Tariff Schedule Applicable to

Resold and Facilities-Based

Intrastate Interexchange Services

Furnished by

Hypercube Telecom, LLC

Between Points Within the State of Arizona

This tariff contains the descriptions, regulations and rates applicable to the furnishing of resold and facilities based intrastate interexchange services for telecommunications services provided by Hypercube Telecom, LLC within the State of Arizona. This tariff is on file with the Arizona Corporation Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 3200 West Pleasant Run Road, Suite 300, Lancaster, Texas 75146.

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DECISION # 73154

CHECK PAGE

The Pages are effective as of the date shown. Revised pages as named below contain all changes from the original tariff that are in effect on the date thereof.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
Title	Original	*	26	Original	*		
1	Original	*	27	Original	*		
2	Original	*	28	Original	*		
3	Original	*	29	Original	*		
4	Original	*	30	Original	*		
5	Original	*	31	Original	*		
6	Original	*	32	Original	*		
7	Original	*	33	Original	*		
8	Original	*	34	Original	*		
9	Original	*	35	Original	*		
10	Original	*	36	Original	*		
11	Original	*	37	Original	*		
12	Original	*	38	Original	*		
13	Original	*	39	Original	*		
14	Original	*	40	Original	*		
15	Original	*	41	Original	*		
16	Original	*					
17	Original	*					
18	Original	*					
19	Original	*					
20	Original	*					
21	Original	*					
22	Original	*					
23	Original	*					
24	Original	*					
25	Original	*					

* Indicates pages included in this filing.

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DECISION # 73154

OTHER CARRIERS

None

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

APPROVED FOR FILING
DECISION # 73154

TABLE OF CONTENTS

	Page Title
Title Page	
Check Sheet	1
Other Carriers	2
Concurring Carriers	2
Connecting Carriers	2
Other Participating Carriers	2
Table of Contents	3
Explanation of Symbols	4
Tariff Format	5
Section 1 - Definitions	6
Section 2 - Rules and Regulations	8
Section 3 - Description of Service	29
Section 4 - Rates and Charges	39

APPROVED FOR FILING
DECISION # 73154

EXPLANATION OF SYMBOLS

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

C - To signify changed regulation or rate structure.

D - To signify discontinued rate or regulation.

I - To signify an increased rate.

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

N - To signify a new rate or regulation.

R - To signify a reduced rate.

S - To signify reissued material.

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

TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially, however, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Pages 14 and 15 would be 14.1.

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14.

C. Paragraph Numbering - There are various levels of paragraph coding. Each level of coding 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).

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 pages contained in the tariff, with a cross-reference to the current revision number. When new pages 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 page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

APPROVED FOR FILING
DECISION # 73154

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff are described below.

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

Company – Hypercube Telecom, LLC, the issuer of this tariff.

Customer: The person, firm, corporation or other entity which orders the Company's service or receives service including through a Constructive Order and is responsible for the payment of charges and for compliance with the Company's tariff regulations. The Customer could be an interexchange carrier, a local exchange carrier, a wireless provider, or any other carrier that operates in the state.

End User: Any customer of a telecommunications service that is not a carrier except that a carrier shall be deemed to be an "End User" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "End User" if all resale transmissions offered by such reseller originate on the premises of such reseller. The term "telecommunications service" as used in this definition shall have the same meaning as used in rules, regulations and orders of the FCC, as amended from time to time.

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

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

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

SECTION 1 - DEFINITIONS, (Cont'd.)

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

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

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

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

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Application

A. This tariff applies to intrastate interexchange telecommunications services furnished by the Company to Customers within the State of Arizona in accordance with the conditions set forth below. This tariff applies only for the use of the Company's services for communications between and among points within the State of Arizona. These services may be provided in conjunction with the Company's interstate telecommunications services which are provided under the Company's Federal tariff.

B. Services offered under this tariff are not offered for the purpose of completing calls between two points within the same local calling area or metropolitan exchange area, as defined in the tariffs of the Local Exchange Telecommunications Company or Companies serving those points.

C. Presubscribed services are provided from all converted equal access end offices within the State of Arizona where the Company has a Point of Presence (POP) within the LATAs.

D. Services provided by the Company under this tariff are offered only to non-residential (e.g., business or commercial) Customers.

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DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.2 Scope

The Company undertakes to furnish intrastate interexchange communications services in accordance with the terms and conditions set forth in this tariff.

2.1.3 Shortage of Facilities

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

2.1.4 Terms and Conditions

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

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

C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the current rates unless terminated by either party upon 5 days advance written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

D. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.5 Liability of the Company

A. Except as otherwise stated in this tariff, the liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.8. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer as a result of any Company service, equipment or facilities, or any acts or omissions or negligence of the Company's employees or agents.

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

C. The Company shall not be liable for (a) any act or omission of any entity furnishing to the Company or to the Company's Customers' facilities or equipment used for interconnection with the Company's services; or (b) for the acts or omissions of common carriers or warehousemen.

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

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DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.5 Liability of the Company, (Cont'd.)

E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the 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 other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The 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.

F. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees.

G. The Company shall be indemnified, defended and held harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, invasion of privacy or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's facilities.

H. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services in the month in which the event giving rise to the liability occurred. No action or proceeding against the Company shall be commenced more than one year after the event giving rise to the liability occurred.

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DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.5 Liability of the Company, (Cont'd.)

I. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

J. The Company shall indemnify, defend, and hold harmless the Customer from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for any injury to persons or property, and any interruption of, interference to, or other defect in any service provided by the Company to any third party, if such injury, interruption, interference, or other defect was not caused by any negligent or intentional act or omission of the Customer or any of its officers, employees, agents, invitees, or contractors.

K. Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this tariff. The obligation of the Company to provide service is dependent upon its ability to procure, construct and maintain facilities that are required to meet the Customer's order for service. The Company will make all reasonable efforts to secure the necessary facilities. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities, as well as the facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company. Where all of the necessary facilities are no longer available on a continuing basis or can no longer meet the Company's intended service quality levels on a twenty-four (24) hours per day, seven (7) days per week basis, the Company shall provide written notice to the Customer of the need to transition off of the Company's service. Such written notice shall, where possible, offer a continuation of Company service for no more than thirty (30) additional days.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

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

B. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:

1. the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or

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

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

2.1.7 Ownership of Facilities

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

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

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

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

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

2.2.4 A Customer or End User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communication services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this tariff will apply.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 Customer Premises Provisions

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

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

2.3.2 Liability of the Customer

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

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

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

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 Interconnection of Facilities

A. Interconnection between Customer-provided and Company-provided service must be made by the Customer's purchase of dedicated access lines or through the use of switched access service.

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

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.2 Inspections

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

B. If the protective requirements in connection with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail, in writing, of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to one month of estimated monthly usage charges. 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 (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill.

2.6 Customer Deposits

The Company does not require Customer deposits.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Payment Arrangements

2.7.1 Payment for Service

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

A. Taxes

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its End Users. The Customer must pay the Company for all services provided regardless of whether the Customer submitted an order to the Company to provide such services. Restrictive endorsements or statements on checks accepted by the Company will not be binding upon the Company.

B. Universal Service Contributions

The Company shall recover from the Customer any contributions the Company is required to make as a result of the service provided to the Customer to any state or federal fund established to further universal access, telecommunications relay services, local number portability or similar government sanctioned funding mechanisms. In the event that any of the service provided to the Customer is exempt from such contribution requirements, the Customer shall provide, in a manner requested by the Company, documentation evidencing such exemption.

The Company reserves the right to bill the Arizona Universal Service Fund Surcharge at the rate established by the Commission.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Payment Arrangements, (Cont'd.)

2.7.2 Billing and Collection of Charges

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

A. Nonrecurring charges are due and payable within 30 days after the date of the invoice.

B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.

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

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

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Payment Arrangements, (Cont'd.)

2.7.2 Billing and Collection of Charges, (Cont'd.)

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

F. The Customer will be assessed a charge of twenty-five dollars ($25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.

G. Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.

H. If service is disconnected by the Company in accordance with Section 2.7.3 following and later restored, restoration of service will be subject to all applicable installation charges.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Payment Arrangements, (Cont'd.)

2.7.3 Discontinuance of Service for Cause

A. Upon nonpayment of any undisputed amounts owing to the Company, the Company may, by giving 5 days prior written notice to the Customer, discontinue or suspend service without incurring any liability.

B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 5 days prior written notice, in writing, to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

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

D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service for nonpayment of regulated services after 5 days prior written notice without incurring any liability.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Payment Arrangements, (Cont'd.)

2.7.3 Discontinuance of Service for Cause, (Cont'd.)

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

F. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs as set forth in Section 2.10 of this tariff. The Customer will also be responsible for payment of any reconnection charges.

G. Upon the Company's discontinuance of service to the Customer under Section 2.7.3.A or 2.7.3.B, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under Any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

H. The Customer is responsible for providing adequate access lines to enable the Company to terminate all Toll Free Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate Toll Free Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after 90 days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's Toll Free Service, with 30 days written notice.

2.7.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company verbal or written notice of desire to terminate service. Customers are still responsible for charges incurred up until the point of termination.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Allowances for Interruptions in Service

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

2.8.1 Credit for Interruptions

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

B. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly recurring charges specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Allowances for Interruptions in Service, (Cont'd.)

2.8.1 Credit for Interruptions, (Cont'd.)

C. A credit allowance will be given for interruptions of 15 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

Length of Interruption	Interruption Period To Be Credited
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day

Interruptions of 24 Hours or Less

Length of Interruption	Interruption Period To Be Credited
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

Interruptions Over 24 Hours and Less Than 72 Hours - Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours - Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credit will be allowed for any one month period.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Allowances for Interruptions in Service, (Cont'd.)

2.8.2 Limitations on Allowances

No credit allowance will be made for interruptions of service:

A. due to the negligence of, or noncompliance with the provisions of this tariff or contract by the Customer, End User, or other common carrier providing service connected to the service of the Company;

B. due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities, except those carriers providing wholesale services to the Company for the provision of the interrupted service;

C. due to the failure or malfunction of non-Company equipment;

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

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

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

G. due to circumstances or causes beyond the control of Company; and

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

2.8.3 Cancellation for Service Interruption

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

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DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.8.1), the Customer agrees to pay to Company any applicable termination liability charges, which are defined in the service offering section of this tariff. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.7.2.

2.10 Customer Liability for Unauthorized Use of Service

2.10.1 Unauthorized Use of the Company's Service

Unauthorized use of the Company's service occurs when a person or entity that does not have actual, apparent, or implied authority to use the service, obtains the Company's service provided under this tariff.

2.10.2 Liability for Calling Card Fraud

A. The Customer is liable for the unauthorized use of the Company's service which is obtained through the fraudulent use of a Company issued calling card, provided that the unauthorized use occurs before the Company has been notified.

B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or End User(s) authorized by the Customer to place calls using the Company's service and to have the charges for such calls billed to the Customer's account.

C. The Customer must give the Company written notice that an unauthorized use of the Company calling card has occurred or may occur as a result of loss, theft or other reasons.

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DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Customer Liability for Unauthorized Use of Service, (Cont'd.)

2.10.3 Liability for Credit Card Fraud

A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a credit card, provided: (1) the card is an accepted credit card, and (2) the unauthorized use occurs before the Company has been notified.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

B. The liability of the Customer for unauthorized use of the network by credit card fraud will not exceed the lesser of $50.00 or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

C. The Customer must give the Company written notice that an unauthorized use of the credit card has occurred.

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DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Customer Liability for Unauthorized Use of Service, (Cont'd.)

2.10.4 Liability for Other Unauthorized Use

A. The Customer is responsible for payment of all charges for services furnished to the Customer or to End Users authorized by the Customer to use service provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

B. The Customer is liable for all charges incurred as a result of unauthorized use of the Company's service, including incidental and consequential damages. In addition, the Customer is responsible for payment of any charges related to the suspension and/or termination of service and any charges for reconnection of service.

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DECISION # 73154

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

Where charges for service are specified based on the timing of calls, such as the duration of a telephone call, the following rules apply.

3.1.1 When Billing Charges Begin and Terminate For Calls

The Customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. when two-way communication, often referred to as "conversation time," is possible). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when either the calling or called party hangs up.

3.1.2 Billing Increments

Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one (1) minute for a connected call. Calls beyond one (1) minute are billed in one (1) minute increments.

3.1.3 Per Call Billing Charges

Billing is rounded up to the nearest penny for each call.

3.1.4 Uncompleted Calls

No charges apply to uncompleted calls.

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.2 Calculation of Distance

Where charges for a service are specified based upon distance, the following rules apply.

3.2.1 Usage charges for all mileage sensitive services are based on the airline distance between the rate center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the applicable rate centers as defined by Telcordia (formerly Bellcore) and on file with the FCC, in the following manner:

3.2.2 The airline distance between any two rate centers is determined as follows:

Step 1: Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.

Step 2: Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the Difference between the "H" coordinates.

Step 3: Square the differences obtained in Step 2.

Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

Formula:

$$\sqrt{\frac{|V_1 - V_2|^2 + |H_1 - H_2|^2}{10}}$$

APPROVED FOR FILING
DECISION # 73154

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Service Offerings

3.3.1 Hypercube Long Distance Service (LDS)

A. Description

Hypercube Long Distance Service (LDS) is a telecommunications service which is available for use by Customers twenty-four (24) hours a day. The Customer may originate LDS calls from locations served by the Company, and may terminate to all locations within the State of Arizona. Hypercube Calling Card services are available to Customers of the Company's LDS service subject to the provisions of Sections 3.3.3 and Section 4 of this tariff.

LDS calls are billed in six (6) second increments with an initial billing period of six (6) seconds.

LDS is offered in two variations depending upon the method the Customer employs to gain access to the Company's network for use of the service:

Switched LDS is offered in Feature Group D (FGD) exchanges where the Customer's local telephone lines are presubscribed by the local exchange company to the Company's LDS service, such that "1+" calls are automatically routed to the Company's network.

Dedicated LDS is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer is responsible for all costs and charges associated with the dedicated access facilities.

APPROVED FOR FILING
DECISION # 73154

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Service Offerings, (Cont'd.)

3.3.1 Hypercube Long Distance Service (LDS), (Cont'd.)

B. Commitment Levels and Term Plans

LDS is available on a month to month basis or on an optional 1-, 2-, or 3-year term plan. Discounts off the base rates are available to the Customer according to the commitment level and term plan selected by the Customer. The commitment level is calculated from the monthly total usage generated from the following Company products: shared and dedicated domestic and interstate and intrastate outbound and inbound service, intraLATA, and calling card. Charges such as taxes, late payment fees or other service nonrecurring and monthly recurring charges are not included in the total usage amount calculation.

When the Customer's actual usage falls below the monthly minimum usage commitment, the Customer is required to pay the Company a fee equal to the difference between the Customer's discounted rate and the higher rate associated with the lower volume.

The Customer who terminates a term plan in the 1st year prior to the term's expiration is required to pay in one lump sum an amount equal to the selected monthly commitment level, times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

The Customer who terminates a term plan in the 2nd or 3rd year prior to the term's expiration is required to pay 35% of the amount equal to the selected monthly commitment level, times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

C. Discounts

The following discounts on per minute base rates for qualifying usage are based on the monthly commitment level and term plan selected by the Customer. These discounts are applicable to the rates found in Section 4 of this tariff.

Term Plan	Discount (per minute)
One Year	$0.05
Two Years	$0.10
Three Years	$0.15

APPROVED FOR FILING
DECISION # 73154

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Service Offerings, (Cont'd.)

3.3.2 Hypercube Toll Free Service

A. Description

Hypercube Toll Free Service is an inbound telecommunications service which permits calls to be completed at the Customer's location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (e.g., 800-NXX-XXXX) which terminates at the Customer's location. Calls may originate from any location within the State of Arizona and may terminate at the Customer's location.

Each Toll Free Service call is billed based on the duration of the call. Each call is billed in six (6) second increments with an initial billing period of six (6) seconds. Usage discounts apply to aggregate monthly interstate and intrastate usage.

Toll Free Service is offered in two variations depending upon the method the Customer employs to access the Company's network for use of the service:

Switched Toll Free service calls are originated via switched or dedicated lines and are terminated via the Customer's local exchange service access line.

Dedicated Toll Free service calls are originated via switched or dedicated lines and are terminated via dedicated access facilities connecting the Customer's premises and the Company's Point of Presence. This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's Point of Presence. The Customer is responsible for all costs and charges associated with the dedicated access facilities.

APPROVED FOR FILING
DECISION # 73154

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Service Offerings, (Cont'd.)

3.3.2 Hypercube Toll Free Service, (Cont'd.)

B. Commitment Levels and Term Plans

Toll Free Service is available on a month to month basis or on an optional 1-, 2-, or 3-year term plan. Discounts off the base rates are available to the Customer according to the commitment level and term plan selected by the Customer. The commitment level is calculated from the monthly total usage generated from the following Company products: shared and dedicated domestic and interstate and intrastate outbound and inbound service, intraLATA, and calling card. Charges such as taxes, late payment fees or other service nonrecurring and monthly recurring charges are not included in the total usage amount calculation.

When the Customer's actual usage falls below the monthly minimum usage commitment, the Customer is required to pay the Company a fee equal to the difference between the Customer's discounted rate and the higher rate associated with the lower volume.

The Customer who terminates a term plan in the 1st year prior to the term's expiration is required to pay in one lump sum an amount equal to the selected monthly commitment level, times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

The Customer who terminates a term plan in the 2nd or 3rd year prior to the term's expiration is required to pay 35% of the amount equal to the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

APPROVED FOR FILING
DECISION # 73154

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Service Offerings, (Cont'd.)

3.3.2 Hypercube Toll Free Service, (Cont'd.)

C. Discounts

The following discounts on per minute base rates for qualifying usage are based on the monthly commitment level and term plan selected by the Customer. These discounts are applicable to the rates found in Section 4 of this tariff.

Term Plan	Discount (per minute)
One Year	$0.05
Two Years	$0.10
Three Years	$0.15

3.3.3 Miscellaneous Services

A. Hypercube Calling Card Service

Hypercube Calling Card Service is provided to Customers for use when away from their established service location. Access to the service is gained by dialing a Company designated Toll Free access number (800-NXX-XXXX), plus the Customer's Hypercube Calling Card authorization number and the called telephone number.

Beyond these standard features, the Hypercube Calling Card includes the following enhanced features: conference calling, Hypercube Voice Mail access, voice messaging, news and information access and speed dialing. Use of these enhanced features is subject to separate charges. Hypercube Calling Card calls are billed in full minute increments, with a one (1) minute minimum. This service is offered with Peak and Off-Peak pricing. A description of the additional features is as follows:

APPROVED FOR FILING
DECISION # 73154

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Service Offerings, (Cont'd.)

3.3.3 Miscellaneous Services, (Cont'd.)

A. Hypercube Calling Card Service, (Cont'd.)

1. Enhanced Features

Enhanced features are available for use as described below. Enhanced features charges apply in lieu of standard usage charges. Usage charges are billed in six (6) second increments with a one (1) minute minimum.

(a) Voice Mail Access

A non-regulated service which enables the End User to access Hypercube Voice Mail and to place return calls without having to hang-up and initiate a new calling card call.

(b) Voice Messaging

A non-regulated service which allows the End User to leave up to a three-minute voice recorded message that is stored for future delivery when the called number is busy or no answer.

(c) News and Information

A non-regulated service which provides access to news, weather, sports, financial information and other features.

(d) Speed Dialing

Allows the End User to access Speed Dialing by programming and storing up to nine frequently dialed numbers.

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DECISION # 73154

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Service Offerings, (Cont'd.)

3.3.3 Miscellaneous Services, (Cont'd.)

B. Bill-to-Calling Card (BCC) Service

Bill-to-Calling Card Service allows users of touch-tone telephones connected to the Company's LDS services to charge calls to their local exchange company (LEC) calling card. In addition to standard LDS, the BCC charge, as set forth in Section 4 applies when users complete calls by entering both the called number and their LEC calling card number without the assistance of an operator. For BCC calls to Directory Assistance, the appropriate charges set forth in Section 4 will apply in addition. The Company accepts only LEC calling cards which it can identify as valid and for which it has a billing arrangement in place. Charges for BCC calls will appear on the user's LEC bill.

C. Directory Assistance (DA)

The Company connects LDS Service Customers to Directory Assistance (DA) for a fee as set forth in Section 4. A credit allowance for DA will be provided upon request if the Customer experiences poor transmission quality, is cut off, receives an incorrect telephone number, or misdials the intended DA number (NPA+ 555-1212).

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DECISION # 73154

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Service Offerings, (Cont'd.)

3.3.4 Special Promotions

The Company may from time to time engage in special promotional service offerings designed to attract new Customers or to increase existing subscribers' awareness of a particular tariff offering. The Commission will be notified of the starting and ending dates, times, and/or locations of such promotions.

3.3.5 Individual Case Basis (ICB) Arrangements

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

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DECISION # 73154

SECTION 4 – RATES AND CHARGES

4.1 Hypercube Long Distance Service (LDS)

4.1.1 Usage Rates

	Maximum Per Minute	Current Per Minute
Outbound Switched	$0.75	$0.25
Outbound Dedicated	$0.75	$0.25
Inbound Switched	$0.75	$0.25
Inbound Dedicated	$0.75	$0.25

4.2 Hypercube Toll Free Service

4.2.1 Usage Rates

	Maximum Per Minute	Current Per Minute
Inbound Switched	$0.75	$0.25
Inbound Dedicated	$0.75	$0.25

4.2.2 Recurring and Nonrecurring Rates

A. Nonrecurring Charges

	Maximum	Current
Shared charge, per Toll Free number	$150.00	$50.00
Dedicated charge, per routing arrangement	$150.00	$50.00

B. Monthly Recurring Charges

	Maximum	Current
Shared charge, per Toll Free number	$75.00	$25.00
Dedicated charge, per routing arrangement	$75.00	$25.00

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DECISION # 73154

SECTION 4 – RATES AND CHARGES, (CONT'D.)

4.3 Miscellaneous Services

4.3.1 Hypercube Calling Card Service

A. Standard Usage Charges

1. Peak/Off-Peak Rate:

(a) Maximum:

	Peak		Off-Peak	
	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
IntraLATA	$.5200	$.5200	$.5200	$.5200
InterLATA	$.5200	$.5200	$.5200	$.5200

(b) Current:

	Peak		Off-Peak	
	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
IntraLATA	$.2600	$.2600	$.2600	$.2600
InterLATA	$.2600	$.2600	$.2600	$.2600

2. Surcharge

	Maximum Per Call	Current Per Call
	$1.80	$0.60

3. Calling Card Directory Assistance Calls

	Maximum Per Call	Current Per Call
(a) Requested Number Charge	$2.00	$1.00
(b) Call Completion Charge (per minute)	N/C	N/C

B. Enhanced Feature Charges

	Maximum	Current
1. Voice Mail Access	N/C	N/C
2. Voice Messaging	N/C	N/C
3. News and Information	N/C	N/C
4. Speed Dialing	N/C	N/C

APPROVED FOR FILING

DECISION # 73154

SECTION 4 – RATES AND CHARGES, (CONT'D.)

4.3 Miscellaneous Services, (Cont'd.)

4.3.2 Directory Assistance

	Maximum	Current
Per call	$2.00	$2.00

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