon Company request, the Customer must verify the name(s) of Authorized Users allowed to request and use the Customer's Service.
- 2.8.4. Customer will return to Company within five (5) days of termination of Service all Company-provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by Company. Upon demand, Customer will reimburse Company for any costs incurred by Company due to Customer's failure to comply with this Section.
- 2.8.5. Customer is responsible for the payment of any bills for Services and for the resolution of any disputes or discrepancies with Company. Company has no responsibility with respect to billings, charges or disputes related to services used by Customer which are not included in Services herein including, without limitation, any local, regional and long distance services not provided by Company.
- 2.8.6. The Customer is responsible for establishing identity as often as is necessary during the course of the call or when seeking credits from Company.
- 2.8.7. The Customer must make arrangements or obtain permission for safe, reasonable and continuous access and right-of-way for Company employees or agents of Company to enter the Premises of the Customer or any Authorized User of the Customer at any reasonable hour for the purpose of performing Company's obligations under this Tariff.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
Telscape Communications, Inc.
606 E. Huntington Drive
Monrovia, CA 91016

APPROVED FOR FILING
DECISION #: 606789

SECTION 2 - RULES AND REGULATIONS, Continued

2.8. CUSTOMER RESPONSIBILITIES, Continued

- 2.8.8. The Customer is responsible for the payment of (a) Service charges as set forth herein and (b) charges for visits by Company's agents or employees to the Premises of the Customer or Authorized User when the Service difficulty or trouble report results from the use of Services and equipment by the Customer or Authorized User.
- 2.8.9. Customer will, at Customer's expense, provide reasonable space, power, and level of heating and air conditioning, and otherwise maintain the proper environment to operate Company's Service at Customer's or Authorized User's premises.
- 2.8.10. The Customer may not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent will be null and void.
- 2.8.11. A Customer or Authorized User may not represent in any way that the relationship between Customer or Authorized User and Company is anything other than one of customer and supplier, respectively. Nothing in this Tariff gives Customer or Authorized Users any authority to bind or otherwise incur liability on behalf of Company. Nothing in this Tariff constitutes an endorsement by Company of any activity, service or product of Customer or Authorized Users.
- 2.8.12. The Customer is responsible for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's Premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over Company's network without the authorization of the Customer.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
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APPROVED FOR FILING
DECISION #: 66789

SECTION 2 - RULES AND REGULATIONS, Continued

2.9. PAYMENTS AND BILLING

- 2.9.1. Service is provided and recurring Service charges billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer.
- 2.9.2. Non-recurring charges and charges based on actual usage are billed monthly in arrears.
- 2.9.3. Billing is payable upon receipt and past due twenty (20) days after issuance and posting of invoice. Bills not paid within twenty one (21) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance.
- 2.9.4. A Customer will not be liable for any late payment charge applicable to a disputed portion of that Customer's bill, so long as the Customer pays the undisputed portion of the bill and enters into bona fide negotiations to resolve the dispute on a timely basis, pursuant to Section 2.9.10.
- 2.9.5. Checks presented in payment for Services and subsequently returned to Company by the Customer's financial institution for "Non-Sufficient Funds" or other reasons will incur a nonrecurring charge per Customer per check.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
Telscape Communications, Inc.
606 E. Huntington Drive
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APPROVED FOR FILING
DECISION #: 66789

SECTION 2 - RULES AND REGULATIONS, Continued

2.9. PAYMENTS AND BILLING, Continued

- 2.9.6. A Customer will be placed on a "cash only" basis upon receipt of two (2) returned checks within a twelve (12)-month period of time. "Cash only" is herein defined as cashier's checks, U.S. currency, or money orders.
- 2.9.7. Receipt of a subsequently dishonored negotiable instrument in response to a notice of discontinuance will not constitute payment of a Customer's account, and Company will not be required to issue additional notice prior to discontinuance. However, three (3) banking days must be allowed for redemption of such instrument.
- 2.9.8. Billing disputes should be addressed to Company's Customer service organization via a toll-free telephone number, 800.835.7227 Customer service representatives are available from 8:00 a.m. to 6:00 p.m. Pacific Time. Messages may be left for Customer services from 6:01 p.m. to 7:59 a.m. Pacific Time, which will be answered on the next business day, unless in the event of an emergency which threatens Customer service.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
Telscape Communications, Inc.
606 E. Huntington Drive
Monrovia, CA 91016

APPROVED FOR FILING
DECISION #: 66789

SECTION 2 - RULES AND REGULATIONS, Continued

2.9. PAYMENTS AND BILLING, Continued

2.9.9. In case of a billing dispute between Customer and Company as to the correct amount of a bill, which cannot be adjusted with mutual satisfaction, Customer may enter the following arrangement:

- A. First, Customer requests, and Company will comply with the request, an investigation and review of the disputed amount.
- B. The Customer pays the undisputed portion of the bill by the Due By Date shown on the bill or the Service will be subject to disconnection if Company has notified Customer by written notice of such delinquency and impending termination.
- C. If there is still disagreement after the investigation and review by a manager of Company, Customer may appeal to Commission for its investigation and decision.
- D. Company will not disconnect Customer's Service for nonpayment as long as Customer complies with this arrangement.
- E. Company will respond to the Commission's requests for information within ten (10) business days.
- F. The Commission will review the claim regarding the disputed amount, communicate the results of its review to Customer and Company, and require disbursement according to those results.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
Telscape Communications, Inc.
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Monrovia, CA 91016

APPROVED FOR FILING
DECISION #: 66789

SECTION 2 - RULES AND REGULATIONS, Continued

2.9. PAYMENTS AND BILLING, Continued

2.9.10. Disputed Bills, continued

G. After the investigation and review are completed by Company as noted in subsection A. above, if Customer elects not to deposit the amount in dispute with Commission, such amount becomes due and payable at once. In order to avoid disconnection of Service, such amount must be paid within seven (7) calendar days after the date Company notifies Customer that the investigation and review are completed and that such payment must be made or Service will be interrupted. However, the Service will not be disconnected prior to the Due By Date shown on the bill.

H. The address and telephone number of the Commission is:

Arizona Corporation Commission
Consumer Services Section
1200 West Washington Street
Phoenix, Arizona 85007

Telephone number: 602.542.4251
Toll Free: 800.222.7000

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
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Monrovia, CA 91016

APPROVED FOR FILING
DECISION #: 466789

SECTION 2 - RULES AND REGULATIONS, Continued

2.10. TAXES

Customer must pay, without limitation, all sales, use, gross receipts, excise, access, bypass, and other local, state and federal taxes, charges, fees, and surcharges, however designated, imposed on or based upon the provision, sale or use of the Services (excluding taxes on Company's net income). Such taxes may be separately stated on the applicable invoice.

2.11. ALLOWANCES FOR INTERRUPTION OF SERVICE

2.11.1. For the purpose of applying this provision, the word "interruption" means the inability to access Service due to equipment malfunction or human errors. "Interruption" does not include, and no allowance will be given for, Service difficulties such as slow access, circuits busy or other network and/or switching capacity shortages.

2.11.2. Credit allowances will be given in accordance to this Section 2.11. for interruptions of Service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer or another Carrier, and are subject to the general limitation of liability provisions set forth in Section 2.15. herein. Customer must notify Company of any interruptions of Service. Before giving such notice, the Customer must ascertain that the trouble is not caused by any action or omission of the Customer, and not otherwise within the Customer's control. Otherwise customer credits will be given in accordance with Section 2.24.

2.11.3. For purposes of computing a credit under Section 2.11. every month is considered to have 720 hours. No credit will be allowed for an interruption of a continuous duration of less than two hours. Company will credit the Customer for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the Service affected for each hour or major fraction thereof that the interruption continues.

Credit formula: $Credit - (A/720) \times B$

A - outage time in hours

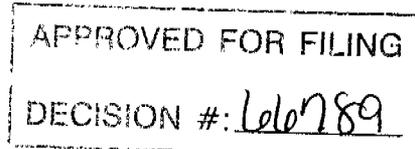
B - total monthly charge for affected Service

Issued: February 3, 2005

Effective Date: March 5, 2005

Issued By:

Jeff Compton
Telscape Communications, Inc.
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SECTION 2 - RULES AND REGULATIONS, Continued

2.12. CANCELLATION OR MODIFICATION OF SERVICE BY CUSTOMER

- 2.12.1. Customers may cancel Service by providing written notice to Company at least thirty (30) days prior to cancellation. The notice must specify the date on which Service is to be discontinued.
- 2.12.2. The Customer remains responsible for all Service charges until the day and time on which Service is actually disconnected.
- 2.12.3. If Customer cancels Service before Company completes installation of the Service and at the time of cancellation Company has incurred any expense in installing Services or preparing to install Service that it would not otherwise have incurred, a charge equal to the cost Company incurred will apply. In no case will this charge exceed the charge for the minimum period of Services ordered, including installation charges and Non-Recurring charges and all amounts others may charge Company that would have been chargeable to the Customer had Service been initiated.
- 2.12.4. If the Customer cancels Service after Company has completed installation, the charge set forth in Section 2.12.3. will apply to the extent Company has not yet recovered the costs described in Section 2.12.3. In addition, the minimum Service period obligations described in Section 2.7. will apply regardless of whether Service has been initiated and the charges due under Section 4 apply.
- 2.12.5. In the case of a Customer-initiated modification of Service, charges for the subsequent order are in addition to the costs incurred before the Customer changed the original order.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
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Monrovia, CA 91016

APPROVED FOR FILING
DECISION # 66789

SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CANCELLATION BY COMPANY

2.13.1. Company may immediately discontinue furnishing the Service to a Customer without incurring liability:

- A. If there is a condition determined in Company's sole discretion to be hazardous to the Customer, to other Customers of Company, to Company's equipment, to the public or to employees or agents of Company; or
- B. If Company deems refusal or disconnection necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or Services; or
- C. For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to Service; or
- D. For use of Company's Services for any purpose other than that described in the application; or
- E. In the event of Customer use of equipment in such a manner as to adversely affect Company's equipment or the Service to others; or
- F. In the event of tampering with the equipment furnished and owned by Company; or
- G. In the event of unauthorized or fraudulent use of Service.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
Telscape Communications, Inc.
606 E. Huntington Drive
Monrovia, CA 91016

APPROVED FOR FILING
DECISION #: 106789

SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CANCELLATION BY COMPANY, Continued

- 2.13.2. Company may discontinue service according to the following conditions upon written notice:
 - A. For violation of Company's filed tariffs; or
 - B. For the non-payment of any proper charge as provided by Company's Tariff; or
 - C. For Customer's breach of the contract for service between the utility and Customer.

- 2.13.3. The discontinuance of Service(s) by Company pursuant to this section does not relieve the Customer of any obligations to pay Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein are not exclusive, and Company is at all times be entitled to all the rights available to it under law or equity.

- 2.13.6. Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or Services.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
Telscape Communications, Inc.
606 E. Huntington Drive
Monrovia, CA 91016

APPROVED FOR FILING
DECISION #: 166789

SECTION 2 - RULES AND REGULATIONS, Continued

2.14. RESTORATION OF SERVICE

- 2.14.1. 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.
- 2.14.2. 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.
- 2.14.3. 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.
- 2.14.4. 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.
- 2.14.5. Any Customer whose Service has been disconnected may be required to pay Service reconnection charges equal to the initial Service Connection Charge before Service is restored.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
Telscape Communications, Inc.
606 E. Huntington Drive
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APPROVED FOR FILING
DECISION #: 106789

SECTION 2 - RULES AND REGULATIONS, Continued**2.15. LIMITATION OF LIABILITY**

- 2.15.1. Company will not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless Company from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:
- A. Libel, slander, or invasion of privacy from material, data, information or other content transmitted over Company's facilities; or
 - B. Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, arising from (1) combining (or using in connection with) Company-provided Services and equipment with any facilities, services functions, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products which Company furnished in a manner Company did not contemplate and over which Company exercises no control. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, will obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim in infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement; or
 - C. A breach in the privacy or security of communications transmitted over Company's facilities; or
 - D. Acts, mistakes, omission, interruptions delays, errors or defects in transmission over Company's facilities or equipment; or
 - E. Injuries to persons or property from voltages or currents transmitted over Company-provided facilities caused by Customer-provided equipment or Premises wire; or
 - F. The disconnection of Service for failure to pay the charges billed to Customer, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages, so long as such disconnection of Service complied with the applicable rules and regulations; or

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
Telscape Communications, Inc.
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APPROVED FOR FILING
DECISION #: 66798

SECTION 2 - RULES AND REGULATIONS, Continued

2.15. LIMITATION OF LIABILITY, Continued

2.15.1. Continued

- G. Violations of the obligations of the Customer under this Tariff; or
- H. Defacement of or damage to Customer Premises, facilities or equipment resulting from the furnishing of Service or equipment on such Premises or the installation, maintenance, repair or removal thereof, unless such defacement or damage is caused by willful misconduct of Company's agents or employees; or
- I. The interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service as set forth in this Tariff; or
- J. Any lost, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of Company, Customer, Authorized User or their employees, agents representatives or invitees; or
- K. Any delay or failure of performance or equipment due to a Force Majeure condition or any unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment.
- L. Misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Tariff, so long as Company has complied with any applicable rules and regulation related thereto; or
- M. Fees Company delivered to a jurisdiction in question and not returned to Company as provided in the Taxes Section of this Tariff; or

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
Telscape Communications, Inc.
606 E. Huntington Drive
Monrovia, CA 91016

APPROVED FOR FILING
DECISION #: 100789

SECTION 2 - RULES AND REGULATIONS, Continued

2.15. LIMITATION OF LIABILITY, Continued

2.15.1. Continued

N. Any act, mistake, omission fraudulent act of a third party, interruption, delay error, or defect caused by or contributed to by:

1. Another company or Carrier, or its agents or employees, when the facilities or equipment of the other company of Carrier are used for or with the Service Company offers. This included the provision of a signaling system or other database by another company; or
2. The Customer, or any third party acting as its agent, in connection with Company-provided or Customer-provided facilities or equipment, including, but not limited, the Customer's failure to take all necessary steps to obtain, install and maintain all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer to Company's network; or
3. A third party.

O. Any failures, errors malfunctions or omissions of Caller ID Blocking whether or not arising from or relating to any ordinary negligence or other conduct by Company; or

P. Any unauthorized use of the Service provided to Customer.

2.15.2. The liability of Company for damages arising out of the furnishing of, or failing to furnish, its Services, including but not limited to mistakes, omission, disconnections, interruptions, delays, acts of a third party, errors, defects, or representations, whether caused by acts or omissions is limited to the extension of allowances for interruption as set forth in this Tariff. Such allowances for interruptions are the sole remedy of the Customer and the sole liability of Company. Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service, equipment or facilities, or a the acts or omissions, acts of a third party, or the acts or omissions or negligence of Company, its employees or agents.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
Telscape Communications, Inc.
606 E. Huntington Drive
Monrovia, CA 91016

APPROVED FOR FILING
DECISION #: 106789

SECTION 2 - RULES AND REGULATIONS, Continued

2.15. LIMITATION OF LIABILITY, Continued

- 2.15.3. The liability of Company's suppliers and vendors for damages arising out of the furnishing of, or failing to furnish, their services, including but not limited to mistakes, omissions, interruptions, delays, errors, defects, or representations, whether caused by acts or omissions of such suppliers and vendors shall be limited to the extension of allowances for interruptions as set for in this Tariff. The extension of such allowances for interruptions will be the sole remedy of the Customer and the sole liability of Company's supplier and vendors. Company's suppliers and vendors will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer, as a result of any service, equipment or facilities, or the act of omissions, or negligence of Company's suppliers and vendors, its employees or agents.
- 2.15.4. The entire liability of Company for any claim, loss, damage or expense from any cause whatsoever will in no event exceed sums actually paid to Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against Company may be commenced more than one (1) year after the Service is rendered.
- 2.15.5. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.
- 2.15.6. The liability of Company for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the even that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
Telscape Communications, Inc.
606 E. Huntington Drive
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APPROVED FOR FILING
DECISION #: 166789

SECTION 2 - RULES AND REGULATIONS, Continued

2.15. LIMITATION OF LIABILITY, Continued

2.15.7. With respect to Emergency Number 911 Service:

- A. This 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: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this Service; or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this Service.

- B. 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.

2.15.8. With respect to Directory Listing Service:

- A. In the absence of gross negligence or willful misconduct, Company has no liability for damages arising from errors, mistakes in or omissions of directory listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
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APPROVED FOR FILING
DECISION #: 660789

SECTION 2 - RULES AND REGULATIONS, Continued

2.15. LIMITATION OF LIABILITY, Continued

2.15.8. With respect to Directory Listing Service:, Continued

- B. Company's liability arising from errors or omissions in directory listings will be limited to the amount of actual impairment to the Customer's Service and in no event will exceed one-half (1/2) the amount of the fixed monthly charges applicable to Service affected during the period covered by the directory in which the error or omission occurs.
- C. As part of providing any private listing or semi-private listing Services, Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number which includes the number of the party called. Company will try to prevent the disclosure of unpublished listings, but will not be liable in any manner should such a number be divulged.
- D. 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.

2.15.9. Company will not be liable for any refusals or failures to provide or delays in commencing Service to any Customer pursuant to Section 2.6.1 or for any failure to provide or maintain Service at any particular performance level.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
Telscape Communications, Inc.
606 E. Huntington Drive
Monrovia, CA 91016

APPROVED FOR FILING

DECISION #: lcl789

SECTION 2 - RULES AND REGULATIONS, Continued

2.15. LIMITATION OF LIABILITY, Continued

2.15.10. Company makes no warranty or representation of any kind whatsoever with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any entity or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
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606 E. Huntington Drive
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APPROVED FOR FILING
DECISION #: 66789

SECTION 2 - RULES AND REGULATIONS, Continued

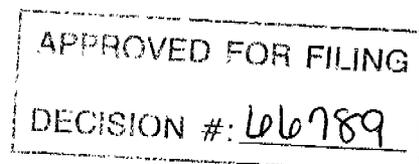
2.16. NOTICES

Any notice Company may give to a Customer will be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Customer's billing address. Any notice the Customer may give Company will be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to Company at the address provided in the most recently revised tariff pages.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
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SECTION 2 - RULES AND REGULATIONS, Continued

2.17. CUSTOMER PROVIDED EQUIPMENT AND INTERCONNECTION

- 2.17.1. Customer-provided equipment on the Premises of Customer or Authorized User, the operating personnel there, and the electric power consumed by such equipment must be provided by and maintained at the expense of the Customer or Authorized User. Conformance of Customer-provided equipment with Part 68 of the FCC Rules is the responsibility of Customer.
- 2.17.2. Customer or Authorized User must ensure that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring must be such as not to cause damage to Company-provided equipment and wiring or injury to Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury may be provided by Company at Customer's expense.
- 2.17.3. Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provided equipment is connected to the facilities and equipment furnished under this Tariff, the responsibility of Company will be limited to the furnishing of Service, facilities and equipment offered pursuant to this Tariff. Beyond this responsibility, Company will not be responsible for:
- A. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - B. the reception of signals by Customer-provided equipment; or
 - C. network control signaling when performed by Customer-provided network control signaling equipment.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
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606 E. Huntington Drive
Monrovia, CA 91016

APPROVED FOR FILING
DECISION # 66789

SECTION 2 - RULES AND REGULATIONS, Continued

2.17. CUSTOMER PROVIDED EQUIPMENT AND INTERCONNECTION, Continued

- 2.17.4. The Customer must secure all licenses, permits, rights-of-way and other arrangements necessary for interconnection with Company. In addition, the Customer must ensure that its equipment and/or system or that of its Authorized User or agent(s) is properly interfaced with Company's Service and the signals emitted into Company's network are of the proper mode, band-width, power, data speed and signal level for the intended use of the Customer. If the Customer or its Authorized User or agent(s) fails to properly maintain and operate its equipment and/or system, Company may, upon written request, require the use of protective equipment at the Customer's expense.
- 2.17.5. Interconnection between the facilities or services of other carriers is governed by the applicable terms and conditions of the other carriers' tariffs.
- 2.17.6. Service furnished by Company may be interconnected with services or facilities of other authorized carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers must be provided at the Customer's expense.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
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606 E. Huntington Drive
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APPROVED FOR FILING
DECISION #: lele 789

SECTION 2 - RULES AND REGULATIONS, Continued

2.18. PROVISION AND OWNERSHIP OF TELEPHONE NUMBERS

- 2.18.1. The Customer has no property right in any telephone number or any right to continuance of Service through any particular serving office. Company may change a telephone number or a serving office designation, or both, of a Customer if required for engineering or technical reasons or whenever Company deems it desirable in the conduct of its business to do so.

- 2.18.2. Telephone numbers will not be changed as a penalty or to enforce payment for directory advertising charges.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
Telscape Communications, Inc.
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APPROVED FOR FILING
DECISION #: *66189*

SECTION 2 - RULES AND REGULATIONS, Continued

2.19. PROMOTIONAL OFFERINGS

Company may, from time to time, make promotional offerings of its Services, which may include waiving or reducing the applicable charges for the promoted Service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Specific promotional offerings in effect are listed in section 5 of this Tariff.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
Telscape Communications, Inc.
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APPROVED FOR FILING
DECISION #: 66789

SECTION 3 - DESCRIPTION OF SERVICE

3.1. APPLICATION OF RATES

3.1.1. The following sections set forth the rules and regulations governing the application of rates for Company Services, including the following general rate categories:

- A. Nonrecurring Charges for installation of facilities and Services;
- B. Monthly Rates for availability and use of facilities and Services; and
- C. Usage or Transaction Charges (where applicable).

3.1.2. Timing of Calls

- A. The Customer's usage charge is based on the actual usage of Company's Service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer and termination is determined by hardware supervision in which the distant local telephone company sends or ends an supervision signal to Company's switch or the software utilizing audio tone detection. The timing of the call occurs when the called party answers and terminated when either party hangs up.
- B. For measured calls, the minimum call duration for billing purposes is six (6) second increments with six (6) second billing increments thereafter, unless otherwise stated.
- C. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- D. There is no billing for incomplete calls.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

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APPROVED FOR FILING
DECISION #: 66789

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.1. APPLICATION OF RATES, continued

3.1.3. Service Areas

- A. Unless otherwise specified in this tariff, local exchange boundaries and rate centers are the same as those contained in Qwest's Local Exchange Tariff currently on file with the Commission.
- B. Unless otherwise specified in this tariff, Company's interexchange (toll) Service area is statewide.
- C. Company's description of service area in no way compels Company to provide any Service in an area where facilities or other extenuating factors limit Company's ability to provide Service.
- D. Basic Exchange Access Services are offered in three general access areas for which rates differ. Customers are grouped into urban, suburban, and rural, zones 1, 2, and 3, respectively, as defined by the Commission.

3.1.4. Service Connection Charges

- A. Service Connection Charges are nonrecurring charges for establishing or modifying Services. Service Connection Charges are incurred by Customer-initiated requests only.
- B. Unless specifically exempted in this or other Sections of this Tariff, Service Connection Charges apply to all Customer-initiated requests, and are in addition to all other scheduled rates and charges.
- C. The charges specified herein reflect Service provided during regularly scheduled work hours, at current installation intervals and without work interruptions by the Customer.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
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APPROVED FOR FILING
DECISION #: 66789

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.1. APPLICATION OF RATES, continued

3.1.4. Service Connection Charges, continued

- D. Customer requests for expedited Services that require installations on a date that is less than the normal offered interval may result in an increase in applicable Service Connection Charges.
- E. Customer requests performed on an out-of-hours basis shall also incur an add-on to applicable Service Connection Charges (excluding the Service Ordering Charge), along with any additional costs that may be involved.
- F. Service Connection Charges for the initial establishment of Service are payable with the first bill rendered for Service.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
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APPROVED FOR FILING
DECISION #: 166789

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.2. TELScape COMMUNICATIONS, INC. SERVICES

3.2.1. Services provide a Customer connection to Company's network, enabling the Customer, among other things, to:

- A. Originate communications to other points on Company's network;
- B. Receive communications from other points on Company's network;
- C. Access Company's Services as set forth in other Company tariffs;
- D. Access local, interexchange and international telecommunications services provided by other authorized carriers and the customers of such carriers to the extent such carriers are interconnected with Company's network;
- E. Access Company's business office for Service-related assistance;
- F. Access 911 or E911 services, where available, operator services, directory assistance, and telecommunications relay services;
- G. Access Operator-Assisted Calling Services; and
- H. Access Directory Assistance.

3.2.2. Services may not be available to originate calls to other telephone companies' caller-paid information services (e.g., NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services may be blocked by Company's facilities.

3.2.3. Local service Customers receive one listing per assigned telephone number in the local White Pages Directory and receive a copy of the White Pages Directory at no additional charge.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
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APPROVED FOR FILING
DECISION #: 66789

SECTION 4 - RATES**4.1 BASIC BUSINESS SERVICE****4.1.1 Applicability**

These rates are applicable to measured single line local exchange business service.

4.1.2 Territory

Within the base rate areas of all exchanges as shown and defined in Qwest's current and effective tariffs on file with the Arizona Corporation Commission.

4.1.3 Rates**A. Service Establishment**

To process an order for service (per line, per order):

Minimum	Maximum
\$45.89	\$89.11

B. Service Charge

	Minimum	Maximum
Initial Line (per line, per month)	\$6.23	\$12.37
Each Additional Line (per line, per month)	\$7.08	\$17.06

C. Long Distance Access

Minimum	Maximum
\$1.91	\$3.79

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
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606 E. Huntington Drive
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APPROVED FOR FILING
DECISION #: <u>66789</u>

SECTION 4 – RATES, Continued

4.1 BASIC BUSINESS SERVICE, Continued

4.1.3 Rates, Continued

D. Usage Based IntraLATA Toll Service

Peak Period Rate (Mondays through Fridays from 6:00 a.m. to 5:59 p.m.)		
Access Area	First Minute Minimum	First Minute Maximum
1 & 2	\$0.0186	\$0.0369
3	\$0.0452	\$0.0899
IntraLATA	\$0.0730	\$0.1450

Peak Period Rate (Mondays through Fridays from 6:00 a.m. to 5:59 p.m.)		
Access Area	Add'l Minute Minimum	Add'l Minute Maximum
1 & 2	\$0.0059	\$0.0117
3	\$0.0101	\$0.0200
IntraLATA	\$0.0730	\$0.18203

Off – Peak Period Rate (all non-peak periods plus recognized holidays)		
Access Area	First Minute Minimum	First Minute Maximum
1 & 2	\$0.0130	\$0.0260
3	\$0.0317	\$0.0629
IntraLATA	\$0.0560	\$0.1184

Off – Peak Period Rate (all non-peak periods plus recognized holidays)		
Access Area	Add'l Minute Minimum	Add'l Minute Maximum
1 & 2	\$0.0039	\$0.0083
3	\$0.0070	\$0.0140
IntraLATA	\$0.0560	\$0.1184

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
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APPROVED FOR FILING
DECISION #: 66789

ORIGINAL

Telscape Communications, Inc.

Arizona C. C. Tariff No. 1

Original Sheet No. 56

SECTION 4 – RATES, Continued**4.1 BASIC BUSINESS SERVICE, Continued**

4.1.3 Rates, Continued

E. Hunting Service Charge

	Minimum Recurring Charge	Maximum Recurring Charge	Minimum Non-Recurring Charge	Maximum Non-Recurring Charge
Per line	\$0.34	\$0.67	\$20.10	\$39.99

F. Business Custom Calling Features

	Minimum Recurring Charge	Maximum Recurring Charge	Minimum Non-Recurring Charge	Maximum Non-Recurring Charge
Anonymous Call Rejection	\$2.48	\$4.92	\$3.02	\$5.99
Call Forwarding	\$2.61	\$5.17	\$3.82	\$7.58 ¹
Three Way Calling	\$2.61	\$5.17	\$3.82	\$7.58 ¹
Speed Calling 8	\$2.61	\$5.17	\$3.82	\$7.58 ¹
Speed Calling 30	\$3.73	\$7.39	\$3.82	\$7.58 ¹
Call Forwarding Busy/Don't Answer	\$2.67	\$5.31	\$3.82	\$7.58 ¹
Voice Mail (not available in a bundle)	\$5.06	\$10.04	\$6.67	\$13.23
Call Waiting	\$2.61	\$5.17	\$3.82	\$7.58 ¹
Distinctive Ringing	\$3.16	\$6.18	\$3.82	\$7.58 ¹
*69 Call Return	\$3.16	\$6.18	\$3.82	\$7.58 ¹
*66 Repeat Dialing	\$3.16	\$6.18	\$3.82	\$7.58 ¹
Selective Call Acceptance	\$3.16	\$6.18	\$3.82	\$7.58 ¹
Selective Call Rejection	\$3.16	\$6.18	\$3.82	\$7.58 ¹
Selective Call Forward	\$2.18	\$4.32	\$3.02	\$5.99
Call Trace	\$3.16	\$6.18	\$3.82	\$7.58 ¹
Call Trace – Law Enforcement	\$0.00	\$0.00	\$0.00	\$0.00
Caller ID and Call Name Delivery	\$4.77	\$9.47	\$3.82	\$7.58 ¹
Call ID Blocking	\$0.00	\$0.00	\$0.00	\$0.00
Call Waiting ID	\$2.01	\$3.99	\$3.82	\$7.58 ¹

¹ A single installation fee applies when three or more features (identified by reference to this note) are ordered at the same time.

Issued: February 3, 2005

Effective Date: March 5, 2005

Issued By:

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DECISION #: 66789

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Arizona C. C. Tariff No. 1
Original Sheet No. 57

SECTION 4 – RATES, Continued

4.1 BASIC BUSINESS SERVICE, Continued

4.1.3 Rates, Continued

G. Per Use Features

	Minimum	Maximum
*69 Call Return	\$0.64	\$1.26
*66 Repeat Dialing	\$0.64	\$1.26
Three Way Calling	\$0.64	\$1.26

H. Business Packaged Service Plans

1. Local 500 Plan

Provides local access and long distance access for three lines with unlimited local calling and 500 minutes of IntraLATA calling. Five compatible features, excepting voice mail, must be selected and may be used in any combination on any of the three lines as specified at time of order. Voice Mail, if desired, must be selected as a stand-alone item and is available to on-net customers only. Included minutes do not roll over month to month.

	Minimum Monthly Recurring Charge	Maximum Monthly Recurring Charge	Minimum Non-Recurring Charge	Maximum Non-Recurring Charge
Local 500 Plan, basic	\$31.46	\$62.44	\$135.68	\$269.33
Additional Local Access Lines, each	\$6.23	\$12.37	\$44.89	\$89.11
Additional Long Distance Access Lines, each	\$0.00	\$0.00	\$0.00	\$ 0.00

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

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APPROVED FOR FILING
DECISION #: 66789

SECTION 4 – RATES, Continued

4.1 BASIC BUSINESS SERVICE, Continued

4.1.3 Rates, Continued

H. Business Packaged Service Plans, Continued

2. Local 1000 Plan

Provides local access and long distance access for three lines with unlimited local calling and 1,000 minutes of IntraLATA calling. Five compatible features, excepting voice mail, must be selected and may be used in any combination on any of the three lines as specified at time of order. Voice Mail, if desired, must be selected as a stand-alone item and is available to on-net customers only. Included minutes do not roll over month to month.

	Minimum Monthly Recurring Charge	Maximum Monthly Recurring Charge	Minimum Monthly Non-Recurring Charge	Maximum Monthly Non-Recurring Charge
Local 1000 Plan, basic	\$38.82	\$77.07	\$135.68	\$269.33
Additional Local Access Lines, each	\$6.23	\$12.37	\$44.89	\$89.11
Additional Long Distance Access Lines, each	\$0.00	\$0.00	\$0.00	\$ 0.00

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
Telscape Communications, Inc.
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APPROVED FOR FILING
DECISION # 66789

SECTION 4 – RATES, Continued

4.1 BASIC BUSINESS SERVICE, Continued

4.1.3 Rates, Continued

H. Business Packaged Service Plans, Continued

3. Local 1500 Plan

Provides local access and long distance access for three lines with unlimited local calling and 1500 minutes of IntraLATA calling. Five compatible features, excepting voice mail, must be selected and may be used in any combination on any of the three lines as specified at time of order. Voice Mail, if desired, must be selected as a stand-alone item and is available to on-net customers only. Included minutes do not roll over month to month.

	Minimum Monthly Recurring Charge	Maximum Monthly Recurring Charge	Minimum Monthly Non-Recurring Charge	Maximum Monthly Non-Recurring Charge
Local 1500 Plan, basic	\$46.20	\$91.70	\$135.68	\$269.33
Additional Local Access Lines, each	\$6.23	\$12.37	\$44.89	\$89.11
Additional Long Distance Access Lines, each	\$0.00	\$0.00	\$0.00	\$ 0.00

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

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APPROVED FOR FILING

DECISION #: 66789

SECTION 4 – RATES, Continued

4.1 BASIC BUSINESS SERVICE, Continued

4.1.3 Rates, Continued

H. Business Packaged Service Plans, Continued

4. National 500 Plan

Provides local access and long distance access for three lines with unlimited local calling and 500 minutes of IntraLATA calling and 500 minutes of InterLATA calling within the 48 contiguous states. Five compatible features, excepting voice mail, must be selected and may be used in any combination on any of the three lines as specified at time of order. Voice Mail, if desired, must be selected as a stand-alone item and is available to on-net customers only. Included minutes do not roll over month to month.

	Minimum Monthly Recurring Charge	Maximum Monthly Recurring Charge	Minimum Monthly Non-Recurring Charge	Maximum Monthly Non- Recurring Charge
National 500 Plan, basic	\$51.56	\$102.34	\$135.68	\$269.33
Additional Local Access Lines, each	\$6.23	\$12.37	\$44.89	\$89.11
Additional Long Distance Access Lines, each	\$0.00	\$0.00	\$0.00	\$ 0.00

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
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APPROVED FOR FILING
DECISION #: 66789

SECTION 4 – RATES, Continued**4.1 BASIC BUSINESS SERVICE, Continued****4.1.3 Rates (Cont'd)****H. Business Packaged Service Plans (Cont'd)****5. National 1000 Plan**

Provides local access and long distance access for three lines with unlimited local calling, 500 minutes of IntraLATA calling and 1000 minutes of InterLATA calling within the 48 contiguous states. Five compatible features, excepting voice mail, must be selected and may be used in any combination on any of the three lines as specified at time of order. Voice Mail, if desired, must be selected as a stand-alone item and is available to on-net customers only. Included minutes do not roll over month to month.

	Minimum Monthly Recurring Charge	Maximum Monthly Recurring Charge	Minimum Monthly Non-Recurring Charge	Maximum Monthly Non- Recurring Charge
National 1000 Plan, basic	\$71.66	\$142.24	\$135.68	\$269.33
Additional Local Access Lines, each	\$6.23	\$12.37	\$44.89	\$89.11
Additional Long Distance Access Lines, each	\$0.00	\$0.00	\$0.00	\$ 0.00

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
Telscape Communications, Inc.
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DECISION #: 106789

ORIGINAL

Telscape Communications, Inc.

Arizona C. C. Tariff No. 1
Original Sheet No. 62

SECTION 4 – RATES, Continued

4.1 BASIC BUSINESS SERVICE, Continued

4.1.3 Rates, Continued

H. Business Packaged Service Plans (Cont'd)

6. National 1500 Plan

Provides local access and long distance access for three lines with unlimited local calling, 500 minutes of IntraLATA calling and 1500 minutes of InterLATA calling within the 48 contiguous states. Five compatible features, excepting voice mail, must be selected and may be used in any combination on any of the three lines as specified at time of order. Voice Mail, if desired, must be selected as a stand-alone item and is available to on-net customers only. Included minutes do not roll over month to month.

	Minimum Monthly Recurring Charge	Maximum Monthly Recurring Charge	Minimum Monthly Non-Recurring Charge	Maximum Monthly Non- Recurring Charge
National 1500 Plan, basic	\$91.76	\$180.81	\$149.74	\$297.26
Additional Local Access Lines, each	\$6.23	\$12.37	\$44.89	\$89.11
Additional Long Distance Access Lines, each	\$0.00	\$0.00	\$0.00	\$ 0.00

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
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APPROVED FOR FILING
DECISION #: 66789

SECTION 4 – RATES, Continued

4.1 BASIC BUSINESS SERVICE, Continued

4.1.4 Special Terms and Conditions

Charges for calls are based on the period in which the call is made, the length of the call and the zone from which the call is made. Peak and Off Peak Periods are as follows:

Peak Period	Monday through Friday, 6:00 a.m. - 5:59 p.m.
Off Peak Period	All non-peak periods plus recognized holidays.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
Telscape Communications, Inc.
606 E. Huntington Drive
Monrovia, CA 91016

APPROVED FOR FILING
DECISION # <u>46789</u>

SECTION 4 – RATES, Continued

4.2 BASIC RESIDENTIAL SERVICE

4.2.1 Applicability

These rates are applicable to single line local exchange residential service.

4.2.2. Territory

Within the base rate areas of all exchanges as shown and defined in QWEST's current and effective tariffs on file with the Arizona Corporation Commission.

4.2.3. Rates

A. Service Establishment

To process an order service	Minimum	Maximum
(per line, per order):	\$22.11	\$43.89

B. Service Charge

	Minimum	Maximum
(per line, per month):	\$11.36	\$22.54

C. Long Distance Access

Minimum	Maximum
\$3.32	\$6.58

Issued: February 3, 2005

Effective Date: March 5, 2005

Issued By:

Jeff Compton
Telscape Communications, Inc.
606 E. Huntington Drive
Monrovia, CA 91016

APPROVED FOR FILING
DECISION #: 66789

SECTION 4 – RATES, Continued

4.2 BASIC RESIDENTIAL SERVICE, Continued

4.2.3 Rates, Continued

D. Usage Based IntraLATA Toll Service

Peak Period Rate (Mondays through Fridays from 6:00 a.m. to 5:59 p.m.)		
Access Area	Minimum First Minute	Maximum First Minute
1 & 2	\$0.000	\$0.000
3	\$0.054	\$0.106
IntraLATA	\$0.047	\$0.093

Peak Period Rate (Mondays through Fridays from 6:00 a.m. to 5:59 p.m.)		
Access Area	Minimum Add'l Minute	Maximum Add'l Minute
1 & 2	\$0.000	\$0.000
3	\$0.041	\$0.239
IntraLATA	\$0.047	\$0.093

Off – Peak Period Rate (all non-peak periods plus recognized holidays)		
Access Area	Minimum First Minute	Maximum Add'l Minute
1 & 2	\$0.000	\$0.000
3	\$0.040	\$0.080
IntraLATA	\$0.047	\$0.093

Off – Peak Period Rate (all non-peak periods plus recognized holidays)		
Access Area	Minimum Add'l Minute	Maximum Add'l Minute
1 & 2	\$0.000	\$0.000
3	\$0.080	\$0.160
IntraLATA	\$0.047	\$0.093

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

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APPROVED FOR FILING
DECISION #: 660789

SECTION 4 – RATES, Continued**4.2 BASIC RESIDENTIAL SERVICE, Continued**

4.2.3 Rates, Continued

E. Individual Residential Toll Calling Plans

Plan Name	Minutes per Month Included In Plan	Non-Recurring Charge	Minimum Monthly Recurring Charge	Maximum Monthly Recurring Charge	USOC
US Plan 50	50	\$0.00	\$2.18	\$ 4.32	039
US Plan 130	130	\$0.00	\$5.36	\$10.64	040
Mexico Plan 30	30	\$0.00	\$5.70	\$11.31	037
Mexico Plan 100	100	\$0.00	\$16.75	\$33.25	038
10-20 Plan	unlimited	\$0.00	\$1.98	\$ 3.92	
Saver 100 Plan	100	\$0.00	\$2.81	\$ 5.59	

The US Plans 50 and 130 include 50 minutes and 130 minutes respectively of free IntraLATA and InterLATA (domestic long distance) calls. The Mexico Plan 30, Mexico Plan 100, and 10-20 Plan apply to international calls to Mexico only. Usage under the 10-20 Plan is charged at \$0.10 per minute for calls to border (Band 1) areas and \$0.20 per minute for calls to the interior (all other Bands). Saver 100 Plan includes 100 minutes of IntraLATA toll calls. There is no carry over of unused minutes from month to month.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

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APPROVED FOR FILING
DECISION # 66789

SECTION 4 – RATES, Continued**4.2 BASIC RESIDENTIAL SERVICE, Continued**

4.2.3 Rates, Continued

F. Residential Customer Calling Features

	Minimum Recurring Charge	Maximum Recurring Charge	Minimum Non- Recurring Charge	Maximum Non-Recurring Charge
Anonymous Call Rejection	\$1.21	\$2.39	\$3.02	\$5.99
Call Forwarding	\$2.11	\$4.19	\$3.02	\$5.99
Three Way Calling	\$2.08	\$4.12	\$3.02	\$5.99
Speed Calling 8	\$2.08	\$4.12	\$3.02	\$5.99
Call Forwarding Busy/Don't Answer	\$2.08	\$4.12	\$3.02	\$5.99
Voice Mail (not available in a bundle)	\$5.06	\$10.04	\$3.02	\$5.99
Call Waiting	\$2.01	\$3.99	\$3.02	\$5.99
Call Waiting ID	\$1.91	\$3.79	\$3.02	\$5.99
Distinctive Ringing	\$2.18	\$4.32	\$3.02	\$5.99
*69 Call Return	\$2.08	\$4.12	\$3.02	\$5.99
*66 Repeat Dialing	\$2.08	\$4.12	\$3.02	\$5.99
Selective Call Acceptance	\$2.18	\$4.32	\$3.02	\$5.99
Selective Call Rejection	\$2.08	\$4.12	\$3.02	\$5.99
Selective Call Forward	\$2.08	\$4.12	\$3.02	\$5.99
Call Trace – Law Enforcement ¹	\$3.35	\$6.65	\$3.35	\$6.65
Caller ID and Call Name Delivery	\$3.92	\$7.78	\$3.02	\$5.99
Call ID Blocking	\$0.00	\$0.00	\$0.00	\$0.00

¹ Call Trace is only available in conjunction with investigatory actions by law enforcement agencies. Nonrecurring charge applies upon activation of the feature. Subscriber will be charged \$5.00 per trace, up to a maximum of \$25.00 in any month.

Issued: February 3, 2005

Effective Date: March 5, 2005

Issued By:

Jeff Compton
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APPROVED FOR FILING
DECISION #: 66789

SECTION 4 – RATES, Continued

4.2 BASIC RESIDENTIAL SERVICE, Continued

4.2.3 Rates, Continued

G. Per Use Features

	Minimum	Maximum
*69 Call Return	\$0.64	\$1.26
*66 Repeat Dialing	\$0.64	\$1.26
Three Way Calling	\$0.64	\$1.26

4.2.4. Special Terms and Conditions

Charges for calls are based on the period in which the call is made and zone from which the call is made. Peak and Off Peak Periods are as follows.

Peak Period	Monday through Friday, 6:00 a.m. - 5:59 p.m.
Off Peak Period	All non-peak periods plus selected holidays.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
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APPROVED FOR FILING
DECISION #: 66789

SECTION 4 – RATES, Continued

4.2 BASIC RESIDENTIAL SERVICE, Continued

4.2.5. Residential Packaged Service Plans

A. Simple 3

Provides local access, InterLATA access and unlimited local calling in addition to Inter-LATA and beyond. Three compatible features excepting voicemail must be selected. Voicemail, if desired, must be selected ala carte.

Minimum Non-Recurring Charge	Maximum Non-Recurring Charge	Minimum Monthly Recurring Charge	Maximum Monthly Recurring Charge
\$22.11	\$43.89	\$14.71	\$29.19

B. Simple 5

Provides local access, InterLATA access and unlimited local calling in addition to Inter-LATA and beyond. Five compatible features excepting voicemail must be selected. Voicemail, if desired, must be selected a la carte.

Minimum Non-Recurring Charge	Maximum Non-Recurring Charge	Minimum Monthly Recurring Charge	Maximum Monthly Recurring Charge
\$22.11	\$43.89	\$16.05	\$31.85

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
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APPROVED FOR FILING
DECISION #: 66789

SECTION 4 – RATES, Continued

4.2 BASIC RESIDENTIAL SERVICE, Continued

4.2.5. Residential Packaged Service Plans, Continued

C. Economic 5, US 130

Provides local access, InterLATA access and unlimited local calling in addition to Inter-LATA and beyond. Five compatible features excepting voicemail must be selected. Voicemail, if desired, must be selected a la carte. This service plan includes one hundred-thirty (130) minutes of interstate long distance within the 48 contiguous states. Included minutes do not rollover per month.

Minimum Non-Recurring Charge	Maximum Non-Recurring Charge	Minimum Monthly Recurring Charge	Maximum Monthly Recurring Charge
\$22.11	\$43.89	\$21.41	\$42.49

D. Economic 5, Mexico 30

Provides local access, InterLATA access and unlimited local calling in addition to Inter-LATA and beyond. Five compatible features excepting voicemail must be selected. Voicemail, if desired, must be selected a la carte. Thirty (30) included minutes to any point within Mexico. Included minutes do not rollover per month.

Minimum Non-Recurring Charge	Maximum Non-Recurring Charge	Minimum Monthly Recurring Charge	Maximum Monthly Recurring Charge
\$22.11	\$43.89	\$21.41	\$42.49

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

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APPROVED FOR FILING
DECISION #: 106789

SECTION 4 – RATES, Continued**4.2 BASIC RESIDENTIAL SERVICE, Continued****4.2.5. Residential Packaged Service Plans, Continued****E. Economic 5, US 130/Mexico 30**

Provides local access, InterLATA access and unlimited local calling in addition to Inter-LATA and beyond. Five compatible features excepting voicemail must be selected. Voicemail, if desired, must be selected a la carte. This service plan includes one hundred-thirty (130) minutes of interstate long distance within the 48 contiguous states and thirty (30) included minutes of long distance to any point within Mexico. Included minutes do not rollover per month.

Minimum Non-Recurring Charge	Maximum Non-Recurring Charge	Minimum Monthly Recurring Charge	Maximum Monthly Recurring Charge
\$22.11	\$43.89	\$26.77	\$53.13

F. Economic 5, Mexico 10/20

Provides local access and unlimited local calls in addition to inter-LATA and beyond. Long Distance is within the Telscape long distance only. Five compatible features, excepting voice mail, must be selected. Voice Mail, if desired, must be selected ala carte. Customers choosing this plan will enjoy Mexico calling rates of \$0.10 per minute within bands 1, 2 and 3 and of \$0.20 per minute within bands 4 – 8.

Minimum Non-Recurring Charge	Maximum Non-Recurring Charge	Minimum Monthly Recurring Charge	Maximum Monthly Recurring Charge
N/A	N/A	\$20.10	\$39.90

Issued: February 3, 2005

Effective Date: March 5, 2005

Issued By:

Jeff Compton
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APPROVED FOR FILING
DECISION #: 66789

SECTION 4 – RATES, Continued

4.3 RESIDENTIAL LIFELINE SERVICE

4.3.1 Applicability

These rates are applicable to lifeline local exchange services provided to eligible residential Subscribers.

4.3.2. Territory

Within the base rate areas of all exchanges as shown and defined in the current and effective tariffs of Qwest on file with the Arizona Corporation Commission.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

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DECISION #: 66789

SECTION 4 – RATES, Continued

4.3 RESIDENTIAL LIFELINE SERVICE, Continued

4.3.3. Rates

A. Service Establishment

To process an order for service		
	Minimum	Maximum
(per line, per order): ¹	\$6.70	\$13.30

B. Service Conversion

	Minimum	Maximum
(per line, per order): ²	\$6.70	\$13.30

C. Flat Rate Service Charge

	Minimum	Maximum
(per line, per month): ³	\$3.58	\$7.10

D. Measured Rate Service Charge

	Minimum	Maximum
(per line, per month): ⁴	\$1.91	\$3.79

¹ Charge applies to all qualifying households residing at the same address, and any time a qualifying household establishes Lifeline eligible service, re-establishes Lifeline eligible service, at the same residence to which Lifeline eligible service, was previously provided, establishes Lifeline eligible service, at a new residence, or switches Lifeline eligible service, from one utility to another. Charge may be paid in three equal monthly installments, without an interest charge. Late payment of any installment shall be subject to late payment charges in accordance with this tariff.

² Charge applicable each time a Lifeline eligible service, Subscriber requests a change in the class, type, or grade of service, including requests to change from Foreign Exchange Service. There is no limit on the number of times a Lifeline eligible service, Subscriber may effect a change in the class, type, or grade of service at this rate.

³ Includes unlimited calling between points in Subscriber's Local Calling Area.

⁴ Includes allowance of 60 untimed local calls per month. Allowance may not be carried over from month to month. Additional calls subject to usage charges.

Issued: February 3, 2005

Effective Date: March 5, 2005

Issued By:

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APPROVED FOR FILING
DECISION #: 66789

SECTION 4 – RATES, Continued

4.3 RESIDENTIAL LIFELINE SERVICE, Continued

4.3.3. Rates, Continued

E. Measured Rate Service Usage Rates for Calls Between Points in Subscriber's Local Calling Area Over 60 Call Monthly Allowance

	Minimum	Maximum
(per message)	\$0.05	\$0.11

F. Calls to points outside of the Local Calling Area are subject to standard residential tariff rates.

G. Lifeline eligible service subscribers will not be charged for toll-limitation service.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
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APPROVED FOR FILING
DECISION #: 66789

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SECTION 4 – RATES, Continued

4.3 RESIDENTIAL LIFELINE SERVICE, Continued

4.3.4 Special Service Options

Lifeline eligible Subscribers may subscribe to non-basic service features and services at applicable regular tariff rates. In addition, Subscribers to flat rate Lifeline eligible service may select from among the following packages of non-basic services at the rates shown:

A. Simple 3

Includes IntraLATA, InterLATA, and international toll calling capability, plus three compatible custom calling features, excepting voicemail. Voicemail, if desired, must be subscribed to separately. No non-recurring charges apply if ordered at same time as initial basic service order. Otherwise, regular applicable non-recurring charges apply. Charges for intraLATA usage are assessed at the rates set forth in the applicable Basic Residential Service schedules. Charges for InterLATA and international usage are assessed at the Company's generally-applicable rates for such services. In addition the Company's generally-applicable terms and conditions for InterLATA and international service apply.

	Minimum	Maximum
Monthly Recurring Charge: Qwest	\$7.55	\$14.99

B. Simple 5

Includes IntraLATA, InterLATA, and international toll calling capability, plus five compatible custom calling features, excepting voicemail. Voicemail, if desired, must be subscribed to separately. No non-recurring charges apply if ordered at same time as initial basic service order. Otherwise, regular applicable non-recurring charges apply. Charges for intraLATA usage are assessed at the rates set forth in the applicable Basic Residential Service schedule. Charges for InterLATA and international usage are assessed at the Company's generally-applicable rates for such services. In addition the Company's generally-applicable terms and conditions for InterLATA and international service apply.

	Minimum	Maximum
Monthly Recurring Charge: Qwest	\$8.89	\$17.65

Issued: February 3, 2005

Effective Date: March 5, 2005

Issued By:

Jeff Compton
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APPROVED FOR FILING

DECISION #: 66789

SECTION 4 – RATES, Continued**4.3 RESIDENTIAL LIFELINE SERVICE, Continued****4.3.4 Special Service Options, Continued****C. Economic 5, US 130**

Includes IntraLATA, InterLATA, and international toll calling capability, plus five compatible custom calling features, excepting voicemail. Voicemail, if desired, must be subscribed to separately. No non-recurring charges apply if ordered at same time as initial basic service order. Otherwise, regular applicable non-recurring charges apply. This service plan includes one hundred-thirty (130) minutes of interstate long distance calling within the 48 contiguous states. There is no carry-over of unused minutes from one month to another. Charges for intraLATA usage are assessed at the rates set forth in the applicable Basic Residential Service schedule. Charges for InterLATA and international usage are assessed at the Company's generally-applicable rates for such services. In addition the Company's generally-applicable terms and conditions for InterLATA and international service apply.

	Minimum	Maximum
Monthly Recurring Charge: Qwest	\$14.25	\$28.29

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
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APPROVED FOR FILING
DECISION #: <u>66789</u>

SECTION 4 – RATES, Continued

4.3 RESIDENTIAL LIFELINE SERVICE, Continued

4.3.4 Special Service Options, Continued

D. Economic 5, Mexico 30

Includes IntraLATA, InterLATA, and international toll calling capability, plus five compatible custom calling features, excepting voicemail. Voicemail, if desired, must be subscribed to separately. No non-recurring charges apply if ordered at same time as initial basic service order. Otherwise, regular applicable non-recurring charges apply. This service plan includes thirty (30) minutes of long distance calling to any point within Mexico. There is no carry-over of unused minutes from one month to another. Charges for intraLATA usage are assessed at the rates set forth in the applicable Basic Residential Service schedule. Charges for InterLATA and international usage are assessed at the Company's generally-applicable rates for such services. In addition the Company's generally-applicable terms and conditions for InterLATA and international service apply.

	Minimum	Maximum
Monthly Recurring Charge: Qwest	\$14.25	\$28.29

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

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APPROVED FOR FILING
DECISION #: 66789

SECTION 4 – RATES, Continued

4.3 RESIDENTIAL LIFELINE SERVICE, Continued

4.3.4 Special Service Options, Continued

E. Economic 5, US 130/Mexico 30

Includes IntraLATA, InterLATA, and international toll calling capability, plus five compatible custom calling features, excepting voicemail. Voicemail, if desired, must be subscribed to separately. No non-recurring charges apply if ordered at same time as initial basic service order. Otherwise, regular applicable non-recurring charges apply. This service plan includes one hundred-thirty (130) minutes of interstate long distance calling within the 48 contiguous states and thirty (30) minutes of long distance to any point within Mexico. There is no carry-over of unused minutes from one month to another. Charges for intraLATA usage are assessed at the rates set forth in the applicable Basic Residential Service schedule. Charges for InterLATA and international usage are assessed at the Company's generally-applicable rates for such services. In addition the Company's generally-applicable terms and conditions for InterLATA and international service apply.

	Minimum	Maximum
Monthly Recurring Charge: Qwest	\$19.61	\$38.93

F. Economic 5, Mexico 10/20

Includes IntraLATA, InterLATA, and international toll calling capability, plus five compatible custom calling features, excepting voicemail. Voicemail, if desired, must be subscribed to separately. No non-recurring charges apply if ordered at same time as initial basic service order. Otherwise, regular applicable non-recurring charges apply. Charges for intraLATA usage are assessed at the rates set forth in the applicable Basic Residential Service schedule. Charges for InterLATA and international usage are assessed at the Company's generally-applicable rates for such services, except that rates for long distance calling to Mexico are \$0.10 per minute within bands 1, 2 and 3 and \$0.20 per minute within bands 4-8. The Company's generally-applicable terms and conditions for InterLATA and international service apply.

	Minimum	Maximum
Monthly Recurring Charge: Qwest	\$12.94	\$25.70

Issued: February 3, 2005

Effective Date: March 5, 2005

Issued By:

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APPROVED FOR FILING

DECISION #: 66789

SECTION 4 – RATES, Continued**4.4 MISCELLANEOUS RATES AND CHARGES**

4.4.1. Change Charges, Service Charges

A. To change class, type, or grade of service (per line or trunk, per order):

	Minimum Non-Recurring Charge	Maximum Non-Recurring Charge	Monthly Rate
PIC Change Charge	\$10.05	\$19.95	N/C
Regrade to ULTS	\$5.03	\$9.96	N/C
Move Order (non- LIFELINE)	\$22.11	\$43.89	N/C
Move Order (LIFELINE)	\$6.70	\$13.30	N/C
Telephone Number Change	\$19.10	\$37.91	N/C
Remove Voice Mail	\$10.05	\$19.95	N/C
Remove Feature (a la carte)	\$10.05	\$19.95	N/C
Call Trace	\$3.02	\$5.99	N/C
Reinstate from Suspend			
Residential Customers	\$16.75	\$33.25	N/C
Business Customers	\$23.45	\$46.55	N/C
Change Bill Responsibility	\$10.05	\$19.95	N/C
Change Bill Language	\$3.35	\$6.65	N/C
Bundle Feature Change	\$10.05	\$19.95	N/C
Bundle Upgrade	\$3.35	\$6.65	N/C
Bundle Downgrade/Change	\$10.05	\$19.95	N/C
Remove Calling Plan	\$3.35	\$6.65	N/C
Remove *66 Blocking/*69 Blocking	\$3.35	\$6.65	N/C
Remove other restrictions	\$3.35	\$6.65	N/C
Remove Inside Wire	\$3.35	\$6.65	N/C

Issued: February 3, 2005

Effective Date: March 5, 2005

Issued By:

Jeff Compton
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APPROVED FOR FILING
DECISION #: 66789

SECTION 4 – RATES, Continued**4.4 MISCELLANEOUS RATES AND CHARGES**

4.4.1. Change Charges, Service Charges, Continued

B. Service Charges

25 Pair Termination Blocks	Minimum Flat Rate	Maximum Flat Rate	Minimum Timed Rate	Maximum Timed Rate
Installation, per 25-pair cable complement installed	\$83.75	\$166.25	N/C	N/C
Rearrangements	N/C	N/C	\$56.95 / 1st Hour	\$113.05 / 1st Hour
			\$14.41 / 15 min. for each hour thereafter	\$28.60 / 15 min. for each hour thereafter
Jacks, connect work only				
Installation, first station	\$83.75	\$166.25	N/C	N/C
Installation, second through fifth station, per station	\$40.20	\$79.80	N/C	N/C
Installation, sixth + stations, per station	\$30.15	\$59.85	N/C	N/C
Jacks, each jack	\$4.02	\$7.98	N/C	N/C
Missed Appointment Charge	\$30.15	\$59.85	N/C	N/C

Issued: February 3, 2005

Effective Date: March 5, 2005

Issued By:

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APPROVED FOR FILING

DECISION #: 06789

SECTION 4 – RATES, Continued

4.4 MISCELLANEOUS RATES AND CHARGES, Continued

4.4.1 Change Charges, Service Charges, Continued

C. Repairs

1. Business Repair Service Insurance

Telscape customers who elect to be covered by the insurance plan for business repair service shall be covered immediately upon purchase of insurance when insurance is purchased at time of initial telephone service order. Customers who do not elect to purchase insurance at time of initial telephone service but wish to add insurance at a later date may do so, but there will be a 30 day waiting period before a claim for insurance covered repair may be filed.

Monthly recurring		Non-recurring	
Minimum: Charge, per line covered	Maximum: Charge, per line covered	Minimum: Charge, per line covered	Maximum: Charge, per line covered
\$2.68	\$5.32	\$2.68	\$5.32

Telscape Business Telephone Repair Service insurance covers the labor rate for repair of business inside wiring and includes all standard wiring, jacks and connections. Insurance excludes repair of any and all equipment or hardware such as telephones, facsimile machines, modems and answering machines. Insurance does cover isolation of a problem to a faulty piece of equipment or hardware. Inside the business signal cords from a jack to a particular piece of hardware or equipment is likewise not included in the repair service or insurance plan.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
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APPROVED FOR FILING
DECISION #: 66789

SECTION 4 – RATES, Continued

4.4 MISCELLANEOUS RATES AND CHARGES, Continued

4.4.1 Change Charges, Service Charges, Continued

C. Repairs, Continued

2. Residential Repair Service Insurance

Telscape customers who elect to be covered by the insurance plan for residential repair service shall be covered immediately upon purchase of insurance when insurance is purchased at time of initial telephone service order. Customers who do not elect to purchase insurance at time of initial telephone service but wish to add insurance at a later date may do so, but there will be a 7 business day waiting period before a claim for insurance covered repair service may be filed.

QWEST Per line covered	Monthly recurring Charge		Non-recurring Charge	
	Minimum	Maximum	Minimum	Maximum
	\$1.98	\$3.92	\$1.98	\$3.92

Telscape Residential Telephone Repair Service insurance covers the labor rate for repair of residential inside wiring and includes all standard wiring, jacks and connections. Insurance excludes repair of any and all equipment or hardware such as telephones, facsimile machines, modems and answering machines. **Insurance does cover isolation of a problem to a faulty piece of equipment or hardware.** Inside the residence signal cords from a jack to a particular piece of hardware or equipment is likewise not included in the repair service insurance plan. Repair is covered only in permanent residential building structures and specifically excludes commercial buildings, temporary or portable buildings, trailers or mobile buildings such as construction sheds, motor vehicles and marine vessels. Dispatch for reported problems not related to inside wire will be billed.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

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APPROVED FOR FILING
DECISION #: 66789

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Arizona C. C. Tariff No. 1
Original Sheet No. 83

SECTION 4 – RATES, Continued

4.4 MISCELLANEOUS RATES AND CHARGES, Continued

4.4.1 Change Charges, Service Charges, Continued

C. Repairs (Cont'd)

3. Repair Charges - Uninsured Customers

Uninsured customers may purchase inside wiring repair service at a fixed rate of \$113.05 per hour with a one-hour minimum charge. Hourly rates, after the first hour, are charged in 15 minute increments rounded up to the nearest 15 minute time. The billing for non-insured service is as follows:

Time	Minimum Rate	Maximum Rate
First Hour	\$56.95	\$113.05 (one hour minimum)
Add'l Hours:		
1 to 15 minutes	\$14.24	\$28.26
16 to 30 minutes	\$28.48	\$56.53
31 to 45 minutes	\$42.71	\$84.79
46 to 60 minutes	\$56.95	\$113.05

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
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APPROVED FOR FILING

DECISION #: 66789

SECTION 4 – RATES, Continued**4.4 MISCELLANEOUS RATES AND CHARGES, Continued****4.4.2. Directory Listings; Distribution of Directories**

The Company does not publish a directory or provide other similar listings of its Subscribers. The Company will arrange for Subscribers, other than Subscribers requesting non-published service, to be listed in the directories and directory assistance records of Qwest. Except as provided below, such listings will be charged in accordance with Qwest listing service tariff schedules, subject to availability of such listing services to Company's Subscribers. The Company hereby concurs in such schedules on file with the Commission that are current and effective as of the effective date of this tariff sheet. Except as provided below, subscribers are responsible for payment of all rates and compliance with all terms and conditions set forth in such schedules.

Telscape customers may not make a-la-carte listing requests, such as requesting a listing in Directory Assistance but not in the White Pages. Customers who wish to change their listing status, e.g., published to non-published, will be charged the following fee each time a listing status is changed:

Listing Status Change Fee, Per Change

Minimum	Maximum
\$3.35	\$6.65

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

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APPROVED FOR FILING DECISION #: <u>106789</u>
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SECTION 4 – RATES, Continued**4.4 MISCELLANEOUS RATES AND CHARGES, Continued****4.4.3. Non-Published Service**

At the request of the Subscriber, the Subscriber's name, address, and telephone number will not be listed in any directory or directory assistance records available to the public, except that the number may be included in reference listings. However, such information, along with call forwarding information from such numbers, will be released in response to legal process or to certain authorized governmental agencies.

Nonpublished Service Charge, Monthly

Qwest Serving Area	
Minimum	Maximum
\$0.19	\$0.40

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

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SECTION 4 – RATES, Continued

4.4 MISCELLANEOUS RATES AND CHARGES, Continued

4.4.4. Directory Assistance

Users of the company’s calling services (excluding 800 services) may obtain assistance in determining telephone numbers within Arizona by calling the Directory Assistance operator.

Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

A Directory Assistance call charged to a calling card or commercial calling card or to a third number will be billed the appropriate operator charge, as specified in this tariff, plus the charge for Directory Assistance.

Non-published telephone numbers are not available from the Directory Assistance service.

A. Intrastate Directory Assistance (standard query)

	Charge ¹	
	Minimum	Maximum
Business (per call)	\$0.64	\$1.26
Residence (per call)	\$0.31	\$0.61

B. National Directory Assistance (standard query)

	Charge	
	Minimum	Maximum
(per call)	\$0.84	\$1.66

C. Reverse Directory Assistance

	Charge	
	Minimum	Maximum
(per call)	\$0.84	\$1.66

¹ A monthly allowance of 3 calls to Directory Assistance for residential Subscribers per line, per month, will be provided. There is no carry of any unused portion of the Subscriber’s allowance from month to month.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

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DECISION #: 106789

ORIGINAL

Telscape Communications, Inc.

Arizona C. C. Tariff No. 1
Original Sheet No. 87

SECTION 4 – RATES, Continued

4.4 MISCELLANEOUS RATES AND CHARGES, Continued

4.4.4. Directory Assistance, Continued

D. Directory Assistance Call Completion (automated and semi-automated)

Connection (per call)	Charge	
	Minimum	Maximum
Business	\$0.23	\$0.47
Residence	\$0.22	\$0.44
Usage ²	Minimum	Maximum
First Minute	\$0.11	\$0.23
Second Minute	\$0.08	\$0.15

E. A credit will be given for calls to Directory Assistance when:

1. the Customer experiences poor transmission or is cut-off during call.
2. the Customer is given an incorrect telephone number, or the Customer inadvertently mis-dials an incorrect Directory Assistance NPA.
3. to receive a credit, the Customer must notify the Company of the problem experienced.

² Usage billed in one minute increments. Usage rounded up to the next full one minute increment.

Issued: February 3, 2005

Effective Date: March 5, 2005

Issued By:

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APPROVED FOR FILING
DECISION #: 60789

SECTION 4 – RATES, Continued**4.4 MISCELLANEOUS RATES AND CHARGES, Continued**

4.4.5. Operator Services

A. Per Call Charges

1. Basic Operator (operator handled, sent-paid station-to-station service)

	Charge (per call)	
	Minimum	Maximum
Live Operator	\$1.11	\$2.19
Automated	\$0.64	\$1.26

2. Calling Card (station-to-station call charged to acceptable telephone company calling card)

	Charge (per call)	
	Minimum	Maximum
Live Operator	\$1.27	\$2.53
Automated	\$0.64	\$1.26

3. Third-Party Billing/Collect (station-to-station service)

	Charge (per call)	
	Minimum	Maximum
Live Operator	\$2.41	\$4.79
Automated	\$1.21	\$2.39

4. Person-to-Person Service

Charge (per call)	
Minimum	Maximum
\$2.68	\$5.32

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

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APPROVED FOR FILING
DECISION #: 66789

SECTION 4 – RATES, Continued**4.4 MISCELLANEOUS RATES AND CHARGES, Continued**

4.4.5 Operator Services, Continued

A. Per Call Charges, Continued

5. Busy Line Verification (BLV) and Emergency Interrupt (BLV/I)

	Charge (per call)	
	Minimum	Maximum
BLV	\$2.01	\$3.99
BLV/I	\$4.02	\$7.98

B. Usage Charges (Usage billed in one minute increments. Usage rounded up to the next full one minute increment.)

	Minimum	Maximum
First Minute	\$0.11	\$0.23
Second Minute	\$0.08	\$0.16

4.4.6. End User Common Line Charge (for interstate access; included in tariff for informational purposes only)

A. Qwest Service Area

	Charge	
	Minimum	Maximum
Primary Residential Line, Single Line Business, per month	\$3.99	\$7.93
Additional Residential Lines, per line, per month	\$4.69	\$9.31

Issued: February 3, 2005

Effective Date: March 5, 2005

Issued By:

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APPROVED FOR FILING

DECISION #: 66789

SECTION 4 – RATES, Continued

4.4 MISCELLANEOUS RATES AND CHARGES, Continued

4.4.6. End User Common Line Charge (for interstate access; included in tariff for informational purposes only)

B. Qwest Service Area

	Charge	
	Minimum	Maximum
Primary Residential Line, Single Line Business, per month	\$3.99	\$7.93
Additional Residential Lines, per line, per month	\$4.69	\$9.31

Issued: February 3, 2005

Effective Date: March 5, 2005

Issued By:

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APPROVED FOR FILING
DECISION #: <u>66789</u>

SECTION 4 – RATES, Continued

4.4 MISCELLANEOUS RATES AND CHARGES, Continued

4.4.7. 900/976 Blocking

- A. The Company will, upon a Subscriber’s request and where technically feasible, block calls placed from the Subscriber’s telephone to intrastate 976 numbers and intrastate or interstate 900 numbers, whether directly dialed or placed through operator assisted service provided by the Company’s operators. Call Blocking and Remove Call Blocking charges apply as specified below. At central offices where per-line blocking is not technically feasible, all calls to 976 and 900 numbers will be blocked.

- B. The Company may block calls placed from a Subscriber’s telephone to intrastate 976 numbers and intrastate or interstate 900 numbers if the Subscriber fails or refuses to pay any charges billed by the Company for calls to such numbers, except for any charges for which adjustments have been granted. Call Blocking and Remove Call Blocking charges apply as specified below.

- C. The Company may block calls placed from a Subscriber’s telephone to intrastate 976 numbers and intrastate or interstate 900 numbers if the accrued, unpaid charges to be billed by the Company for calls to such numbers at any time exceeds \$150 and the Company is unable to contact the Subscriber to assure the Subscriber’s agreement to pay for such calls. Call Blocking and Remove Call Blocking charges do not apply.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

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APPROVED FOR FILING
DECISION #: 66789

SECTION 4 – RATES, Continued**4.4 MISCELLANEOUS RATES AND CHARGES, Continued**

4.4.8. Non-Recurring Service Fees

A. Check Returned Fee

Company will bill Customer a one-time charge of \$15.00 if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

B. Late Payment Fee

A Late Payment Fee of 1.5% per month will be charged if a Customer's past due balance is more than \$20.00.

C. Telephone Payment Convenience Fee

Customer may elect to pay the Company's bills over the telephone by charging the billed amount to an acceptable MasterCard or Visa credit card account in Customer's name. A nonrecurring fee will be assessed for use of this payment option.

Non-Recurring Fee	
Minimum	Maximum
\$2.35	\$4.66

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

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DECISION #: 106789

SECTION 4 – RATES, Continued**4.4 MISCELLANEOUS RATES AND CHARGES, Continued****4.4.9. Toll Blocking and Long Distance Blocking**

Toll Blocking prevents the completion of billable intraLATA (Local Toll) calls, and interLATA (Long Distance) calls from the Subscriber's telephone. Long Distance Blocking prevents the completion of outbound billable interLATA (Long Distance) calls from Subscriber's telephone. These options will not prevent the completion of outbound calls using directory assistance call completion services, inbound collect calls, or third party calls billed to Subscriber's telephone number. Toll Blocking and Long Distance Blocking are provided only where facilities and operating conditions permit.

	Recurring Charge (per line, per month)	
	Minimum	Maximum
Toll Blocking	\$1.51	\$2.99
Long Distance Blocking	\$1.56	\$2.33

There is no charge for establishing Toll Blocking or Long Distance Blocking at the time Subscriber's service over the affected telephone line is established. Subscribers adding Toll Blocking or Long Distance Blocking after service over an affected telephone line has already been established will be assessed a nonrecurring service change fee of \$15.00. There is no charge for removing Toll Blocking or Long Distance Blocking.

Issued: February 3, 2005

Effective Date: March 5, 2005

Issued By:

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APPROVED FOR FILING
DECISION #: 66789

SECTION 4 – RATES, Continued

4.5 INTERCARRIER ARRANGEMENTS

4.5.1. Interconnection and Termination of Traffic

A. Termination of Traffic

The Company will terminate local traffic for local exchange carriers and other competitive local carriers with which it interconnects. Terms, conditions, and compensation methods for handling such traffic will be negotiated on a case-by-case basis.

4.5.2. Provisions for Number Portability

If requested by another local exchange carrier, the Company will automatically forward calls, which are dialed to a number assigned by the Company, to a former subscriber being served by a different carrier. The forwarding of such calls shall be undertaken in accordance with, and subject to, all of the tariff rates, terms and conditions applicable to reciprocal call forwarding services provided by the incumbent LECs and the Company hereby concurs in and incorporates by reference such tariff provisions.

4.5.3. Switched Access Services

Switched Access Service is available to interexchange carriers for originating or terminating intrastate interexchange calls to end user subscribers over local exchange lines furnished by the Company. The Company concurs in, and Switched Access Service is provided pursuant to and in accordance with, the intrastate switched access service tariff schedules of QWEST on file with the Commission that are current and in effect as of the effective date of this tariff sheet. Reference is hereby made to those schedules for all rules, rates, terms, and conditions applicable to intrastate switched access services provided by the Company in the respective service areas of those incumbent local exchange carriers. Such rules shall supersede any inconsistent rules set forth in this tariff.

Issued: February 3, 2005

Effective Date: March 5, 2005

Issued By:

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DECISION #: 66789

SECTION 4 – RATES, Continued

4.6 TAXES AND SURCHARGES

In addition to the charges specifically pertaining to the Company's services, certain federal, state, and municipal surcharges, taxes, and fees will be applied. These surcharges, taxes and fees are calculated based upon the amount billed to the end user for the Company's intrastate services. Such charges include, but are not limited to, the surcharges and fee set forth below:

4.7 SERVICE PROVIDER NUMBER PORTABILITY FEE

The Service Provider Number Portability Fee is an FCC mandate that ensures all Americans have the ability to keep their existing telephone number at the same location when changing local telephone service providers, promote competition in the local telephone market and to implement number portability service without degradation in the quality of telecommunications service. Number portability is a fixed, monthly charge through which companies may recover certain costs of providing number portability service. Companies may continue to assess the number portability charge on customers' telephone bills for a period of 5 years from the date the telephone company first begins collecting the charge. Number portability charges are assessed to each telephone line hence multi-line accounts will be billed for each telephone line. The telephone number portability charge is not a tax. Neither the FCC nor any other government agency receives the fees collected. **Lifeline eligible customers are exempt from the Number Portability charge.** All customers in all trading partners will be affected by the number portability surcharge.

Service Provider Number Portability Fee

Minimum	Maximum
\$0.23	\$0.45

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

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DECISION #: 66789

SECTION 4 – RATES, Continued

4.8 SERVICE PROVIDER NETWORK ACCESS SERVICES FEE

The Service Provider Network Access Services fee is a Telscape charge placed on every customer account. The surcharge is a combination of charges and fees related to the preparation of billing, mediation, printing, postage and handling of accounts. The charge is a per account basis not per telephone line. Therefore, multi-line accounts will only receive **one** Network Access Services fee. The charge will appear on the bill in the taxes and surcharges section.

Service Provider Network Access Service Fee

Minimum	Maximum
\$1.56	\$3.10

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

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DECISION #: 66789

SECTION 5 - PROMOTIONAL OFFERINGS**5.1 GENERAL**

From time to time, the Company may offer services or waive or vary service rates for promotional, market research or other similar business purposes. Each promotional offering must be tariffed and approved by the Commission before it is offered to Customers.

5.2 HIGH-END PHONE PROMOTION

New Telscape customers who subscribe to the Company's local exchange service at one of the Company's three retail customer service centers and who agree to maintain their subscriptions for a continuous period of 180 days may purchase a VTECH model 2421 phone from the Company at the time they sign up for service for a total of \$58.24, including tax. Customers canceling service or whose service is discontinued by the Company for nonpayment prior to the end of 180 day period will be billed an additional \$49.99 for the telephone.

5.3 SERVICE CHARGE WAIVER

Each new or existing customer who orders any new Telscape residential service during a telemarketing solicitation by the Company is eligible for a credit in the amount of the applicable first month's recurring service charge (not including the service provider number portability fee, network services access fee, end user common line charge, or applicable governmental surcharges, taxes and fees) for that new residential service. The credit will be applied on the first bill issued to the customer after the service is ordered; however, the credit is issued subject to the customer's continued good standing with the Company and the customer's retention of the new service for a minimum of 90 days. If the customer cancels the service or the service is discontinued or subject to impending discontinuance by the Company for nonpayment or other cause prior to the end of the 90 period, the customer will be liable for the full amount of the previously-issued credit.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
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APPROVED FOR FILING
DECISION #: 666789

SECTION 5 - PROMOTIONAL OFFERINGS, Continued

5.4 BLOCKBUSTER STORE PROMOTION

New Telscape customers who subscribe to the Company's local exchange service at a participating Four Star Home Entertainment d/b/a BlockBuster store will be entitled to receive a certificate for one movie or game rental from the participating BlockBuster store at the time the service ordered. In order to redeem the certificate, the customer must be or become a BlockBuster member at the participating store. The certificate will entitle the eligible customer to rent a movie or game at no charge, other than applicable taxes, for the normal rental period. The customer will be responsible for any extended viewing or late charges, and any loss or damage to the media, and must comply with all applicable BlockBuster terms and conditions for game and movie rentals. Certificates may not be assigned or sold.

5.5 INTERNATIONAL CALLING PROMOTION

Each new customer who orders Telscape residential local service is eligible for a monthly discount, totaling up to \$100 in savings over a twelve-month period, on Telscape's usage charges for international calls that are originated from any telephone lines serve under the same Telscape account as the new service. The discount will be shown on Telscape's bill each month as a reduction in or credit against Telscape's usage charges for international calls that are billed that month, in an amount up to \$8.34 per month. The discount will only be applied to charges for usage that is over and above usage included in any Individual Residential Toll Calling Plans or Residential Packaged Service Plans to which the customer subscribes. All applicable taxes will be based on Telscape's charges for such calls after the discount is applied. The discount will be applied beginning in the month that the new service is established and will continue for a total of twelve months or the date the customer discontinues the new service, whichever occurs earlier. A move or change affecting the new service will not constitute a discontinuance so long as the service remains under the same account. The discount is not transferable to service provided under any other account. The customer will not be entitled to any credit or carry-over of the discount from month to month in the event that the Company's usage charges for such calls in any month, prior to application of the discount, are less than \$8.34. This promotion cannot be combined with any other promotion offered by Telscape to new customers. Existing customers and customers whose accounts are subject to toll block restrictions are not eligible for this promotion.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

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APPROVED FOR FILING
DECISION #: 66789

SECTION 5 - PROMOTIONAL OFFERINGS, Continued

5.6 10-20 PROMOTION

New and existing Telscape customers not already subscribing to the Company's 10-20 Plan may subscribe to that plan during the term of this promotion and receive a waiver of the Monthly Recurring Charge during the first six months of service under the plan. This promotion is not available to any customer who was a subscriber to the 10-20 Plan at any time within ninety days prior to re-subscribing to the plan unless there has been an intervening move or reinstallation of the customer's basic service.

5.7 SIMPLE 3 PROMOTION

New and existing Telscape customers may subscribe to, or upgrade existing service to the Company's Simple 3 Residential Packaged Service Plan (or, in the case of new or existing Telscape Residential Lifeline customers, subscribe to the Company's Simple 3 Special service Option) during the term of this promotion and receive a \$5 per month bill credit during each of the first six months of service under the plan (or special service option). A plan upgrade fee of \$10 applies. Customers who disconnect the Company's service or downgrade to a lower-priced service package (or special service option) at any time within six months of the commencement of service under this promotion will be assessed an early termination fee of \$30, plus any applicable disconnection or downgrade fees. This promotion cannot be combined with any other promotion offered by Telscape, except for the 10-20 Promotion.

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

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APPROVED FOR FILING
DECISION #: ldo789

EFFECTIVE RATE SCHEDULE**1.1 BASIC BUSINESS SERVICE**

1.1.1 Rates

- A. Service Establishment
To process an order for service (per line, per order): \$67.00
- B. Service Charge
Initial Line (per line, per month): \$ 9.30
Each Additional Line (per line, per month): \$10.57
- C. Long Distance Access \$2.85
- D. Usage Based IntraLATA Toll Service

Peak Period Rate (Mondays through Fridays from 6:00 a.m. to 5:59 p.m.)		
Access Area	First Minute	Add'l Minute
1 & 2	\$0.0278	\$0.0088
3	\$0.0676	\$0.0151
IntraLATA	\$0.1090	\$0.1090

Off – Peak Period Rate (all non-peak periods plus recognized holidays)		
Access Area	First Minute	Add'l Minute
1 & 2	\$0.0195	\$0.0061
3	\$0.0473	\$0.0105
IntraLATA	\$0.0890	\$0.0890

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
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APPROVED FOR FILING
DECISION #: 66789

EFFECTIVE RATE SCHEDULE, Continued**1.1 BASIC BUSINESS SERVICE, Continued**

1.1.1 Rates, Continued

E. Hunting Service Charge

	Recurring Charge	Non-Recurring Charge
Per line	\$0.50	\$30.00

F. Business Custom Calling Features

	Recurring Charge	Non-Recurring Charge
Anonymous Call Rejection	\$3.70	\$4.50
Call Forwarding	\$3.89	\$5.70
Three Way Calling	\$3.89	\$5.70
Speed Calling 8	\$3.89	\$5.70
Speed Calling 30	\$5.56	\$5.70
Call Forwarding Busy/Don't Answer	\$3.99	\$5.70
Voice Mail (not available in a bundle)	\$7.55	\$9.95
Call Waiting	\$3.89	\$5.70
Distinctive Ringing	\$4.65	\$5.70
*69 Call Return	\$4.65	\$5.70
*66 Repeat Dialing	\$4.65	\$5.70
Selective Call Acceptance	\$4.65	\$5.70
Selective Call Rejection	\$4.65	\$5.70
Selective Call Forward	\$3.25	\$4.50
Call Trace	\$4.65	\$5.70
Call Trace – Law Enforcement	\$0.00	\$0.00
Caller ID and Call Name Delivery	\$7.12	\$5.70
Call ID Blocking	\$0.00	\$0.00
Call Waiting ID	\$3.00	\$5.70

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

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DECISION # 66789

EFFECTIVE RATE SCHEDULE, Continued**1.1 BASIC BUSINESS SERVICE, Continued**

1.1.1 Rates, Continued

G. Per Use Features

*69 Call Return	\$0.95
*66 Repeat Dialing	\$0.95
Three Way Calling	\$0.95

H. Business Packaged Service Plans

1. Local 500 Plan

	Monthly Recurring Charge	Non- Recurring Charge
Local 500 Plan, Basic	\$46.95	\$202.50
Additional Local Access Lines, each	\$9.30	\$67.00
Additional Long Distance Access Lines, each	\$0.00	\$ 0.00

Issued: February 3, 2005

Effective Date: March 5, 2005

Issued By:

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DECISION #: 66789

EFFECTIVE RATE SCHEDULE, Continued

1.1 BASIC BUSINESS SERVICE, Continued

1.1.1 Rates, Continued

H. Business Packaged Service Plans, Continued

2. Local 1000 Plan

	Monthly Recurring Charge	Non- Recurring Charge
Local 1000 Plan, Basic	\$57.95	\$202.50
Additional Local Access Lines, each	\$9.30	\$67.00
Additional Long Distance Access Lines, each	\$0.00	\$ 0.00

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
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APPROVED FOR FILING
DECISION #: 660789

EFFECTIVE RATE SCHEDULE, Continued

1.1 BASIC BUSINESS SERVICE, Continued

1.1.1 Rates, Continued

H. Business Packaged Service Plans, Continued

3. Local 1500 Plan

	Monthly Recurring Charge	Non- Recurring Charge
Local 1500 Plan, Basic	\$68.95	\$202.50
Additional Local Access Lines, each	\$9.30	\$67.00
Additional Long Distance Access Lines, each	\$0.00	\$ 0.00

Issued: February 3, 2005

Effective Date: March 5, 2005

Issued By:

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APPROVED FOR FILING
DECISION #: 66789

EFFECTIVE RATE SCHEDULE, Continued**1.1 BASIC BUSINESS SERVICE, Continued**

1.1.1 Rates, Continued

H. Business Packaged Service Plans, Continued

4. National 500 Plan

	Monthly Recurring Charge	Non- Recurring Charge
National 500 Plan, Basic	\$76.95	\$202.50
Additional Local Access Lines, each	\$9.30	\$67.00
Additional Long Distance Access Lines, each	\$0.00	\$ 0.00

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

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APPROVED FOR FILING
DECISION # 106789

EFFECTIVE RATE SCHEDULE, Continued**1.1 BASIC BUSINESS SERVICE, Continued**

1.1.1 Rates, Continued

H. Business Packaged Service Plans, Continued

5. National 1000 Plan

	Monthly Recurring Charge	Non- Recurring Charge
National 1000 Plan, Basic	\$106.95	\$202.50
Additional Local Access Lines, each	\$9.30	\$67.00
Additional Long Distance Access Lines, each	\$0.00	\$ 0.00

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

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DECISION # 66789

EFFECTIVE RATE SCHEDULE, Continued**1.1 BASIC BUSINESS SERVICE, Continued**

1.1.1 Rates, Continued

H. Business Packaged Service Plans, Continued

6. National 1500 Plan

	Monthly Recurring Charge	Non- Recurring Charge
National 1500 Plan, Basic	\$136.95	\$223.50
Additional Local Access Lines, each	\$9.30	\$67.00
Additional Long Distance Access Lines, each	\$0.00	\$ 0.00

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

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DECISION # 66789

EFFECTIVE RATE SCHEDULE, Continued

1.2 BASIC RESIDENTIAL SERVICE

1.2.1 Rates

A. Service Establishment

To process an order service (per line, per order):	\$33.00
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B. Service Charge

(per line, per month):	\$16.95
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C. Long Distance Access

\$ 4.95

D. Usage Based IntraLATA Toll Service

Peak Period Rate (Mondays through Fridays from 6:00 a.m. to 5:59 p.m.)		
Access Area	First Minute	Add'l Minute
1 & 2	\$0.000	\$0.000
3	\$0.080	\$0.018
IntraLATA	\$0.070	\$0.070

Off – Peak Period Rate (all non-peak periods plus recognized holidays)		
Access Area	First Minute	Add'l Minute
1 & 2	\$0.000	\$0.000
3	\$0.060	\$0.012
IntraLATA	\$0.070	\$0.070

Issued: February 3, 2005

Effective Date: March 5, 2005

Issued By:

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Telscape Communications, Inc.
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APPROVED FOR FILING DECISION # <i>66789</i>
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EFFECTIVE RATE SCHEDULE, Continued**1.2 BASIC RESIDENTIAL SERVICE, Continued****1.2.1 Rates, Continued****E. Individual Residential Toll Calling Plans**

Plan Name	Minutes per Month Included In Plan	Non-Recurring Charge	Monthly Recurring Charge	USOC
US Plan 50	50	\$0.00	\$ 3.25	039
US Plan 130	130	\$0.00	\$ 8.00	040
Mexico Plan 30	30	\$0.00	\$ 8.50	037
Mexico Plan 100	100	\$0.00	\$25.00	038
10-20 Plan	unlimited	\$0.00	\$ 2.95	
Saver 100 Plan	100	\$0.00	\$ 4.20	

Issued: February 3, 2005

Effective Date: March 5, 2005

Issued By:

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APPROVED FOR FILING

DECISION # 66789

EFFECTIVE RATE SCHEDULE, Continued**1.2 BASIC RESIDENTIAL SERVICE, Continued****1.2.1 Rates, Continued****F. Residential Customer Calling Features**

	Recurring Charge	Non-Recurring Charge
Anonymous Call Rejection	\$1.80	\$4.50
Call Forwarding	\$3.15	\$4.50
Three Way Calling	\$3.10	\$4.50
Speed Calling 8	\$3.10	\$4.50
Call Forwarding Busy/Don't Answer	\$3.10	\$4.50
Voice Mail (not available in a bundle)	\$7.55	\$4.50
Call Waiting	\$3.00	\$4.50
Call Waiting ID	\$2.85	\$4.50
Distinctive Ringing	\$3.25	\$4.50
*69 Call Return	\$3.10	\$4.50
*66 Repeat Dialing	\$3.10	\$4.50
Selective Call Acceptance	\$3.25	\$4.50
Selective Call Rejection	\$3.10	\$4.50
Selective Call Forward	\$3.10	\$4.50
Call Trace – Law Enforcement ¹	\$5.00	\$5.00
Caller ID and Call Name Delivery	\$5.85	\$4.50
Call ID Blocking	\$0.00	\$0.00

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

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DECISION #: 66789

EFFECTIVE RATE SCHEDULE, Continued**1.2 BASIC RESIDENTIAL SERVICE, Continued**

1.2.1 Rates, Continued

G. Per Use Features

*69 Call Return	\$0.95
*66 Repeat Dialing	\$0.95
Three Way Calling	\$0.95

1.2.2 Residential Packaged Service Plans

A. Simple 3

Non-Recurring Charge	Monthly Recurring Charge
\$33.00	\$21.95

B. Simple 5

Non-Recurring Charge	Monthly Recurring Charge
\$33.00	\$23.95

C. Economic 5, US 130

Non-Recurring Charge	Monthly Recurring Charge
\$33.00	\$31.95

D. Economic 5, Mexico 30

Non-Recurring Charge	Monthly Recurring Charge
\$33.00	\$31.95

Issued: February 3, 2005

Effective Date: March 5, 2005

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APPROVED FOR FILING

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EFFECTIVE RATE SCHEDULE, Continued**1.2 BASIC RESIDENTIAL SERVICE, Continued**

1.2.2 Residential Packaged Service Plans, Continued

E. Economic 5, US 130/Mexico 30

Non-Recurring Charge	Monthly Recurring Charge
\$33.00	\$39.95

F. Economic 5, Mexico 10/20

Non-Recurring Charge	Monthly Recurring Charge
N/A	\$30.00

Issued: February 3, 2005
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Effective Date: March 5, 2005

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DECISION #: 66789

EFFECTIVE RATE SCHEDULE, Continued

1.3 RESIDENTIAL LIFELINE SERVICE

1.3.1. Rates

A.	Service Establishment		
	To process an order for service		
	(per line, per order):		\$10.00
B.	Service Conversion		
	(per line, per order):		\$10.00
C.	Flat Rate Service Charge		
	(per line, per month):		\$ 5.34
D.	Measured Rate Service Charge		
	(per line, per month):		\$ 2.85
E.	Measured Rate Service Usage Rates for Calls Between Points in Subscriber's Local Calling Area Over 60 Call Monthly Allowance		
	(per message)		\$0.08

1.3.2 Special Service Options

A.	Simple 3		
	Monthly Recurring Charge:	Qwest:	\$11.27
B.	Simple 5		
	Monthly Recurring Charge:	Qwest:	\$13.27

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Effective Date: March 5, 2005

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APPROVED FOR FILING
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EFFECTIVE RATE SCHEDULE, Continued**1.3 RESIDENTIAL LIFELINE SERVICE, Continued**

1.3.2 Special Service Options, Continued

C. Economic 5, US 130

Monthly Recurring Charge:	Qwest: \$21.27
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D. Economic 5, Mexico 30

Monthly Recurring Charge:	Qwest: \$21.27
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E. Economic 5, US 130/Mexico 30

Monthly Recurring Charge:	Qwest \$29.27
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F. Economic 5, Mexico 10/20

Monthly Recurring Charge:	Qwest: \$19.32
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Issued: February 3, 2005

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EFFECTIVE RATE SCHEDULE, Continued**1.3 RESIDENTIAL LIFELINE SERVICE, Continued****1.4.1. Change Charges, Service Charges**

A. To change class, type, or grade of service (per line or trunk, per order):

	Non-Recurring Charge	Monthly Rate
PIC Change Charge	\$15.00	N/C
Regrade to ULTS	\$ 7.50	N/C
Move Order (non-LIFELINE)	\$33.00	N/C
Move Order (LIFELINE)	\$10.00	N/C
Telephone Number Change	\$28.50	N/C
Remove Voice Mail	\$15.00	N/C
Remove Feature (a la carte)	\$15.00	N/C
Call Trace	\$ 4.50	N/C
Reinstate from Suspend		
Residential Customers	\$25.00	N/C
Business Customers	\$35.00	N/C
Change Bill Responsibility	\$15.00	N/C
Change Bill Language	\$ 5.00	N/C
Bundle Feature Change	\$15.00	N/C
Bundle Upgrade	\$ 5.00	N/C
Bundle Downgrade/Change	\$15.00	N/C
Remove Calling Plan	\$ 5.00	N/C
Remove *66 Blocking/*69 Blocking	\$ 5.00	N/C
Remove other restrictions	\$ 5.00	N/C
Remove Inside Wire	\$ 5.00	N/C

Issued: February 3, 2005

Effective Date: March 5, 2005

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APPROVED FOR FILING
DECISION #: 66789

EFFECTIVE RATE SCHEDULE, Continued**1.3 RESIDENTIAL LIFELINE SERVICE, Continued****1.4.1. Change Charges, Service Charges, Continued****B. Service Charges**

25 Pair Termination Blocks		
	Flat Rate	Timed Rate
Installation, per 25-pair cable complement installed	\$125.00	N/C
Rearrangements	N/C	\$85.00 / 1st Hour \$21.50 / 15 min. for each hour thereafter
Jacks, connect work only		
Installation, first station	\$125.00	N/C
Installation, second through fifth station, per station	\$ 60.00	N/C
Installation, sixth + stations, per station	\$ 45.00	N/C
Jacks, each jack	\$ 6.00	N/C
Missed Appointment Charge	\$ 45.00	N/C

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
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Monrovia, CA 91016

APPROVED FOR FILING
DECISION #. 166789

EFFECTIVE RATE SCHEDULE, Continued

1.4 MISCELLANEOUS RATES AND CHARGES, Continued

1.4.1 Change Charges, Service Charges, Continued

C. Repairs

1. Business Repair Service Insurance

Monthly recurring	Non-recurring
Charge, per line covered	Charge, per line covered
\$4.00	\$4.00

2. Residential Repair Service Insurance

	Monthly recurring Charge, per line covered	Non-recurring Charge, per line covered
Qwest	\$2.95	\$2.95

3. Repair Charges - Uninsured Customers

Time	Rate
First Hour	\$85.00 (one hour minimum)
Add'l Hours:	
1 to 15 minutes	\$21.25
16 to 30 minutes	\$42.50
31 to 45 minutes	\$63.75
46 to 60 minutes	\$85.00

Issued: February 3, 2005
Issued By:

Effective Date: March 5, 2005

Jeff Compton
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APPROVED FOR FILING
DECISION #: 66789

EFFECTIVE RATE SCHEDULE, Continued

1.4 MISCELLANEOUS RATES AND CHARGES, Continued

1.4.2. Directory Listings; Distribution of Directories

Listing Status Change Fee, Per Change \$5.00

1.4.3. Non-Published Service

Nonpublished Service Charge, Monthly

Qwest Serving Area \$0.29

Issued: February 3, 2005

Effective Date: March 5, 2005

Issued By:

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APPROVED FOR FILING
DECISION #: 66789

EFFECTIVE RATE SCHEDULE, Continued**1.4 MISCELLANEOUS RATES AND CHARGES, Continued**

1.4.4. Directory Assistance

A. Intrastate Directory Assistance (standard query)

	Charge
Business (per call)	\$0.95
Residence (per call)	\$0.46

B. National Directory Assistance (standard query)

	Charge
(per call)	\$1.25

C. Reverse Directory Assistance

	Charge
(per call)	\$1.25

D. Directory Assistance Call Completion (automated and semi-automated)

	Charge
Connection (per call)	
Business	\$0.35
Residence	\$0.33
Usage	
First Minute	\$0.17
Second Minute	\$0.12

Issued: February 3, 2005

Effective Date: March 5, 2005

Issued By:

Jeff Compton
Telscape Communications, Inc.
606 E. Huntington Drive
Monrovia, CA 91016

APPROVED FOR FILING
DECISION #: <u>66789</u>

EFFECTIVE RATE SCHEDULE, Continued**1.4 MISCELLANEOUS RATES AND CHARGES, Continued**

1.4.5 Operator Services

A. Per Call Charges

1. Basic Operator (operator handled, sent-paid station-to-station service)

	Charge (per call)
Live Operator	\$1.65
Automated	\$0.95

2. Calling Card (station-to-station call charged to acceptable telephone company calling card)

	Charge (per call)
Live Operator	\$1.90
Automated	\$0.95

3. Third-Party Billing/Collect (station-to-station service)

	Charge (per call)
Live Operator	\$3.60
Automated	\$1.80

4. Person-to-Person Service

Charge (per call)	\$4.00
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Issued: February 3, 2005

Effective Date: March 5, 2005

Issued By:

Jeff Compton
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APPROVED FOR FILING
DECISION #: 66789

EFFECTIVE RATE SCHEDULE, Continued**1.4 MISCELLANEOUS RATES AND CHARGES, Continued****1.4.5 Operator Services, Continued****A. Per Call Charges, Continued****5. Busy Line Verification (BLV) and Emergency Interrupt (BLV/I)**

	Charge (per call)
BLV	\$3.00
BLV/I	\$6.00

B. Usage Charges (Usage billed in one minute increments. Usage rounded up to the next full one minute increment.)

First Minute	\$0.17
Second Minute	\$0.12

1.4.6. End User Common Line Charge (for interstate access; included in tariff for informational purposes only)**A. Qwest Service Area**

	Charge
Primary Residential Line, Single Line Business, per month	\$5.96
Additional Residential Lines, per line, per month	\$7.00

B. Verizon Service Area

	Charge
Primary Residential Line, Single Line Business, per month	\$6.95
Additional Residential Lines, per line, per month	\$7.00

Issued: February 3, 2005

Effective Date: March 5, 2005

Issued By:

Jeff Compton
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Monrovia, CA 91016

APPROVED FOR FILING
DECISION # 66789

EFFECTIVE RATE SCHEDULE, Continued

1.4 MISCELLANEOUS RATES AND CHARGES, Continued

1.4.7 Non-Recurring Service Fees

A. Check Returned Fee

Company will bill Customer a one-time charge of \$15.00 if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

B. Late Payment Fee

A Late Payment Fee of 1.5% per month will be charged if a Customer's past due balance is more than \$20.00.

C. Telephone Payment Convenience Fee

Customer may elect to pay the Company's bills over the telephone by charging the billed amount to an acceptable MasterCard or Visa credit card account in Customer's name. A nonrecurring fee of \$3.50 will be assessed for use of this payment option.

Issued: February 3, 2005
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EFFECTIVE RATE SCHEDULE, Continued**1.4 MISCELLANEOUS RATES AND CHARGES, Continued**

1.4.8 Toll Blocking and Long Distance Blocking

	Recurring Charge (per line, per month)
Toll Blocking	\$2.25
Long Distance Blocking	\$1.75

Subscribers adding Toll Blocking or Long Distance Blocking after service over an affected telephone line has already been established will be assessed a nonrecurring service change fee of \$15.00.

1.5 SERVICE PROVIDER NUMBER PORTABILITY FEE

Service Provider Number Portability Fee \$0.34

1.6 SERVICE PROVIDER NETWORK ACCESS SERVICES FEE

Service Provider Network Access Service Fee \$2.33

Issued: February 3, 2005

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