ORIGINAL

TITLE PAGE

ARIZONA TELECOMMUNICATIONS TARIFF

OF

Consolidated Communications Network Services, Inc.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunication services provided by Consolidated Communications Network Services, Inc., with offices at 121 South 17th Street, Mattoon, Illinois 61938. This tariff applies for services furnished within the State of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

APPROVED FOR FILING
DECISION #: 66901

CHECK SHEET

This tariff contains the pages listed below, inclusive, each of which is effective as of the date shown on each sheet. Original and revised pages as named below comprise all changes from the original tariff.

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APPLICATION OF TARIFF

The regulations, rules and conditions set forth in this Tariff apply to the provision of intrastate public telecommunications services furnished within the State of Arizona by Consolidated Communications Network Services, Inc. subject to the jurisdiction of the Arizona Corporation Commission.

SYMBOLS

The following are the only symbols used for the purposes indicated below:

(C) - To signify a changed listing, rule or condition which may affect rates or charges.

(D) - To signify discontinued material, including a listing, rate, rule or condition.

(I) - To signify an increase in rates or charges.

(M) - To signify material relocated from or to another part of this Tariff with no change in text, rate, rule or condition.

(N) - To signify new material, including a listing, rate, rule or condition.

(R) - To signify a reduction in rates or charges.

(T) - To signify a change in the wording of the text, but no change in rate, rule or condition.

(X) - To signify a correction or reissued matter.

TARIFF FORMAT

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

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the ACC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the ACC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff pages in effect. Consult the check sheet for sheet currently in effect.

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

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a).
2.1.1.A.1.(a).I.
2.1.1.A.1.(a).I.(i).
2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets - When a tariff filing is made with the ACC, 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 the check sheet 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 ACC.

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS

1.1 Abbreviations

The following abbreviations are used herein only for the purposes indicated below:

ACC	-	Arizona Corporation Commission
C.O.	-	Central Office
Corp.	-	Corporation
EAEA	-	Equal Access Exchange Area
FCC	-	Federal Communications Commission
IXC	-	Interexchange Carrier
LATA	-	Local Access and Transport Area
LEC	-	Local Exchange Carrier
MTS	-	Message Telecommunications Service
PBX	-	Private Branch Exchange

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd)

1.2 Definitions

Access - Access to the Company's services are provided by one or more or a combination of the following methods: presubscription in equal access areas, direct access, 800, 950 and 10XXX dialing sequences.

Access Code - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

Access Line - An arrangement which connects the Customer's location to Company's designated point of presence or network switching center.

Authorized User - A person, firm or corporation, or any other entity authorized by the Customer to communicate utilizing the Company's services. An authorized user also may be a consumer as defined herein.

Calling Card - A billing convenience whereby the charges for a call may be billed to an approved telephone company-issued calling card or valid commercial credit card where accepted. The terms and conditions of the local telephone company will apply to payment arrangements.

Casual Calling – A service whereby the Customer accesses the Company's service by dialing a Company-provided access code prior to placing the call, such as 101XXXX + 1 + area code + destination number.

Collect Calling - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Commission – The Arizona Corporation Commission.

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd)

1.2 Definitions, (Cont'd)

Company - Used throughout this tariff to refer to Consolidated Communications Network Services, Inc. unless otherwise clearly indicated by the context.

Consumer – A person who is not a Customer initiating any telephone calls using operator services.

Customer - The person, firm or corporation, or other entity which orders, cancels, amends, or uses service or is responsible for the payment of charges and/or compliance with tariff regulations.

Customer Premises Equipment - Terminal equipment, as defined herein, which is located on the Customer's premises.

Equal Access - Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Colombia), as amended by the Court in its orders issued prior to October 17, 1990.

Equal Access Code - An access code that allows the public to obtain an equal access connection to the carrier associated with that code.

Local Exchange Carrier ("LEC") - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

Personal Identification Numbers (PINS) - Code numbers used in connection with designated telephone numbers which allow intrastate calls to be categorized for various applications.

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd)

1.2 Definitions, (Cont'd)

Switched Access - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits. The cost of switched Feature Group access is billed to the interexchange carrier.

Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

Terminal Equipment - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

APPROVED FOR FILING
DECISION #: 66901
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SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of the Company

Service is offered to business Customers of the Company to provide direct dialed and directory assistance calls originating and terminating within the State of Arizona, using the Company's network configuration. The Company provides switched long distance network services for voice grade and low speed dial-up data transmission services. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All Services are provided subject to the terms and conditions set forth in this tariff.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.2 Payment and Credit Regulations

2.3.1 Payment Arrangements

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Arizona PSC. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. Payment periods may vary by product.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.3 Payment and Credit Regulations

2.3.2 Deposits

The Company does not require Customer Deposits.

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.3 Payment and Credit Regulations, (Cont'd)

2.3.3 Advance Payments

The Company does not require Advance Payments.

2.3.4 Late Payment Charge

A late fee of 1.5% per month will be charged on any past due balance in accordance with Commission rules.

2.3.5 Return Check Charge

A return check charge of $25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Arizona law and Commission regulations.

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.4 Taxes and Fees

The Company reserves the right to bill any and all applicable taxes, fees, governmental or quasi-governmental assessments in addition to normal long distance usage charges, including, but not limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes, Universal Service Funds and Gross Receipts Tax.

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.5 Refunds or Credits for Service Outages or Deficiencies

2.5.1 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by the Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any is furnished by the Customer and connected to the Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via LEC access. For purposes of credit computation every month shall be considered to have 720 hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than two hours. For message rated toll services, credits will be limited to, at maximum, the price of the initial period of individual call that was interrupted.

2.5.2 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.6 Liability of the Company

2.6.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

2.6.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

2.6.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this Tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by gross negligence of the company.

2.6.4 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's gross negligence.

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.7 Minimum Service Period

The minimum service period is one month (30 days).

2.8 Cancellation by Customer

Service may be canceled by the Customer on not less than 30 days prior notice to the Company.

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.9 Refusal or Discontinuance by the Company

The Company may refuse or discontinue service under the following conditions. Unless otherwise specified, the Customer will be given five (5) days written notice and allowed a reasonable time to comply with any rule or remedy any deficiency.

2.9.1 For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service.

2.9.2 For the use of telephone service for any other property or purpose other than that described in the application.

2.9.3 For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.

2.9.4 For non-compliance with and/or violation of the Commission's regulations or the Company's rules and regulations on file with the Commission.

2.9.5 For non-payment of bills for telephone service.

2.9.6 Without notice in the event of Customer, Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

2.9.7 Without notice in the event of tampering with the equipment furnished and owned by the Company.

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.9 Refusal or Discontinuance by the Company (Cont'd)

2.9.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

2.9.9 For failure of the Customer to make proper application for service.

2.9.10 For Customer's breach of the contract for service between the Company and the Customer, including posting or access requirements as specified to comply with state and federal regulations.

2.9.11 When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

2.10 Limitations of Service

2.10.1 Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.

2.10.2 The Company reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of law.

2.10.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.10 Limitations of Service, (Cont'd)

2.10.4 The Company reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

2.11 Use of Service

Service may be used for any lawful purpose for which it is technically suited. Customers reselling or rebilling the Company's Arizona intrastate service must have a Certificate of Authority as an interexchange carrier from the Arizona Corporation Commission.

2.12 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service.

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.13 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.14 Right to Backbill for Improper Use of the Company's Service

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

2.15 Billing Entity Conditions

When billing functions on behalf of the Company are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact the Company directly. If there is still a disagreement about the disputed amount after investigation and review by the Company or other service provider, the Billed Party has the option to pursue the matter with the appropriate state commission and/or the Federal Communications Commission.

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.16 Interconnection

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

2.17 Toll Free Services and Numbers

2.17.1 The Company will make every effort to reserve toll-free (i.e., 800/888) vanity numbers on behalf of Customers, but makes no guarantee or warranty that the requested toll-free number(s) will be available or assigned to the Customer requesting the number.

2.17.2 If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in toll-free service to another carrier (e.g., "porting" of the toll-free number), including a request for a Responsible Organization (Resp Org) change, until such time as all charges are paid in full.

2.17.3 Toll-free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. The Company will only honor Customer's request for a change in Resp Org or toll-free service, subject to the limitations provided in Section 2.17.2, to another carrier for toll-free numbers dedicated to the sole use of that single Customer.

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.18 Responsibilities of the Customer

2.18.1 The Customer is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Customer is also responsible for the payment of charges for calls originated at the Customer's premises that are not collect, third party, calling card, or credit card calls.

2.18.2 The Customer is responsible for charges incurred for special construction and/or special facilities that the Customer requests and which are ordered by the Company on the Customer's behalf.

2.18.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit, and electrical power without charge to the Company.

2.18.4 The Customer is responsible for arranging ingress to its premises at times mutually agreeable to it and the Company when required for Company personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of the Company's services.

2.18.5 The Customer shall ensure that its terminal equipment and/or system is properly interfaced with the Company 's facilities or services, that the signals emitted into the Company's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.18 Responsibilities of the Customer (Cont'd)

2.18.6 If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company's equipment, personnel, or the quality of Service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notification, terminate the Customer's service.

2.18.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer, its Authorized Users, or others, or by improper use of equipment provided by the Customer, Authorized Users, or others.

2.19.8 The Customer must pay for the loss through theft or fire of any of the Company's equipment installed at Customer's premises.

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.20 Responsibilities of Authorized Users

2.20.1 The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the state utility commission and the FCC.

2.20.2 The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.

2.20.3 The Authorized User is responsible for providing the Company with a valid method of billing for each call. The Company reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot by validated, the user may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.

2.21 Other Rules

2.21.1 The Company reserves the right to refuse to process Third Party Billed, Credit Card or Calling Card billed calls when authorization for use is denied or cannot be validated.

2.21.2 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.22 Customer Complaints and/or Billing Disputes

The Customer has the right to refer billing disputes and any other complaints to the Company at:

Customer Service Department
Consolidated Communications Network Services, Inc.
121 South 17th Street, Mattoon, Illinois 61938

or by calling the Customer Service Department at 1-800-500-9000 twenty-four hours a day - seven days a week.

If the Customer is unable to resolve the dispute with the Company, the Customer may contact the Arizona Corporation Commission at the following address and telephone number:

Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007
Telephone: 602-542-4251

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES

3.1 General

The Company offers interexchange telephone services that allow customers to originate and terminate interexchange calls at locations within the state of Arizona.

Each Customer is charged individually for each call placed through the Company. Charges are computed on an airline mileage basis as described in Section 3.2 of this tariff.

Charges do not vary by service offering, mileage band, class of call, time of day, day of week and/or call duration.

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (Cont'd)

3.2 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the industry-standard "V" and "H" coordinates.

Step 1 - Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.

Step 2 - Obtain the difference between the "V" coordinates of each of the Wire 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 Wire Centers.
Formula

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

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (Cont'd)

3.3 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call. Timing of each call begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. Call timing ends when either party hangs up.

3.3.1 Unless otherwise described in the individual service description in this tariff, calls are measured and billed in six (6) second increments. The minimum call duration for billing purposes is six (6) seconds.

3.3.2 There is no billing applied for incomplete calls.

3.3.3 When a call is established in one rate period and ends in another rate period, the rate in effect at the calling station applies to the portion of the call occurring within that rate period. When a unit of time is split between two rate periods, the rate applicable to that unit of time is based on the rate period in which it began.

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (Cont'd)

3.4 Pay Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call and cannot be assessed on operator assisted calls.

Pay Telephone Surcharge, Maximum rate per Call $0.60

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (Cont'd)

3.5 Service Offerings

3.5.1 Switched Outbound Business Service

A. General

Switched Outbound Business Service permits outward calling to any valid termination point utilizing Customer-provided switched access. Calls are billed in six (6) second increments after the initial minimum period of six (6) seconds. Intrastate service is offered in conjunction with Interstate service. Rates are not mileage or time-of-day sensitive. There is no minimum monthly usage associated with this service.

B. Rates

Maximum Rate Per minute	$0.20

3.5.2 Dedicated Outbound Business Service

A. General

Dedicated Outbound Business Service permits outward calling utilizing Customer-provided Dedicated Access. Calls are billed in six (6) second increments after the initial minimum period of six (6) seconds. Intrastate service is offered in conjunction with interstate service. Rates are not mileage or time-of-day sensitive.

B. Rates

Maximum Rate Per minute	$0.20

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (Cont'd)

3.5 Service Offerings

3.5.3 Toll-Free Services for Business Customers

A. General

Switched Toll Free is available to Customers for incoming calls. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customer-provided switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Rates are neither time-of-day sensitive nor mileage sensitive. Calls are billed in six (6) second increments. Rates are not mileage or time-of-day sensitive. A Monthly Recurring Charge applies in addition to usage rates.

B. Rates

Maximum Rate Per minute	$0.20
Maximum Rate Monthly Surcharge	$20.00

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (Cont'd)

3.5 Service Offerings, (Cont'd)

3.5.4 Proprietary Calling Card Service

A. General

Calling Card Service is available to and business Customers for placing calls while away from home or office. Calls are originated by dialing a toll-free access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in sixty (60) second increments after an initial period for billing purposes of sixty (60) seconds.

B. Rates

Maximum Rate Per minute rate	$0.60

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (Cont'd)

3.5 Service Offerings, (Cont'd)

3.5.6 Directory Assistance

A. General

Directory Assistance is available to all Customers for the purpose of obtaining telephone numbers.

Charges for Directory Assistance are not applicable to inquiries received from handicapped persons who have to rely on Directory Assistance as the only practical means of obtaining a telephone number. Such persons must contact the Company for credit on directory assistance calls.

Directory assistance is offered to all Customers. When operator assistance is provided to complete or bill the directory assistance charges appropriate operator service charges apply in addition to the directory assistance usage charge.

A maximum of two (2) telephone numbers are allowed per request. Additional charges may apply for requests of more than two (2) telephone numbers, which will not exceed the existing tariffed rate.

B. Rates and Charges

IntraLATA Directory Assistance Charge, Maximum Rate Per Call	$0.90
InterLATA Directory Assistance Charge, Maximum Rate Per Call	$1.70

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (Cont'd)

3.5 Service Offerings (Cont'd)

3.5.6 Directory Assistance (cont'd)

C. Directory Assistance Call Completion

Directory Assistance Call Completion is offered in areas where the service is available. The Company Directory Assistance operator will complete the call to the number requested by the Customer without requiring the Customer to redial the number. A per minute Directory Assistance Call Completion rate applies for the duration of each completed call. This per minute usage rate is in addition to the charge for determining the telephone number requested by the Customer.

Directory Assistance Call Completion may be used in conjunction with operator assisted calling. For billing purposes, calls are billed in one (1) minute increments after an initial billing increment of one (1) minute. The completed call is billed at the applicable rate plan usage rate specified in this tariff.

Per Call Charge	$0.20

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (Cont'd)

3.6 Exemptions and Special Rates

3.6.1 Emergency Call Exemptions

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. The Company will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

SECTION 4.0 – CONTRACTS AND PROMOTIONS

4.1 Contract Services - General

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers.

4.2 Promotional Offerings - General

For promotional purposes, market research, or similar corporate purposes, the Company may, at its discretion, offer for limited periods of time, reduced rates or waiver of rates, provided that a copy of any promotional service offering is filed with the Arizona Corporation Commission via a tariff filing, prior to implementation of the promotion. The tariff filing shall contain a brief description of the promotional offering including the length of time the offering will be available and the location in which it will be offered, if applicable.

SECTION 5.0 – CURRENT PRICE LIST

5.1 Public Telephone Surcharge

Per Call Charge:	$ 0.30

5.2 Switched Outbound Business Service

Per minute	$0.119

5.3 Dedicated Outbound Business Service

Per minute	$0.119

5.4 Toll-Free Services for Business Customers

Per minute	$0.119
Monthly Surcharge	$10.00

5.5 Proprietary Calling Card Service

Per minute rate	$0.30

5.6 Directory Assistance

IntraLATA Directory Assistance Charge, Per Call	$0.45
InterLATA Directory Assistance Charge, Per Call	$0.85

5.7 Directory Assistance Call Completion

Per Call Charge	$0.20