REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO END-USER

TELECOMMUNICATIONS SERVICES WITHIN

THE STATE OF ARIZONA

This tariff contains the descriptions, regulations and rates applicable to the furnishing of local exchange services for telecommunications services to Business Customers 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.

APPROVED FOR FILING

DECISION # 73154

ORIGINAL

LOCAL EXCHANGE SERVICES

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
Title	Original	*	31	Original	*	61	Original	*
1	Original	*	32	Original	*	62	Original	*
2	Original	*	33	Original	*	63	Original	*
3	Original	*	34	Original	*	64	Original	*
4	Original	*	35	Original	*	65	Original	*
5	Original	*	36	Original	*	66	Original	*
6	Original	*	37	Original	*	67	Original	*
7	Original	*	38	Original	*	68	Original	*
8	Original	*	39	Original	*	69	Original	*
9	Original	*	40	Original	*	70	Original	*
10	Original	*	41	Original	*	71	Original	*
11	Original	*	42	Original	*	72	Original	*
12	Original	*	43	Original	*	73	Original	*
13	Original	*	44	Original	*	74	Original	*
14	Original	*	45	Original	*	75	Original	*
15	Original	*	46	Original	*	76	Original	*
16	Original	*	47	Original	*	77	Original	*
17	Original	*	48	Original	*			
18	Original	*	49	Original	*			
19	Original	*	50	Original	*			
20	Original	*	51	Original	*			
21	Original	*	52	Original	*			
22	Original	*	53	Original	*			
23	Original	*	54	Original	*			
24	Original	*	55	Original	*			
25	Original	*	56	Original	*			
26	Original	*	57	Original	*			
27	Original	*	58	Original	*			
28	Original	*	59	Original	*			
29	Original	*	60	Original	*			
30	Original	*						

* - indicates those pages included with this filing

APPROVED FOR FILING
DECISION # 73154

TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the pages. 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. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the page in effect. Consult the Check Sheet for the page currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:

2.
2.1
2.1.1
2.1.1.A.
2.1.1.A.l.
2.1.1.A.l.(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 sheets 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 sheet is the most current on file with the Commission.

APPROVED FOR FILING
DECISION # 73154

SYMBOLS

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

(C) - To signify changes regulation.

(D) - To signify discontinued rate or regulation.

(I) - To signify increased rate.

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

(N) - To signify new rate or regulation.

(R) - To signify reduced rate.

(S) - To signify reissued matter.

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

APPROVED FOR FILING
DECISION # 73154

TABLE OF CONTENTS

		Page
CHECK SHEET		1
TARIFF FORMAT		2
SYMBOLS		3
APPLICATION OF TARIFF		6
SECTION 1 - DEFINITIONS		7
SECTION 2 - REGULATIONS		10
2.1	Undertaking of the Company	10
2.2	Prohibited Uses	20
2.3	Obligations of the Customer	21
2.4	Customer Equipment and Channels	25
2.5	Payment Arrangements	28
2.6	Allowances for Interruptions in Service	34
2.7	Use of Customer's Service by Others	37
2.8	Cancellation of Service	38
2.9	Transfers and Assignments	39
2.10	Notices and Communications	40
SECTION 3 - APPLICATION OF RATES		41
3.1	Introduction	41
3.2	Charges Based on Duration of Use	41
3.3	Calculation of Distance	42
SECTION 4 - SERVICE AREAS		43
4.1	Local Service Areas	43
SECTION 5 - LOCAL EXCHANGE SERVICE		44
5.1	General	44
5.2	Basic Business Line Service	45
5.3	Private Branch Exchange (PBX) Trunks	46
SECTION 6 - DIRECTORY SERVICES		51
6.1	Non-Published Service	51
6.2	Non-Listed Service	53

APPROVED FOR FILING
DECISION # 73154

TABLE OF CONTENTS, (CONT'D.)

		Page
SECTION 7 - LOCAL CALLING SERVICE		55
7.1	Description	55
7.2	Operator Assisted Local Calling Service Rates	57
SECTION 8 - MISCELLANEOUS SERVICES		58
8.1	Operator Services	58
8.2	Directory Assistance	60
8.3	Busy Line Verify and Line Interrupt Service	62
8.4	Service Implementation	64
8.5	Restoration of Service	65
8.6	Charges for Connecting or Changing Service	66
8.7	Optional Line and Trunk Features	68
8.8	Remote Call Forwarding	72
8.9	Hunting Service	73
8.10	Primary Interexchange Carrier Change Charge	74
SECTION 9 - SPECIAL ARRANGEMENTS		75
9.1	Special Construction	75
9.2	Individual Case Basis (ICB) Arrangements	77
9.3	Temporary Promotional Programs	77

APPROVED FOR FILING
DECISION # 73154

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate telecommunications services to Business Customers by Hypercube Telecom, LLC, hereinafter referred to as the "Company", to Customers within the State of Arizona.

APPROVED FOR FILING
DECISION # 73154

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

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

Communication Services - The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

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.

Direct Inward Dialing (or "DID") - A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

DID Trunk - A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

Direct Outward Dial (or "DOD") - A service attribute that allows individual station users to access and dial outside numbers directly.

APPROVED FOR FILING
DECISION # 73154

SECTION 1 – DEFINITIONS, (CONT'D.)

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.

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

Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy.

Interexchange Carrier (IXC) - Any long distance telephone carriers authorized by the Commission to provide long distance, interLATA telecommunications service, but not local exchange services, within the state borders.

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.

Local Exchange Carrier or ("LEC") - Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

APPROVED FOR FILING
DECISION # 73154

SECTION 1 – DEFINITIONS, (CONT'D.)

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

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service that 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 Customer may mutually agree on a substitute Service Commencement Date.

Service Order - The written request for 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.

SECTION 2 – REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Arizona.

Customers and End Users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

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

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

APPROVED FOR FILING
DECISION # 73154

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.1.3 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 then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.1.3 Terms and Conditions, (Cont'd.)

D. Service may be terminated upon written notice to the Customer if:

1. the Customer is using the service in violation of this tariff, or

2. the Customer is using the service in violation of the law.

E. This tariff shall be interpreted and governed by the laws of the State of Arizona regardless of its choice of laws provision.

F. No other telephone company may interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

G. To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.1.4 Liability of the Company

A. The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, 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 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the 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 or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

SECTION 2 – REGULATIONS, (CONT'D.)

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

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

C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.

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

E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnities 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.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 – REGULATIONS, (CONT'D.)

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

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

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 against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

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 giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

I. 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.

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

APPROVED FOR FILING
DECISION # 73154

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer with reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.1.6 Provision of Equipment and Facilities

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

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

C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided to the Customer without advance notification.

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

APPROVED FOR FILING
DECISION # 73154

SECTION 2 – REGULATIONS, (CONT'D.)

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

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

E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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

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

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

2.1.7 Non-Routine Installation

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

APPROVED FOR FILING
DECISION # 73154

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

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

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

C. over a route other than that which the Company would normally utilize in the furnishing of its services;

D. in a quantity greater than that which the Company would normally construct;

E. on an expedited basis;

F. on a temporary basis until permanent facilities are available;

G. involving abnormal costs; or

H. in advance of its normal construction.

2.1.9 Ownership of Facilities

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

APPROVED FOR FILING
DECISION # 73154

SECTION 2 – REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

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

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

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

2.2.4 A Customer or End User may not assign, or transfer in any manner, the service or any rights associated with the Company's 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 communications 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 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

A. the payment of all applicable charges pursuant to this tariff;

B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the gross negligence or willful misconduct of the employees or agents of the Company;

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

APPROVED FOR FILING
DECISION # 73154

SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (Cont'd.)

D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide communication services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

APPROVED FOR FILING
DECISION # 73154

SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (Cont'd.)

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

G. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and

H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Claims

With respect to any service or facility provided by the Company, 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:

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

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

APPROVED FOR FILING
DECISION # 73154

SECTION 2 – REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

The Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. The Customer or End User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

A. Terminal equipment on the Customer's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company point of connection.

B. The Customer is responsible for ensuring 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 shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.4.3 Interconnection of Facilities

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

B. The Company's services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.

C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all Customer-provided wiring shall be installed and maintained in compliance with those regulations.

D. The Customer may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the Customer is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

APPROVED FOR FILING
DECISION # 73154

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.4.4 Inspections

A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth below for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

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

A. Taxes

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

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 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges

A. Nonrecurring charges are due and payable by the Customer within 30 days after the invoice date, unless otherwise agreed to in advance.

B. The Company shall present invoices for monthly recurring charges 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 invoice date. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.

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.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

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

D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date 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.

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 that are not immediately available, 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 the lesser of the highest percentage allowable by the Arizona Corporation Commission or a late factor of 1.5% 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 that a financial institution refused to honor.

G. The Customer has 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 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Advance Payments

To safeguard its interests, the Company may require the Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. 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. However, the amount of the advance payment in addition to any additional required deposits, as set forth in Section 2.5.4, shall not exceed 2 and one half times the amount of the Customer's monthly charges. The advance payment will be credited to the Customer's initial bill.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.4 Deposits

The Company does not collect deposits.

2.5.5 Discontinuance of Service

A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.

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

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

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Discontinuance of Service, (Cont'd.)

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

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 will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

G. Upon the Company's discontinuance of service to the Customer under Section 2.5.5.A or 2.5.5.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 that 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).

2.5.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service

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

2.6.1 Credit for Interruptions

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

B. For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates 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 – REGULATIONS, (CONT'D.)

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

2.6.1 Credit for Interruptions, (Cont'd.)

C. A credit allowance will be given for interruptions of 30 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 30 minutes	None
30 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
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.

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 – REGULATIONS, (CONT'D.)

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

2.6.2 Limitations on Allowances

No credit allowance will be made for:

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

B. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;

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

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

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

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

G. interruption of service due to circumstances or causes beyond the control of Company.

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.6.3 Cancellation for Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 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 that has been subject to the outage or cumulative service credits.

2.7 Use of Customer's Service by Others

2.7.1 Resale and Sharing

Any service provided under this tariff maybe resold to or shared with other persons at the option of the Customer, subject to compliance with any applicable laws or Arizona Corporation Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

SECTION 2 – REGULATIONS, (CONT'D.)

2.8 Cancellation by the Customer

If a Customer terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. 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 2.5.2.

2.8.1 Cancellation of Application for Service

A. Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).

C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

D. The special charges described in 2.8.1.A through 2.8.1.C will be calculated and applied on a case-by-case basis.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 – REGULATIONS, (CONT'D.)

2.8 Cancellation by the Customer, (Cont'd.)

2.8.2 Termination Liability for Canceled Service

A. all unpaid and waived nonrecurring charges reasonably expended by the Company as well as all costs incurred by Customer to establish service to the Customer; plus

B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus

C. all Recurring Charges specified in the applicable Service Order or tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation; plus

D. the difference between a Customer's term rates and the Company's month-to-month rates times the actual length of service.

2.9 Transfers and Assignment

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

2.9.1 to any subsidiary, parent company or affiliate of the Company; or

2.9.2 pursuant to any sale or transfer of substantially all the assets of the Company, or

2.9.3 pursuant to any financing, merger or reorganization of the Company.

SECTION 2 – REGULATIONS, (CONT'D.)

2.10 Notices and Communications

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

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

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

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

APPROVED FOR FILING
DECISION # 73154

SECTION 3 – APPLICATION OF RATES

3.1 Introduction

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

3.2 Charges Based on Duration of Use

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

A. Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.

B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.

C. Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

D. Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

E. All times refer to local time.

APPROVED FOR FILING
DECISION # 73154

SECTION 3 – APPLICATION OF RATES, (CONT'D.)

3.3 Calculation of Distance

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

3.3.1 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:

3.3.2 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:

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

SECTION 4 – SERVICE AREAS

4.1 Local Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following incumbent LECs:

Qwest Communications, Inc.

APPROVED FOR FILING
DECISION # 73154

SECTION 5 – LOCAL EXCHANGE SERVICE

5.1 General Description

5.1.1 Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network. Each local exchange service enables users to:

A. receive calls from other stations on the public switched telecommunications network;

B. access other services offered by the Company as set forth in this tariff;

C. access certain interstate and international calling services provided by the Company;

D. access (at no additional charge) the Company's, operators and business office for service related assistance;

E. access (at no additional charge) emergency services by dialing 0- or 911; and

F. access services provided by other common carriers that purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or that maintain other types of traffic exchange arrangements with the Company.

5.1.2 The following local exchange services are offered:

Basic Line Service

APPROVED FOR FILING
DECISION # 73154

SECTION 5 – LOCAL EXCHANGE SERVICE, (CONT'D.)

5.2 Basic Business Line Service

5.2.1 Description

Basic Business Line Service provides the Business Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Business Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Business Line may be configured into a hunt group with other Company-provided Basic Business Lines. Each Basic Business Line is provided with the following standard features which are set forth in Section 8.6 of the tariff.

Flat Rate Service is an exchange service for which a specified rate is charges, regardless of the amount of local usage.

5.2.2 Rates and Charges

A. Nonrecurring Charges

See Section 8.5

B. Monthly Recurring Charges

	Maximum	Current
Basic Local Service		
Flat Rate Service		
1st Line	$91.20	$30.40
Each Additional Line	$91.20	$30.40

APPROVED FOR FILING
DECISION # 73154

SECTION 5 – LOCAL EXCHANGE SERVICE, (CONT'D.)

5.3 Private Branch Exchange (PBX) Trunks

5.3.1 General

A. PBX Service is not provided on a one-way basis. Therefore, in-only or out-only trunks must be used in combinations which provide for two-way service for the PBX system.

B. Because calls cannot be received on out-only trunks, the Company will arrange with customers using these trunks to redirect incoming calls to a trunk which can receive calls or to make necessary custom local area signaling data base changes.

APPROVED FOR FILING
DECISION # 73154

SECTION 5 – LOCAL EXCHANGE SERVICE, (CONT'D.)

5.3 Private Branch Exchange (PBX) Trunks, (Cont'd.)

5.3.2 Flat Rate Trunks

A. General Description

Flat Rate Trunks may be configured as two-way, or as a combination of in and out only trunks. Flat Rate Trunks are provisioned as four-wire terminations with E & M signaling.

B. Rates and Charges

The following nonrecurring charge applies per trunk to install and to connect a trunk when changing a grade of service to PBX Service.

	Nonrecurring Charge	
	Maximum	Current
Business Per Trunk	$195.00	$65.00

	Monthly Recurring Charge	
	Maximum	Current
Per Trunk	$117.00	$39.00

APPROVED FOR FILING
DECISION # 73154

SECTION 5 – LOCAL EXCHANGE SERVICE, (CONT'D.)

5.3 Private Branch Exchange (PBX) Trunks, (Cont'd.)

5.3.3 Direct-Inward-Dialing (DID) Service

A. General Description

Direct-Inward-Dialing (DID) Service is a special trunking arrangement which permits incoming calls from the exchange network to reach a specific PBX station directly without an attendant's assistance.

B. Terms and Conditions

1. This feature may be provided, in addition to regular trunk rates and charges, where facilities are available and the PBX system or Customer provided switching equipment capabilities permit.

2. One primary directory listing in the main directory of the serving Central Office is provided for each PBX system.

3. The provision of this feature requires that the Customer subscribe to a sufficient number of trunk facilities to adequately handle the volume of incoming calls.

4. DID Service is available to new and existing Customers from non ESS offices if the office is equipped for DID Service and has sufficient DID capacity available.

APPROVED FOR FILING
DECISION # 73154

SECTION 5 – LOCAL EXCHANGE SERVICE, (CONT'D.)

5.3 Private Branch Exchange (PBX) Trunks, (Cont'd.)

5.3.3 Direct-Inward-Dialing (DID) Service, (Cont'd.)

B. Terms and Conditions, (Cont'd.)

5. Sequential numbers may be assigned if blocks of numbers are available and at the discretion of the Company. Rates and charges associated with sequential numbers are specified in C., following.

6. A DID sequential number block is a group of twenty telephone numbers in numeric order. The last digit of the first number within the block is a zero, and the last number within the number block must include an odd number in the sixth digit and a nine in the last digit.

7. DID Service is offered with switching vehicles served by trunk service. Answer Supervision is required from the Customer's switching vehicle.

SECTION 5 – LOCAL EXCHANGE SERVICE, (CONT'D.)

5.3 Private Branch Exchange (PBX) Trunks, (Cont'd.)

5.3.3 Direct-Inward-Dialing (DID) Service, (Cont'd.)

C. Rates and Charges

Direct-Inward-Dialing (DID):

	Non Recurring Charge		Monthly Recurring Charge	
	Maximum	Current	Maximum	Current
Each DID nonsequential number	$3.00	$1.00	$0.45	$0.15
Each DID block of 20 sequential numbers	$60.00	$20.00	$9.00	$3.00
DID Change Charge				
Per Change of number of digits outpulsed	$150.00	$50.00	$10.00	$10.00
Per change of signaling from DTMF to DP, or vice versa	$150.00	$50.00	N/A	N/A
DID Trunk Termination:				
Each in-only analog trunk termination	$171.00	$57.00	$135.00	$45.00
Each 2-Way, 4-wire analog trunk termination	$171.00	$57.00	$135.00	$45.00
Hunting Line Service:				
Basic Hunting, per access line	$10.00	$0.00	$23.25	$7.75
Circular Hunting, per hunt group	$10.00	$0.00	$7.50	$2.50
Preferential Hunting, per access line	$10.00	$0.00	$2.25	$0.75

APPROVED FOR FILING
DECISION # 73154

SECTION 6 – DIRECTORY SERVICES

6.1 Non-Published Service

6.1.1 Description

Non-Published Service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records.

6.1.2 Regulations

A. This service is subject to the rules and regulations for E911 service, where applicable.

B. The Company will complete calls to a non-published number only when the caller dials direct or verbally gives the operator the number. No exceptions will be made, even if the caller says it is an emergency.

C. When the Company agrees to keep a number non-published, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to someone. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

D. The Customer indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

APPROVED FOR FILING
DECISION # 73154

SECTION 6 – DIRECTORY SERVICES, (CONT'D.)

6.1 Non-Published Service, (Cont'd.)

6.1.3 Rates and Charges

There is a monthly charge for each non-published service. This charge applies if the Customer has other listed service at the same location, or if the service is installed for a temporary period.

There is a one-time nonrecurring charge for each request to move or change a listing. If the request is received after the directory publisher's deadline for such changes, an additional late charge will apply.

A. Nonrecurring Charges

See Section 8.5

B. Monthly Recurring Charges

	Maximum	Current
Non-Published Service	$7.05	$2.35

APPROVED FOR FILING
DECISION # 73154

SECTION 6 – DIRECTORY SERVICES, (CONT'D.)

6.2 Non-Listed Service

6.2.1 Description

Non-listed service means that the Customer's telephone number is not listed in the directory, but it does appear in the Company's Directory Assistance Records.

6.2.2 Regulations

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to someone. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-listed service.

The Customer indemnifies (i.e., promises to reimburse the company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

APPROVED FOR FILING
DECISION # 73154

SECTION 6 – DIRECTORY SERVICES, (CONT'D.)

6.2 Non-Listed Service, (Cont'd.)

6.2.3 Rates and Charges

There is a monthly charge for each non-listed service. This charge applies if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

There is a one-time nonrecurring charge for each request to move or change a listing. If the request is received after the directory publisher's deadline for such changes, an additional late charge will apply.

A. Nonrecurring Charges

See Section 8.5

B. Monthly Recurring Charges

	Maximum	Current
Non-Listed Service	$5.55	$1.85

APPROVED FOR FILING
DECISION # 73154

SECTION 7 – LOCAL CALLING SERVICE

7.1 General Description

Local Calling Service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones included in the Customer's local calling area, except 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 will be blocked by the Company's centralized switching facility.

7.1.1 Basic Local Exchange Service

This calling service allows the Customer unlimited access to all other stations on the public switched telephone network within the base rate area of the Customer's local exchange, as specified in the Qwest tariff in effect and as amended from time-to-time.

7.1.2 Exchange Zone Increment

An Exchange Zone Increment charge applies to service outside the base rate area of an exchange.

SECTION 7 – LOCAL CALLING SERVICE, (CONT'D.)

7.1 Description, (Cont'd.)

7.1.3 Exchange Zone Increment Rate

A. Exchange Zone Number 1

Monthly Recurring Charge:

	Per Line	
	Maximum	Current
	$1.50	$0.50

B. Exchange Zone Number 2

Monthly Recurring Charge:

	Per Line	
	Maximum	Current
	$4.50	$1.50

SECTION 7 – LOCAL CALLING SERVICE, (CONT'D.)

7.2 Operator Assisted Local Calling Service Rates

For operator-assisted local calls, the operator charges listed in Section 8.1.3 apply in addition to the charges listed below.

7.2.1 Usage Charges

Per minute charges apply for each call. Timing is in whole minute increments, with a minimum charge of one minute per call.

A. Rate Per Minute

Maximum	Current
$0.75	$0.25

APPROVED FOR FILING
DECISION # 73154

SECTION 8 – MISCELLANEOUS SERVICES

8.1 Operator Services

8.1.1 Description

Operator Handled Calling Services are provided to Customers and End Users of Company-provided local exchange lines, and to Customers and End Users of exchange access lines.

8.1.2 Definitions

Person-to-Person - Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

Station-to-Station - Refers to calls other than person-to-person calls billed to either the End User's commercial credit card and/or nonproprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones, which are coin telephones will not be accepted.

Operator Dialed Charge - The End User places the call without dialing the destination number, although the capability to do it himself exists. The End User will dial "0" for local calls and "00" for long distance calls and then request the operator to dial the called station.

Billed to Non-Proprietary Calling Card - Refers to calls that are dialed by the Customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier.

0-- (Fully Assisted) - Calling Card, Person-to-Person, Bill to Third Party, Station-to-Station, and/or Collect calls placed by Users dialing 0 without also entering a valid (area code) + (exchange) + (line number). An attended operator position (i.e. "live" operator) is required to obtain the (area code) + (exchange) + (line number) as well as the billing information from the User.

0+- (Partially Assisted) - Calling Card, Person-to-Person, Bill to Third Party, Station-to-Station, and/or Collect Calls placed by Users dialing 0+ (area code) + (exchange) + (line number). An attended operator position (i.e. "live" operator) is required to obtain billing information from the User.

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.1 Operator Services, (Cont'd.)

8.1.3 Rates and Charges

Local exchange and IntraLATA calls may be placed on an Operator Assisted basis. Usage charges for Operator Assisted calls are the same as those set forth in Sections 7 and 8, preceding. For Operator Assisted calls to Busy Line Verification and Interrupt, or Directory Assistance, the surcharges specified in Section 8.2.3 and Section 8.1.3 will apply in addition to any applicable Operator charges.

In addition to the usage charges identified above, the following operator-assisted charges will apply:

Per Call Charges:	Maximum Operator Surcharge	Current Operator Surcharge
Calling Card – Automated (0++)	$4.00	$2.00
Calling Card – Partially Assisted (0+-)	$6.00	$3.00
Calling Card – Fully Assisted (0--)	$6.00	$3.00
Bill to Third Party – Automated (0++)	$4.60	$2.30
Bill to Third Party – Partially Assisted (0+-)	$7.60	$3.80
Bill to Third Party – Fully Assisted (0--)	$7.60	$3.80
Collect – Automated (0++)	$4.60	$2.30
Collect – Partially Assisted (0+-)	$7.60	$3.80
Collect – Fully Assisted (0--)	$7.60	$3.80
Person to Person – Partially Assisted (0+-)	$9.00	$4.50
Person to Person – Fully Assisted (0--)	$12.00	$6.00
Station to Station – Partially Assisted (0+-)	$4.60	$2.30
Station to Station – Fully Assisted (0--)	$7.60	$3.80

APPROVED FOR FILING
DECISION # 73154

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.2 Directory Assistance

8.2.1 General Description

A. Directory Assistance service allows customers to obtain listing information, which is comprised of a name, ZIP Code and/or address and telephone number.

B. The charges set forth, following, apply when customers of the Company request assistance in determining listing information for:

1. A person who is located in the same local service area, or

2. A person who is not located in the same local service area but who is located within the state for which the Company furnishes Directory Assistance Service.

C. If a customer abuses or fraudulently uses Directory Assistance service, the appropriate Directory Assistance charges may be assessed on that customer's telephone account.

D. A caller may request a maximum of two listings for each call to Directory Assistance. The rates apply whether or not the customer secures any requested information.

E. Call completion is provided without additional charge for calls within the LATA where facilities permit. When two listings are requested from Directory Assistance, only the second listing can be completed. However, intraLATA long distance or local message charges apply if applicable. Appropriate service charges listed in 8.1 apply in addition to the Directory Assistance Service charge.

SECTION 6 – DIRECTORY SERVICES, (CONT'D.)

8.2 Directory Assistance, (Cont'd.)

8.2.2 Rates and Charges

A. In locations where the customer has the capability to direct dial Directory Assistance but chooses to place the call as a mechanized or operator-assisted customer-dialed calling card call or operator-assisted station-to-station call, the appropriate charge, specified in 8.1 applies in addition to the Directory Assistance charge.

	Maximum	Current
Each call dialed directly by customer	$3.75	$1.25

B. The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of the service includes the obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Directory Assistance service, by rearranging, tampering, with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with attempt to avoid payment, in whole or in part, of the regular charge for such service. In addition to any other action authorized by this tariff, the Company may, in such cases of abuse or fraudulent use, assess appropriate Directory Assistance charges on the customer's regular telephone account.

APPROVED FOR FILING
DECISION # 73154

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.3 Busy Line Verify and Line Interrupt Service

8.3.1 Description

Upon request of a calling party the Company will verify a busy condition on a called line.

A. The operator will determine if the line is clear or in use and report to the calling party.

B. The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

8.3.2 Regulations

A. A charge will apply when:

1. The operator verifies that the line is busy with a call in progress.
2. The operator verifies that the line is available for incoming calls.
3. The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

APPROVED FOR FILING
DECISION # 73154

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.3 Busy Line Verify and Line Interrupt Service, (Cont'd.)

8.3.2 Regulations, (Cont'd.)

B. No charge will apply:

1. when the calling party advises that the call is to or from an official public emergency agency, and
2. under conditions other than those specified in 8.2.2.A preceding.

C. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

D. The Customer shall identify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

8.3.3 Rates and Charges

	Maximum	Current
Busy Line Verify Service (each request)	$9.00	$3.00
Busy Line Verify and Busy Line Interrupt Service (each request)	$18.00	$6.00

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.4 Service Implementation

8.4.1 Description

Absent a promotional offering, service implementation charges will apply to new service orders or to orders to change existing service.

8.4.2 Rates and Charges

A. Nonrecurring Charge

See Section 8.5

APPROVED FOR FILING
DECISION # 73154

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.5 Restoration of Service

8.5.1 Description

A restoration charge applies to the re-establishment of service and facilities suspended because of nonpayment of bills and is payable at the time that the re-establishment of the service and facilities suspended is arranged for. The restoration charge does not apply when, after disconnection of service, service is later re-established.

8.5.2 Rates and Charges

A. Nonrecurring Charge

	Maximum	Current
Per occasion	$48.00	$16.00

APPROVED FOR FILING
DECISION # 73154

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.6 Charges for Connecting or Changing Service

8.6.1 Description

A. The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or different location; or (d) restoral of service after suspension or termination for nonpayment. Connection charges are listed with each service to which they apply.

B. The Company alone may make changes in the location of its lines and equipment. When it is found that move or change of such lines or equipment has been made by others, the Connection Charge per line for the underlying service will apply as if the work had been done by the Company.

Move: A change in physical location of the Customer's premises or the point of termination at the Customer's premises. Charges equal to initial installation charge apply.

Change: Any revision, redesign or other provisioning change to existing services.

C. Premises Visit Charge

The Premises Visit Charge is a charge per premises visit by a Company field technician to the Customer's premises for the purpose of performing billable premises work authorized or requested by the Customer or the Customer's authorized representative. The Premises Visit Charge does not apply if the premises work is required or initiated by the Company.

APPROVED FOR FILING
DECISION # 73154

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.6 Charges for Connecting or Changing Service, (Cont'd.)

8.6.2 Rates and Charges

A. Nonrecurring Charges

	Maximum	Current
Line Connection Charge		
Applies per exchange access line or trunk,		
First Line	$127.50	$42.50
Additional Line (each)	$127.50	$42.50
Line Change Charge		
Applies per exchange access fine or trunk		
First Line	$97.50	$32.50
Additional Line (each)	$97.50	$32.50
Secondary Service Charge		
Applies per Customer request		
Each:		
Add/Change Order	$82.50	$27.50
Record Order	$82.50	$27.50
Premises Work Charges		
Premises Visit Charge		
First 15-minute increment or fraction thereof	$189.00	$63.00
Each Additional 15-minute increment or fraction thereof		
Per increment	$90.00	$30.00

APPROVED FOR FILING
DECISION # 73154

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.7 Optional Line and Trunk Features

8.7.1 Description

A. Business Line and Trunk Features

Anonymous Call Rejection - Anonymous Call Rejection prevents incoming calls marked private or anonymous from being completed. Anonymous Call Rejection is placed on the customer's line in the "off" condition. The customer must activate and deactivate the feature by dialing a code.

Call Forwarding Busy Line - Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Don't Answer – Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.7 Optional Line and Trunk Features, (Cont'd.)

8.7.1 Description, (Cont'd.)

A. Business Line and Trunk Features, (Cont'd.)

Call Forwarding Variable - When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

Call Return - Allows a Customer to dial a code that will cause the feature to automatically redial the number of the last incoming call to that line, whether the call was answered or not. The customer does not have to know the number of the calling party. If the called number is busy, the feature will redial the called number for a limited period of time. A tone alerts the customer when the called line is available. This service is available on a usage or subscription basis.

Call Tracing - Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only. After receiving the call which is to be traced, the customer dials a code and the traced telephone number is automatically sent to the Company for further action. The customer originating the trace will not receive the traced telephone number. The results of a trace will be furnished only to legally constituted law enforcement agencies or authorities upon proper request by them. The company is not liable for damages if, for any reason, the Call Trace attempt is not successful.

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.7 Optional Line and Trunk Features, (Cont'd.)

8.7.1 Description, (Cont'd.)

A. Business Line and Trunk Features, (Cont'd.)

Call Waiting - Provides a tone/signal to a customer that has a call in progress, that another call has been placed to that customer's telephone number. The customer may elect to hold the first call, by use of the switchhook, and answer the second call; as well as alternate between calls by pressing the switchhook. The customer may elect not to respond to the signal, and continue the original call. Call Waiting may be deactivated prior to making an outgoing call, (or during a call if the customer has Three-Way Calling).

Caller ID - Name and Number Allows for the automatic delivery of a calling party's name and telephone number (including nonpublished and nonlisted telephone numbers) to the called customer, which gives the called customer an opportunity to decide whether to answer the call immediately or not. The name and number are displayed on customer provided equipment.

Remote Access - Forwarding Allows all incoming calls to be forwarded to another telephone number. It allows the customer to remotely change the termination of their incoming calls. From any tone signaling telephone, the customer can activate, deactivate, or change the destination number.

Repeat Dialing - Allows a customer to dial a code that will cause the feature to automatically redial the last number the customer dialed. If the called number is busy, the feature will redial the called number for a limited period of time. A tone alerts the customer when the called number becomes available. This service is available on a usage or subscription basis.

Speed Calling - Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is Customer-changeable.

Three-Way Calling - Offers the capability to add a third party to an existing call, by depressing the switchhook. This service is available on a usage or subscription basis.

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.7 Optional Line and Trunk Features, (Cont'd.)

8.7.2 Rates and Charges

	Monthly Recurring Charge	
Business/Business PBX Individual Features:	Maximum	Current
Anonymous Call Rejection	$16.50	$5.50
Call Forwarding Busy Line	$7.50	$2.50
Customer Control of Call forwarding Busy Line	$22.50	$7.50
Call Forwarding Don't Answer	$10.50	$3.50
Customer Control of Call Forwarding Don't Answer	$22.50	$7.50
Call Forwarding Variable	$18.00	$6.00
Call Return (per line)	$11.55	$3.85
Call Return (per use)	$2.25	$0.75*
Call Tracing (per activation)	$6.00	$2.00
Call Waiting	$24.00	$8.00
Caller ID - Basic (Per Line)	$29.85	$9.95
Calling Number Delivery Blocking – Permanent (per line)	$34.50	$11.50
Remote Access - Call Forwarding Variable	$22.50	$7.50
Repeat Dialing (per line)	$13.05	$4.35
Repeat Dialing (per use)	$2.25	$0.75*
Speed Calling (30-code)	$16.50	$5.50
Speed Calling (8-code)	$11.55	$3.85
Three-Way Calling	$16.35	$5.45

* Capped at:	Maximum	Current
	$18.00 per month	$6.00 per month

APPROVED FOR FILING
DECISION # 73154

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.8 Remote Call Forwarding

8.8.1 General Description

Remote Call Forwarding allows a Customer the ability to purchase additional Directory Numbers and to have calls to those telephone numbers forwarded on a permanent basis to a designated telephone number.

A. Conditions

1. The telephone number to which calls are forwarded is user-defined.

2. Changes to this number are made via a service order.

3. Customers can request additional paths for Remote Call Forwarding service.

4. A flat-rated monthly recurring charge applies for each main Remote Call Forwarding Directory Number and for each additional path ordered.

5. If the telephone number from which calls are forwarded and the telephone number to which calls are forwarded is a toll call, Customers will be charged the appropriate toll charges for each call made to the originating telephone number.

8.8.2 Rates and Charges

The following charges are for the Remote Call Forwarding feature only and are in addition to applicable charges for service and equipment.

Remote Call Forwarding applies per feature arranged and includes one access path for either interexchange, intraexchange, or local calling area per service request.

A. Nonrecurring Charge: Service Order Charges apply

B. Monthly Recurring Charge

	Maximum	Current
Each Initial Path	$23.00	$7.95
Each Additional Access Path (with initial installation)	$23.00	$7.95

APPROVED FOR FILING
DECISION # 73154

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.9 Hunting Service

8.9.1 Description

Hunting Service provides for the routing of a call to an idle station in a prearranged group when the called station line is busy. Hunting Service is only available between lines of the same type, e.g. flat rate lines routed to flat rate lines.

8.9.2 Rates and Charges

A. Nonrecurring Charge

Service Order Charges apply.

B. Monthly Recurring Charge

	Maximum	Current
Per Line, Basic	$23.25	$7.75

APPROVED FOR FILING
DECISION # 73154

SECTION 8 – MISCELLANEOUS SERVICES, (CONT'D.)

8.10 Primary Interexchange Carrier Change Charge

8.10.1 General

Within the first thirty (30) days of new service, a Customer may change his or her interLATA and/or intraLATA long distance carrier at no charge. After this thirty (30) day period, the Customer will incur a charge each time there is a change in either the interLATA or intraLATA long distance carrier associated with the Customer's line after the initial installation of service. If the Customer changes the interLATA and the intraLATA carrier on the same order, only one charge will be assessed. The Company may require the Customer to select the Company as its interLATA and intraLATA long distance carrier in conjunction with certain services.

8.10.2 Options

Option A: Customer may select the Company as the presubscribed carrier for IntraLATA toll calls subject to presubscription.

Option B: Customer may select her/his interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option C: Customer may select a carrier other than the Company or the Customer's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option D: Customer may select no presubscribed carrier for intraLATA or interLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code (1010XXX) to route all intraLATA toll calls to the carrier of choice for each call. Requests for "no presubscribed carrier" and access via casual 1010XXX dialing must be made by the Customer of record in writing.

8.10.3 Primary Interexchange Carrier Change Charges

A. Application of Charges

After a Customer's initial selection of a toll carrier, for any change thereafter, a nonrecurring PIC Change Charge will apply.

B. Nonrecurring Charge

	Maximum	Current
Per business line or trunk	$15.00	$5.00

SECTION 9 – SPECIAL ARRANGEMENTS

9.1 Special Construction

9.1.1 Basis for Charges

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

A. nonrecurring type charges;

B. recurring type charges;

C. termination liabilities; or

D. combinations thereof.

9.1.2 Termination Liability

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

A. The termination liability period is the estimated service life of the facilities provided.

B. The amount of the maximum termination liability is equal to the estimated amounts for:

SECTION 9 – SPECIAL ARRANGEMENTS, (CONT'D.)

9.1 Special Construction, (Cont'd.)

9.1.2 Termination Liability, (Cont'd.)

B. (Cont'd.)

1. cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:

   (a) equipment and materials provided or used,

   (b) engineering, labor and supervision,

   (c) transportation, and

   (d) rights-of-way;

2. license preparation, processing, and related fees;

3. tariff preparation, processing, and related fees;

4. cost of removal and restoration, where appropriate; and

5. any other identifiable costs related to the specially constructed or rearranged facilities.

C. The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 9.1.2.B preceding by a factor related to the un-expired period of liability and the discount rate for return and contingencies. The amount determined in Section 9.1.2.B preceding shall be adjusted to reflect the re-determined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

APPROVED FOR FILING
DECISION # 73154

SECTION 9 – SPECIAL ARRANGEMENTS, (CONT'D.)

9.2 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 made available on a nondiscriminatory basis.

9.3 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers.