This tariff, Arizona Tariff No. 3, filed by MCImetro Access Transmission Services, LLC, cancels and replaces, in its entirety, the current tariff on file with the Commission, Arizona Tariff No. 3, issued by MCI WorldCom Communications, Inc.

Services contained herein are grandfathered and are only available to existing customers.

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLYING TO END-USER LOCAL EXCHANGE COMMUNICATIONS SERVICES WITHIN THE STATE OF ARIZONA

ADMINISTRATIVELY
APPROVED FOR FILING

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ORIGINAL

TABLE OF CONTENTS		Preface	1
EXPLANATION OF SYMBOLS		Preface	4
APPLICATION OF TARIFF		Preface	5
DEFINITIONS			1
REGULATIONS		2	1
2.1	Undertaking of the Company	2	1
2.2	Prohibited Uses	2	9
2.3	Obligations of the Customer	2	9
2.4	Customer Equipment and Channels	2	12
2.5	Payment Arrangements	2	14
2.6	Allowances for Interruptions in Service	2	20
2.7	Cancellation of Service / Termination Liability	2	23
2.8	Customer Liability for Unauthorized Use of the Network	2	24
2.9	Use of Customer's Service by Others	2	27
2.10	Transfers and Assignments	2	28
2.11	Notices and Communications	2	28
2.12	Operator Service Requirements	2	29
APPLICATION OF RATES		3	1
3.1	Introduction	3	1
3.2	Charges Based on Duration of Use	3	1
3.3	Rates Based Upon Distance	3	1

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

SERVICE AREAS		4	1
EXCHANGE ACCESS SERVICE		5	1
EXCHANGE ACCESS OPTIONAL FEATURES		6	1
RESOLD LOCAL EXCHANGE SERVICE		7	1
7.1	Description	7	1
7.2	Single Line Service	7	1
7.3	Basic Trunk Service	7	2
7.4	DID Trunk Service	7	3
7.5	Optional Features	7	4
7.6	Miscellaneous Services	7	9
7.7	Local Calling Service	7	10
7.8	Exchange/Service Areas	7	11

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

LOCAL CALLING SERVICE		8	1
MISCELLANEOUS SERVICES		9	1
9.1	Metro Frame Relay Service	9	1
SPECIAL ARRANGEMENTS		10	1
10.1	Special Construction	10	1
10.2	Individual Case Basis (ICB) Arrangements	10	4
10.3	Temporary Promotional Programs	10	5
GRANDFATHERED SERVICES - INTERMEDIA		11	1

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

EXPLANATION OF SYMBOLS

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

C	To signify changed regulation.
D	To signify discontinued rate or regulation.
I	To signify increased rate.
M	To signify a move in the location of text.
N	To signify new rate or regulation.
R	To signify reduced rate.
S	To signify reissued matter.
T	To signify a change in text but no change in rate or regulation.

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user communications services by MCImetro Access Transmission Services, LLC, to customers within the State of Arizona.

This tariff is on file with the Telecommunications Division of the Arizona Corporation Commission. Copies may be inspected, during normal business hours, at the Company's place of business, 515 East Amite Street, Jackson, Mississippi 39201 or its local office located at 2222 W. Northern Ave., Suite A-101, Phoenix, AZ 85021.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Account Codes:
Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

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

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

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

Call Back/Camp On:
Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

Call Forwarding:

Call Forwarding Station:
Allows calls directed to a station line to be routed to a user defined line inside or outside the customer's telephone system.

Call Forwarding System:
Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the customer's telephone system.

Call Forwarding Remote:
This optional feature allows a user to activate/deactivate the Call Forwarding - All Calls feature or change the forwarded to telephone number from a remote location.

Call Forwarding Busy:
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.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

DEFINITIONS

Call Forwarding (cont'd.)

Call Forwarding Variable Limited:
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 Forwarding Variable Unlimited:
The same a Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

Call Hold:
Allows the user to hold one call for any length of time provided that neither party goes on-hook.

Call Park:
Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

Call Pickup:
Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a customer group.

Call Transfer:
Allows a station line user to transfer any established call to another station line inside or outside the customer group without the assistance of the attendant.

Call Waiting:
Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switchhook flash.

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

Company:
WorldCom Technologies, Inc., the issuer of this tariff.

Company Calling Card
A telephone calling card issued by the Company at the Customer's request, which enables the Customer or User(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

DEFINITIONS

Credit Card

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

Customer or Subscriber:

The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

A residential customer is defined as a customer who has service that is furnished (1) in private homes or apartments, including all parts of the subscriber's domestic establishment, for domestic use and not for substantial occupational use; (2) in college fraternity or sorority houses, college dormitories, convents and monasteries for domestic rather than occupational use in residential quarters; (3) used for purposes of study by a clergyman located in a church, synagogue, mosque or other religious institution. Residential offerings can be found on the MCI Mass Markets website at http://www.mci.com/service.

A business customer is defined as a customer who has service for use primarily or substantially for a business, professional, institutional or other occupational nature. Business offerings are classified as small business or large business. The MCI Business Markets website at http://global.mci.com/publications/service_guide/overview/ contains small business and large business offerings intended for MCI Business Markets customers only. Mass Markets Small Business offerings can be found at http://www.mci.com/sb/service_agreement.

Dedicated Access Lines ("DAL"):

A group of leased lines which interconnect a switching system to a dedicated subscriber.

Dedicated Inbound Calls:

Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's POP. This service is offered to the extent facilities are available and where Ithe Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dedicated Outbound Calls:

Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's Point of Presence (POP). The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

DEFINITIONS

Dial Pulse (or "DP"):
The pulse type employed by rotary dial station sets.

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

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

Do Not Disturb:
Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

Dual Tone Multi-Frequency (or "DTMF"):
The pulse type employed by tone dial station sets.

Duplex Service:
Service which provides for simultaneous transmission in both directions.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

DEFINITIONS

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

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

In-Only:
A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Joint User:
A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by Intelenet and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Kbps:
Kilobits per second, denotes thousands of bits per second.

Last Number Redial:
Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

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.

Mbps:
Megabits, denotes millions of bits per second.

Multi-Frequency or ("MF"):
An inter-machine pulse-type used for signalling between telephone switches, or between telephone switches and PBX/key systems.

Network:
Refers to the Company's facilities, equipment, and services provided under this Tariff.

Public Safety Agency:
The State or any city, county, municipal corporation, public district, public authority, or functional division located in whole or part within the State which provides or has the authority to provide fire fighting, law enforcement, ambulances, medical, or emergency services. Referred to as the customer for Universal Emergency Telephone Number Service.

Public Safety Answering Point (PSAP):
A location operated and maintained by a Public Safety Agency at which requests for fire fighting, law enforcement, ambulance, medical, or other emergency services are answered.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

DEFINITIONS

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

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

Service Order:
The written request for Network 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.

Shared Inbound Calls:
Refers to calls that are terminated via the Customer's LEC-provided local exchange access line.

Shared Outbound Calls:
Refers to calls in Feature Group D exchanges whereby the Customer's local telephone lines are presubscribed by the local exchange company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's network. Calls to stations within the Customer's LATA may be placed by dialing "10 + XXX or 101XXXX + the 10-digit number".

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.

System:
Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

Station:
Allows a station line user to add, change or delete telephone numbers from a speed calling list. The list is dedicated to the individual station line user.

Three-Way Calling:
Allows a station line user to add a third party to an existing conversation.

TOUCHTONE:
This service allows for the origination of calls by means of telephone instruments equipped for tone-type address signaling and special central office facilities.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

DEFINITIONS

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

Universal Emergency Telephone Number (911) Service:
Wherever feasible, the Company will provide a universal Central Office number "911" for the use of Public Safety Agencies having the responsibility to protect the safety and property of the general public. It is intended that use of 911 Service will provide the public with a means of simple and direct telephone access to a Public Safety Answering Point.

User or End User
Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

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 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.

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. Customer will also be required to execute any other documents as may be reasonably requested by the Company.

C) Except as otherwise stated in this Tariff, 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 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.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

REGULATIONS

2.1 Undertaking of the Company (cont'd.)

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

E) 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.

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

G) Any other Telephone Company must not 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.

H) 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.

I) It is the Customer's responsibility to provide answer supervision back to the Company point of connection even when the Company Toll Free Service is connected to switching equipment or a Customer-provided communications system. In such case, the equipment or system must provide appropriate supervision so that the measure of chargeable time begins upon delivery of the call to the Customer's switching equipment or communications system and ends upon termination of the call.

J) The Company reserves the right to change the Customer's local services from the resold local services platform to the facilities-based local services platform without notice to or consent of the Customer. In the event that the Company elects to provide local service to the Customer through the Company's facilities-based platform, the Customer agrees to be bound by the terms and conditions of those services contained in the tariff. In the event that a switch in service platforms results in a rate change to the Customer, the Company will comply with the appropriate customer notice regulations, if any.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.4 Limitations on Liability

A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6.

B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

D) The Company shall not be liable for any claims for loss or damages involving:

1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;

2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

3) Any unlawful or unauthorized use of the Company's facilities and services;

4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;

5) Breach in the privacy or security of communications transmitted over the Company's facilities;

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY APPROVED FOR FILING

REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.4 Limitations on Liability (cont'd.)

D) (cont'd.)

6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Section 2.1.4, preceding.

7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.

8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

9) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;

10) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff.

11) Any act or omission in connection with the provision of 911, E911, or similar services;

12) Any noncompletion of calls due to network busy conditions;

13) Any calls not actually attempted to be completed during any period that service is unavailable.

E) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.4 Limitations on Liability (cont'd.)

F) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

G) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.

H) Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within one hundred and twenty (120) days after the date of the occurrence that gave rise to the claim.

I) 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.

J) The above tariff language (and any and all language which appears in this tariff addressing liability of MCImetro ACCESS TRANSMISSION SERVICES, LLC, or its Customers) does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and any direct, indirect, consequential or other applicable damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer 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.

2.1.6 Provision of Equipment and Facilities

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

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

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

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

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

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

REGULATIONS

2.1 Undertaking of the Company (cont'd.)

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.

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.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.10 Universal Emergency Telephone Number Service

A) This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.

B) 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.

C) The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

D) After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

E) The Company assumes no liability for any infringement, or invasion of any right of privacy or any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. The Public Safety Agency agrees, except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Company from any and all loss or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. The Public Safety Agency also agrees to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

REGULATIONS

2.2 Prohibited Uses

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

B) 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 Public Service Commission regulations, policies, orders, and decisions.

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

D) A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

E) Customers may not use service furnished under this local exchange tariff, directly or indirectly, to provide a service that constitutes exchange access and/or is subject to the application of access charges under applicable law. The Company reserves the right to: (1)request that Customer provide written certification that tit is using the service in compliance with this requirement; and/or (2) conduct a site survey of Customer premises or an audit of Customer books and records upon reasonable notice or take other reasonable measures to satisfy itself that Customer is using service in compliance with this tariff. In the event Customer is found to be using service in violation of this requirement, the Company may discontinue the provision of service without notice, any other provision of this tariff to the contrary notwithstanding. Customer shall indemnify the Company for any liability, losses, penalties or payments (including without limitation access charges and the Company's attorneys' fees) incurred due to Customer's misuse of the Company's services obtained under this tariff.

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 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 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;

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY APPROVED FOR FILING

REGULATIONS

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 conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the 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 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;

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.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

REGULATIONS

2.3 Obligations of the Customer (cont'd.)

2.3.2 Liability of the Customer

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

B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

REGULATIONS

2.4 Customer Equipment and Channels

2.4.1 General

A User 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. A 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 User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User 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.

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 Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

B) Communications 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 which 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 User-provided wiring shall be installed and maintained in compliance with those regulations.

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

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

REGULATIONS

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 in Section 2.4.2(B) 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.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

REGULATIONS

2.5 Payment Arrangements

2.5.1 Payments for Service

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

A) Taxes

The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges and taxes (however designated) (including without limitation sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of Network Services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision.

2.5.2 Billing and Collection of Charges

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

A) Non-recurring charges are due and payable within 30 days after the date of the invoice.

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

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

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

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

REGULATIONS

2.5 Payment Arrangements (cont'd.)

2.5.2 Billing and Collection of Charges (cont'd.)

E) If any portion of the payment is received by the Company after the date due or 20 days after the mailing date, whichever is later, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:

1) a rate of 1.5 percent per month; or

2) the highest interest rate which may be applied under state law for commercial transactions.

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

G) If service is disconnected by the Company in accordance with Section 2.5.4 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

2.5.3 Billing Disputes

A) General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 120 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

B) Late Payment Charge

1) The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount under Section 2.5.2(E), preceding.

2) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.

3) In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

REGULATIONS

2.5 Payment Arrangements (cont'd.)

2.5.3 Billing Disputes (cont'd.)

C) Adjustments or Refunds to the Customer

1) In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.

2) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.

3) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.

4) All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

D) Unresolved Billing Disputes

1) In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to 120 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to request the Company to provide an in-depth review of the disputed amount.

2) If after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Arizona Corporation Commission
1200 West Washington, Suite 108
Phoenix, Arizona 85007

REGULATIONS

2.5 Payment Arrangements (cont'd.)

2.5.4 Discontinuance of Service for Cause

A) Upon nonpayment of any amounts owing to the Company for 2 consecutive billing cycles, the Company may, by giving 5 business days prior written notice to the Customer, discontinue or suspend service without incurring any liability.

B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 5 business 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.

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 may without notice suspend or discontinue service. The Customer will be liable for all related costs as set forth in Section 2.8 of this tariff. The Customer will also be responsible for payment of any reconnection charges.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

REGULATIONS

2.5 Payment Arrangements (cont'd.)

2.5.4 Discontinuance of Service for Cause (cont'd.)

G) Upon the Company's discontinuance of service to the Customer under Section 2.5.4(A) or 2.5.4(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at a rate determined by the Arizona Public Service Commission).

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

I) The Company, by written notice to the Customer, may discontinue service to a Company Calling Card authorization code if that code has not been used for a period of 120 days.

J) If a customer of Toll Free Service is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend service temporarily, and/or deny requests for additional service or if necessary, discontinue service. In case of disconnection, the customer will be notified in writing in advance of the disconnect.

2.5.5 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY APPROVED FOR FILING

REGULATIONS

2.5 Payment Arrangements (cont'd.)

2.5.6 Cancellation of Application for Service

A) Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits 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 the Company incurred, 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 begun (all discounted to present value at a rate determined by the Arizona Public Service Commission).

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, 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 Sections 2.5.6(A) through 2.5.6(C) will be calculated and applied on a case-by-case basis.

2.5.7 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.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

REGULATIONS

2.6 Allowances for Interruptions in Service

2.6.1 General

A) A credit allowance will be given when service is interrupted, except as specified in Section 2.6.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.

B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

2.6.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

A) Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;

B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;

C) Due to circumstances or causes beyond the control of the Company;

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

E) During any period in which the Customer continues to use the service on an impaired basis;

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

G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and

H) That was not reported to the Company within thirty (30) days of the date that service was affected.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

REGULATIONS

2.6 Allowances for Interruptions in Service (cont'd.)

2.6.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.6.4 Application of Credits for Interruptions in Service

A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rate 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.

B) For calculating credit allowances, every month is considered to have thirty (30) days.

C) A credit allowance will be given for interruptions in service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

REGULATIONS

2.6 Allowances for Interruptions in Service (cont'd.)

2.6.4 Application of Credits for Interruptions in Service (cont'd.)

D) Interruptions of 24 Hours or Less

Length of Interruption	Interruption Period To Be Credited
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E) Continuous 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 three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

F) Interruptions Over 72 Hours.
Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one month period.

2.6.5 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 equalling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

REGULATIONS

2.7 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1), Customer agrees to pay to Company termination liability charges, which are 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.

2.7.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

A) all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;

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

C) all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at a rate determined by the Arizona Public Service Commission;

D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

REGULATIONS

2.8 Customer Liability for Unauthorized Use of the Network

2.8.1 Unauthorized Use of the Network

A) Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.

B) The following activities constitute fraudulent use:

1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service:

2) Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;

3) Toll Free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and

4) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

C) Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

REGULATIONS

2.8 Customer Liability for Unauthorized Use of the Network (cont'd.)

2.8.2 Liability for Unauthorized Use

A) Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.

B) The Customer is responsible for payment of all outbound call charges arising from the calls placed to a Customer's Toll Free Service number, whether or not calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.

C) The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.

D) The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

2.8.3 Liability for Calling Card Fraud

A) The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Company Calling Card, provided that the unauthorized use occurs before the Company has been notified.

B) The Customer must give the Company notice that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives a written confirmation that unauthorized use of a Company Calling Card has occurred or may offer as a result of loss, theft or other reasons.

C) The Company may, but is not required to, advise the customer of abnormal calling patterns or other possible unauthorized use of Company Calling Cards assigned to the customer. In addition, the Company may, but is not required to block calls on Company Calling Card authorization codes which the Company believes to be unauthorized or fraudulent.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

REGULATIONS

2.8 Customer Liability for Unauthorized Use of the Network (cont'd.)

2.8.4 Liability for Credit Card Fraud

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

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

B) The liability of the Customer for unauthorized use of the Network by Credit Card fraud will not exceed the lesser of $50 or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

C) The Customer must give the Company written notice that unauthorized use of a Credit Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives a written confirmation that unauthorized use of a Credit Card has occurred or may occur as a result of loss, theft or other reasons.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

REGULATIONS

2.9 Use of Customer's Service by Others

2.9.1 Resale and Sharing

Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or Arizona Public Service Commission regulations governing such resale or sharing. 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.

2.9.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

REGULATIONS

2.10 Transfers and Assignments

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 (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

2.11 Notices and Communications

A) 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 Customer may also designate a separate address to which the Company's bills for service shall be mailed.

B) 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.

C) 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.

D) 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.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

REGULATIONS

2.12 Operator Service Requirements

A) Company provided intrastate operator assisted communications services will observe the following requirements:

1) identify itself at the time the end-user accesses its services;

2) upon request, quote all rates and charges for its services to the end-user accessing its system;

3) arrange to have posted in plain view at each telephone location which automatically accesses the Company's operator service network and where its services are made available to the public or transient end-users:

(a) the Company's operator service name and address;

(b) bill and service dispute calling information including the operator service provider's dispute resolution phone number;

(c) clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and

(d) notice concerning any and all amounts to be billed by the Company=s operator services on behalf of any host location or third party which will appear on the operator service provider's bill for services rendered.

4) in instances when the Company is unable to complete the call and it requires transfer to another telephone corporation which may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred; and

5) in the case of such transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfer's effect on the applicable rates and charges, before any charges are incurred.

B) The Company will comply with the following provisions:

1) Providers of intrastate operator assisted communications services shall not take any action or enter into any arrangement which restricts end-user selection among competing interexchange telephone corporations or end users access to competing providers of intrastate operator assisted communications services, or pay any commissions or other compensation to any entity engaged in such action or arrangement.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

REGULATIONS

2.13 DISPATCH CHARGES

.01 No Fault Found Dispatch Charge

This charge applies to small or large business customers who subscribe to business market offerings. The Business customer is responsible for the payment of a No Fault Found Dispatch Charge when:

requested by the Customer, maintenance personnel visit the Customer's premises, and

as a result of the visit, the proper functioning of the Company service is confirmed (i.e., the cause of the trouble condition was other than a malfunction of a Company service or of Company maintained equipment). This can include, but not be limited to, customer requested dispatches

Where the root cause of a trouble is proven to be within the scope of the customer's or customer's vendor-owned equipment not maintained by the Company.

Where the root cause of a trouble has been proven to be within the scope of the customers or customer's vendor-owned inside wiring.

In which the root cause of a trouble has been proven to be off the Company's network and is not within any Company contract supported area and proves to be within the scope of the customer's or customer's vendor-owned network.

The Maximum charges are non-recurring, and are charged per visit as follows:

Normal Working Hours :	$530 per visit
Outside of Normal Working Hours :	$800 per visit

Normal Working Hours are defined as Monday to Friday, 7am to 7pm in the time zone of the customer's location of the dispatch. If a visit begins and/or ends outside this period, it is considered Outside of Normal Working Hours. Any dispatch that begins or ends from 12:01 am to 12:00 am the following day the time zone of the Customer's Premises on the holiday's listed herein, will also be considered "Outside of Normal Working Hours". New Years's Day, Martin Luther King Jr. Day, Presidents's Day, Memorial Day, Independence Day; Labor Day. Thanksgiving Day, Day after Thanksgiving, and Christmas.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

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

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 which 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.

3.3 Rates Based Upon Distance

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

A) Distance between two points is measured as distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic coordinates, as referenced in Bellcore's Local Exchange Routing Guide (LERG), associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated Toll Free or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

APPLICATION OF RATES

3.3 Rates Based Upon Distance (cont'd.)

B) The airline distance between any two Rate Centers is determined as follows:

1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Balker document.

2) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.

3) Square each difference obtained in step (2) above.

4) Add the square of the "V" difference and the square of the "H" difference obtained in step (c) above.

5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

Formula:

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY APPROVED FOR FILING

SERVICE AREAS

This section is reserved for future use.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

EXCHANGE ACCESS SERVICE

This section is reserved for future use.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

EXCHANGE ACCESS OPTIONAL FEATURES

This section is reserved for future use.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

RESOLD LOCAL EXCHANGE SERVICE

7.1 Description

Resold Local Exchange Service is composed of the resale of exchange access lines and local calling provided by other certificated Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate/international services.

Resold features associated with resold local exchange service will be priced accordingly to the rates established for such features in the underlying carrier's effective intrastate tariffs.

7.2 Single Line Service

Single Line Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Single Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Single Line may be configured into a hunt group with other Company-provided Single Lines. Each Single Line is provided with any of the optional features as listed in Section 7.5.A.

	Monthly Recurring	Non-Recurring
Per Line		
Individual Business Line	$16.56	$56.00
Dial Tone Line	$14.58	$56.00

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY APPROVED FOR FILING

RESOLD LOCAL EXCHANGE SERVICE

7.3 Basic Trunk Service

Basic Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network.

	Monthly Recurring	Non-Recurring
Per Trunk	$36.29	$56.00

RESOLD LOCAL EXCHANGE SERVICE

7.4 DID Trunk Service

DID Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to receive incoming calls one call at a time. DID Trunk Service transmits the dialed digits for all incoming calls allowing the customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID Trunk Services include Basic Trunk Service rates (non-recurring and monthly recurring) as set forth in Section 7.3 in addition to the DID Trunk Termination rates. Optional DID Features are as set forth in Section 7.5.

	Monthly Recurring	Non-Recurring
Per Trunk*	$73.34	$66.00
DID Trunk Termination		
Per Inward Only Trunk	$38.00	$50.00
Per Combination Trunk w/Call Transfer	$31.35	$50.00
Per Two-Way Trunk	$38.00	$50.00
Rerouting of DID Station Numbers	------	$20.00
Change No. of Digits Outpulsed to PBX, Per Change	------	$50.00
Change Signaling, DTMF to Dial Pulse/ Dial Pulse to DTMF, Per Change	------	$50.00

* (2 way, 4 wire w/E&M Signaling, DID and Hunting)

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

RESOLD LOCAL EXCHANGE SERVICE

7.5 Optional Features

The following is a list of optional features for use with Resold Local Exchange Services.

A) Line Options

	Monthly Recurring	Non-Recurring
A La Carte Features:		
Abbreviated Access - 1 Digit:		
Each shared speed list	$19.00	$13.00
Per line arranged	$ 0.48	$13.00
Abbreviated Access - 2 Digits:		
Each shared speed list	$28.50	$13.00
Per line arranged	$ 0.48	$13.00
Call Forwarding:		
Busy Line-Expanded	$ 4.75	$13.00
Busy Line-External	$ 2.85	$13.00
Busy Line-Overflow	$ 7.60	$13.00
Busy Line-Programmable	$ 7.60	$13.00
Busy Line-Don't Answer-Expanded	$ 6.65	$13.00
Busy Line-External-Don't Answer	$ 5.23	$13.00
Busy Line-Overflow-Don't Answer	$10.93	$13.00
Don't Answer	$ 3.80	$13.00
Don't Answer-Expanded	$ 3.80	$13.00
Don't Answer-Programmable	$ 4.28	$13.00
Variable	$ 4.56	$13.00
Variable-No Call Completion	$ 0.00	$13.00
Caller ID:		
Name & Number	$ 7.55	$13.00
Number	$ 7.13	$13.00
Call Rejection	$ 4.28	$13.00
Call Transfer	$ 5.70	$13.00
Call Waiting	$ 7.13	$13.00
Call Waiting Deluxe	$ 7.13	$13.00
Continuous Redial	$ 3.33	$13.00
Dial Call Waiting	$ 2.04	$13.00
Directed Call Pick-Up	$ 0.95	$13.00
Directed Call Pick-Up w/Barge-In	$ 0.95	$13.00
Distinctive Alert	$ 0.95	$13.00
Do Not Disturb	$ 4.28	$13.00
Hot Line	$ 1.90	$13.00
Last Call Return	$ 2.85	$13.00
Priority Call	$ 3.33	$13.00
Selective Call Forwarding	$ 3.33	$13.00
Speed Calling		
8 Number	$ 2.85	$13.00
30 Number	$ 4.28	$13.00
Three Way Calling	$ 3.80	$13.00
Warmline	$ 2.38	$11.00

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY APPROVED FOR FILING

RESOLD LOCAL EXCHANGE SERVICE

7.5 Optional Features (cont'd.)

A) Line Options (cont'd.)

	Monthly Recurring	Non-Recurring
Per Occurence Features:		
Call Trace	$ 0.00	$ 1.50
Usage Basis:		
Continuous Redial	$ 0.00	$ 0.75
Last Call Return	$ 0.00	$ 0.75
Feature Packages:		
Call Waiting, Call Forwarding Variable on the same line	$10.36	$13.00
Call Waiting, Three-Way Calling on the same line	$ 9.03	$13.00
Speed Calling, 8 Number & 30 Number capacity on the same line	$ 5.70	$13.00
Call Waiting, Speed Calling 8 Number capacity on the same line	$ 8.08	$13.00
Call Waiting, Speed Calling 30 Number capacity on the same line	$ 9.03	$13.00
Call Waiting, Speed Calling 8 Number red-30 Number capacity on the same line	$11.40	$13.00
Call Waiting, Call Forwaring-Variable, Three-Way Calling on the same line	$12.35	$13.00
Call Waiting, Call Forwaring-Variable, Speed Calling, 8 No. Capacity on the same line	$12.83	$13.00
Call Waiting, Call Forwaring-Variable, Speed Calling, 8 No. & 30 No. Capacity on the same line	$15.20	$13.00
Call Waiting, Three-Way Calling, Speed Calling, 8 Number Capacity on the same line	$10.93	$13.00
Call Waiting, Three-Way Calling, Speed Calling, 30 Number Capacity on the same line	$11.40	$13.00
Call Waiting, Three-Way Calling, Speed Calling, 8 & 30 Number Capacity on the same line	$14.25	$13.00

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

RESOLD LOCAL EXCHANGE SERVICE

7.5 Optional Features (cont'd.)

A) Line Options (cont'd.)

	Monthly Recurring	Non-Recurring
Feature Packages (cont'd.)		
Call Waiting, Call Forwarding Variable, Three-Way Calling, Speed Calling, 8 Number Capacity on the same line	$14.73	$13.00
Call Waiting, Call Forwarding Variable, Three-Way Calling, Speed Calling, 30 Number Capacity on the same line	$16.15	$13.00
Call Waiting, Call Forwarding Variable, Three-Way Calling, Speed Calling, 8 & 30 Number Capacity on the same line	$18.05	$13.00
Call Forwarding Variable, Three-Way Calling on the same line	$7.13	$13.00
Call Forwarding Variable, Spee Calling, 8 Number Capacity on the same line	$ 6.18	$13.00
Call Forwarding Variable, Speed Calling, 30 Number Capacity on the same line	$ 7.13	$13.00
Call Forwarding Variable, Speed Calling 8 & 30 Number Capacity on the same line	$ 9.50	$13.00
Call Forwarding Variable, Three-Way Calling, Speed Calling, 8 Number Capacity on the same line	$10.07	$13.00
Call Forwarding Variable, Three-Way Calling, Speed Calling, 30 Number Capacity on the same line	$10.45	$13.00
Call Forwarding Variable, Three-Way Calling, Speed Calling, 8 & 30 Number Capacity on the same line	$12.35	$13.00
Three-Way Calling, Speed Calling, 8 Number Capacity on the same line	$ 5.23	$13.00
Three-Way Calling, Speed Calling, 30 Number Capacity on the same line	$ 6.65	$13.00
Three-Way Calling, Speed Calling, 8 & 30 Number Capacity on the same line	$ 8.55	$13.00

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

RESOLD LOCAL EXCHANGE SERVICE

7.5 Optional Features (cont'd.)

B) DID Services

	Monthly Recurring	Non-Recurring
DID Trunk Queuing		
Per DID Station Number	$ 0.24	$ 2.50
Per Queue Group	----	$175.00
Per Queue Slot in Queue Group	$14.25	$100.00
DID Call Transfer - per trunk	$12.35	-----
Expanded Answer Common Equipment		
Plus 2 CCSPs	$18.05	$145.00
Per Station Number	----	$ 2.00
Permanent Block Compromise		
Per Sequential Number Block	----	$450.00
Temporary Block Compromise		
Per Sequential Number Block	----	$ 50.00

C) Miscellaneous Charges

PBX Trunk Network Access Register		
Two-Way Trunk	$36.29	$56.00
One-Way Incoming Trunk	$36.29	$56.00
One-Way Outgoing Trunk	$36.29	$56.00
Basic Hunting	$ 7.60	$13.00
Circular Hunting - Per Group	$ 2.85	$13.00
Preferential Hunting - Per Line	$ 0.95	$13.00

D) Direct Inward Dial (DID) Service

DID service is an optional feature which can be purchased in conjunction with Company-provided DID Trunks or Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID number blocks apply in addition to charges specified for DID Trunks or Digital Trunks in Sections 7.3 and 7.4, respectively.

	Monthly Recurring	Non-Recurring
Block of 20 DID Numbers	$ 2.85	$20.00
Nonsequential DID Numbers (Per Number)	$ 0.14	$ 1.00

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY APPROVED FOR FILING

RESOLD LOCAL EXCHANGE SERVICE

7.5 Optional Features (cont'd.)

E) Directory Listings

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area for a single, non-recurring charge. At a Customer's option, the Company will arrange for additional listings at the following rates:

	Monthly Recurring	Non-Recurring
Initial Basic Business Listing	$ 0.00	$ 0.00
Each Additional Basic Business Listing	$ 2.85	$ 22.00
White Page Alpha Listing	$ 2.85	$ 22.00
Customer Number Service, Per Number	$ 9.50	$250.00

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

RESOLD LOCAL EXCHANGE SERVICE

7.6 Miscellaneous Services

7.6.1 Operator Services

Operator Handled Calling Services are provided to Customers and Users of Resold Local Exchange Services. Calls may be placed on an Operator Assisted basis. For Directory Assistance calls, the surcharge specified in 7.6.2 will apply in addition to any operator charges.

	Non-Recurring
Operator Intercept Services	
Split Referral - 1 Month, Per Line	$ 50.00
Split Referral - 3 Month, Per Line	$125.00
Split Referral - 6 Month, Per Line	$245.00
Split Referral - 9 Month, Per Line	$365.00
Split Referral - 12 Month, Per Line	$490.00

7.6.2 Directory Assistance

Customers and Users of the Company's Resold Local Exchange Service may obtain directory assistance in determining telephone numbers within Arizona by calling the Directory Assistance operator. Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

Per Number Requested: $0.47

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

- the Customer experiences poor transmission or is cut-off during the call,
- the Customer is given an incorrect telephone number, or
- the Customer inadvertently misdials an incorrect Directory Assistance NPA.

To receive a credit, the customer must notify the Company operator or Business Office of the problem experienced.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

RESOLD LOCAL EXCHANGE SERVICE

7.7 Local Calling Service

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 of the exchanges defined in Section 7.8. The rates set forth in this section apply to all direct dialed local calls.

A) Unlimited Local Calling Service

Unlimited Local Calling Service provides Customers with unlimited and untimed local calling for a monthly recurring charge. Unlimited local call service includes all outgouing direct-dialed calls placed to telephone stations within the caller's exchange area as defined in Section 7.8. The monthly recurring charge is included in the monthly recurring line/trunk charges (see Section 7.2 - 7.4 for monthly recurring line charges).

B) IntraLATA Calling

An IntraLATA Area Call is a call which originates and terminates outside an exchange area, but within the caller's LATA and is billed per call according to the duration of the call. IntraLATA calls are not eligible for term or volume discounts. Calls are billed in six second increments, with an eighteen second call minimum.

Rates

Rate Per Minute
$0.1215

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY APPROVED FOR FILING

RESOLD LOCAL EXCHANGE SERVICE

7.8 Exachange Service Areas

Resold Local Exchange Service will be available only in US West rate centers cooresponding to the following rate centers (Exchanges in Phoenix LATA 666 and the Tucson LATA 668 as defined in US West Tariff Exchange and Network Services Tariff, Exchange Areas, Section 5.1.1). Calling plans for these rates centers include local and Extended Area Service Cities.

A) Rate Centers

Phoenix, Benson, Cameron, Casa Grande, Coronado, Cottonwood, Flagstaff, Sierravista, Green Valley, Munds Park, Nogales, Page, Payson, Prescott, Robles, Safford, San Carlos, San Manuel, Sedona, Tucson, Vail, Whitlow, Winslow and Yuma.

B) Local Calling Plan

Calling From:	Local caling area includes numbers in:
Agua Fria	Agua Fria, Black Canyon, Buckeye, Cave Creek, Circle City, Deer Valley, Fort McDowell, Higley, New River, Paradise Valley, Phoenix Metropolitan Exchange, and Superstition
Cameron	Cameron, Ash Fork Flagstaff, Munds Park, and Williams
Casa Grande	Casa Grande, Coolidge, Eloy, Florence, and Maricopa
Coronada	Coronado, Green Valley, Marana, Robles, Tubac, Tucson, and Vail
Cottonwood	Cottonwood, Camp Verde and Sedona
Deer Valley	Deer Valley, Agua Fria, Black Canyon, Buckeye, Cave Creek, Circle City, Fort McDowell, Higley, New River, Paradise Valley, Phoenix Metropolitan Exchange and Superstition
Flagstaff	Flagstaff, Ash Fork, Cameron, Munds Park and Williams
Fort McDowell	Fort McDowell, Agua Fria, Black Canyon, Buckeye, Cave Creek, Circle City,Deer Valley, Higley, New River, Paradise Valley, Phoenix Metropolitan Exchange and Superstition
Green Valley	Green Valley, Coronado, Marana, Robles, Tubac, Tucson, and Vail
Higley	Higley, Agua Fria, Black Canyon, Buckeye, Cave Creek, Circle City, Deer Valley, Fort McDowell, New River, Paradise Valley, Phoenix Metropolitan Exchange and Superstition
Munds Park	Munds Park, Ash Fork, Cameron, Flagstaff and Williams
Nogales	Nogales and Patagonia
Paradise Valley	Paradise Valley, Agua Fria, Black Canyon, Buckeye, Cave Creek, Circle City, DeerValley, Fort McDowell, Higley, New River, Phoenix Metropolitan Exchange, and Superstition

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

RESOLD LOCAL EXCHANGE SERVICE

Phoenix Metro	Phoenix Metropolitan Exchange, Agua Fria, Black Canyon, Buckeye, Cave Creek, Circle City, Deer Valley, Fort McDowell, Higley, New River, Paradise Valley, and Superstition
Prescott	Prescott, Chino Valley, and Humboldt
Robles	Robles, Coronado, Green Valley, Marana, Tubac, Tucson, and Vail
Saffford	Safford and Pima
San Carlos	San Carlos, Globe and Miami
Sedona	Sedona, Camp Verde, and Cottonwood
Sierra Vista	Sierra Vista, Bisbee, Douglas, Tombstone, and Elfrida
Tucson	Tucson, Coronado, Green Valley, Marana, Robles, Tubac and Vail
Vail	Vail, Coronado, Green Valley, Marana, Robles, and Tubac, and Tucson
Winslow	Winslow and Joseph City
Yuma	Yuma and Welton

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

LOCAL CALLING SERVICE

This section is reserved for future use.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

MISCELLANEOUS SERVICES

9.1 Metro Frame Relay Service

9.1.1 Description

Metro Frame Relay is a virtual private data network service which allows Customers to simulate a dedicated high speed data network and enables connection of two business sites within the same LATA where suitable facilities are available. Metro Frame Relay is offered at one rate which is the transmission rate (in Kbps or Mbps) and is not usage or distance sensitive. Metro Frame Relay Service is offered in conjunction with the Company's interstate Frame Relay Service as filed with the FCC under Tariff No. 9.

A) Customers subscribing to Metro Frame Relay Service may order Service for Service Commitment Periods of one, two, three, four or five years and will receive a discount for the term of the Service Commitment Period and volume discount based upon the aggregate dollar volume of Base Rate Charges to Customer.

B) The term "Minimum Monthly" as it appears in the discount tables set forth in this Section, shall mean the aggregate of all Base Rate charges for each Frame Relay Service, Metro Frame Relay Service and domestic Frame Relay Service combined, (regardless of whether such Base Rate Charges are themselves subject to any discount limitation) which in total amount to, but do not include,
the amount stated at each level of the relevant discount schedule (e.g. $100 T
- $2499, $2500 - $4999, etc.).

C) Other charges which may be applicable are Nonrecurring Charges, Ancillary charges, Local Access charges and Taxes.

9.1.2 Definitions Applicable to Frame Relay Service

AMI
Alternate Mark Inversion.

ASR
Access Service Request. An order placed with a Local Access Provider for Local Access.

B8ZS
Bipolar with eight zero substitution.

Bandwidth
The total frequency band, in hertz, allocated for a channel.

Base Rate Charges
The non-discounted monthly recurring Network Port base rate charge plus the non-discounted monthly recurring CIR base rate charge.

Committed Information Rate (CIR)
Refers to the maximum guaranteed transmission speed of a user over a link to the Frame Relay Network.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

MISCELLANEOUS SERVICES

9.1 Metro Frame Relay Service (cont'd)

9.1.2 Definitions Applicable to Frame Relay Service (cont'd)

DDS Service
DDS means Digital Data Service which is an all digital dedicated Interexchange Service where the IXC is designed for full-duplex data transmission at a synchronous speed of 56/64 Kbps with accompanying DDS 56/64 Kbps local access.

ESF
Extended Super Frame.

Frame Relay
ANSI ITU interface standard in which Customer translates variable length frames to the frame relay transport vendor.

Installation
The connection of a PVC or port for new, changed or an additional Service.

Kbps
Kilobits per second.

Local Access
The portion of the Service between a Customer premise and a Company designated Point-of-Presence.

Local Access Provider
An entity providing Local Access.

Mbps
Megabits per second.

Network Node (Node)
Customer physical location with an associated Port Connection and PVC.

Physical Change
The modification of an existing PVC or port at the request of the Customer.

Port Connection
Physical connection (located on a frame relay switch) into a carrier's Public Frame Relay network.

Public Frame Relay Network
Telecommunications network operated for the provision of Frame Relay Service to multiple Customers.

PVC
Permanent Virtual Circuit which provides the Customer with the electronic equivalent of a private line between two points. At the time of subscription to this form of service, a virtual circuit is established between two specific customer network addresses on the frame relay service network.

SF
Super Frame.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

MISCELLANEOUS SERVICES

9.1 Metro Frame Relay Service (cont'd)

9.1.2 Definitions Applicable to Frame Relay Service (cont'd)

Transmission Speed
Data transmission speed or rate, in bits per seconds (bps).

9.1.3 Service Components

There are two components of Metro Frame Relay: Metro PVC and Metro Port.

Metro PVC — A Metro PVC connects two customer sites located within one LATA (determined by NPA/NXX).

Metro Port — A Metro Port can support Metro (intraLATA) PVCs exclusively. All PVCs entering and exiting the Metro Port must be Metro PVCs. A Metro Port cannot support standard PVCs.

The following Port Speed options are available for Metro Ports:

56/64 Kbps	256 Kbps	512 Kbps	1.024 Mbps
128 Kbps	384 Kbps	768 Kbps	1.536 Mbps

The following CIR options are available for Metro PVCs:

16 Kbps	192 Kbps	512 Kbps	832 Kbps
32 Kbps	256 Kbps	576 Kbps	896 Kbps
48 Kbps	320 Kbps	640 Kbps	960 Kbps
56 Kbps	384 Kbps	704 Kbps	1.024 Mbps
64 Kbps	448 Kbps	768 Kbps	1.536 Mbps
128 Kbps			

9.1.4 Collocation of Customer Equipment

The Company will consider requests from Customers or prospective Customers, provided space is determined, solely by Company, to be available and uncommitted, to license the collocation of Customer equipment and occupancy of space owned or controlled by Company solely for the purpose of interconnecting such Customer equipment with Service at the Company's Points-of-Presence, subject to (A) the Company's current and forecasted physical space requirements, taking into account available space, at the Company's Points-of-Presence, (B) any applicable lease or occupancy restrictions imposed on the Company, (C) the technical and operational compatibility of the Customer's equipment with the Company equipment and Services, (D) the Company's security and revenue requirements, and (E) other terms and conditions to which the Customer contractually will commit.

9.1.5 Systems Security

Where Customers are permitted access to the Company's computer systems and data (hereinafter "Systems") for the purposes of managing and maintaining their telecommunications system, they will adhere to the following:

A) Customers may access the Company's Systems only to the extent required by and incident to the administration and management of the Customer's telecommunications system.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY APPROVED FOR FILING

MISCELLANEOUS SERVICES

9.1 Metro Frame Relay Service (cont'd)

9.1.5 Systems Security (cont'd)

B) Customers may not disclose or use information which may be learned as a consequence of access to the Company's Systems except as may be directly required to insure the proper operation of the Customer's telecommunications system. Customers must take all reasonable precautions to prevent any other person or entity who does not have a need to know from acquiring such information.

C) Customers shall not in any manner or form disclose, provide, or otherwise make available, in whole or in part, these Systems, documentation, any related material or any other confidential material except to those who have a need to know incident to the operation of the Customer's telecommunications system. These Systems remain the property of Company and may not be copied, reproduced or otherwise disseminated without the prior written permission of Company.

D) Customers shall take all reasonable precautions to maintain the confidentiality of Systems. Such precautions shall include the use of Personal Identification Numbers (PINs) and passwords selected by and known only to the Customer's individual authorized users. Telephone numbers and dial-up access numbers assigned to the Customer by Company, PINs or any aspect of access and sign-on methodology used to access these Systems shall not be posted or shared with others under any circumstances. Customers shall follow normal logoff procedures prior to leaving a terminal unattended. Customers should report any known or suspected attempt by others to unauthorized access of these Systems.

E) In the event that a security access device assigned to a Customer for dial-up access is lost, stolen, or misplaced, the Customer must notify Company immediately. Access into these Systems beyond that authorized may result in civil and/or criminal penalties.

9.1.6 Customer Provided Equipment

Customer Premises Circuit terminating equipment such as Routers, Bridges, and FRADs shall be provided by the Customer and furnished and maintained at the Customer's expense, except as expressly provided otherwise in writing and set forth in a Service Application accepted by an authorized representative of Company.

9.1.7 Technical Standards

A) Application of Technical Standards

The following Technical Standards for Metro Frame Relay Services set forth objectives for Company to follow, and are listed in accordance to telecommunications industry standards. In no circumstance shall these Technical Standards be construed as creating any warranty on the part of Company, with the exception of those warranties expressly set forth in the preceding sections of this Tariff.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY APPROVED FOR FILING

MISCELLANEOUS SERVICES

9.1 Metro Frame Relay Service (cont'd)

9.1.7 Technical Standards (cont'd)

B) Performance Specifications

ANSI T1-617 Annex D
ANSI T1-618
CCITT (ITU) Q.933 Annex A
CCITT (ITU) Q.922

9.1.8 Application of Nonrecurring and Ancillary Charges

A) Installation Charges

Charges apply when the Customer requests new or additional Service.

B) Expedite Charges

Company charges for the Expedited handling of the Service order. Company will pass along to the Customer any Local Access Provider Expedite charges associated with the Customer's request for Expedited Installation.

C) Change of Requested Service Date

A change of Requested Service Date charge applies when a change of Requested Service Date is the only requested modification to the original Service order.

1. If the first requested change of the Requested Service Date is received more than ten (10) working days prior to the Requested Service Date, there will be no charge.

2. If the Requested Service Date has been changed once already, or if the request is made within ten (10) days of the original Requested Service Date, a charge will apply.

3. An ASR charge will be assessed whenever a change of Requested Service Date is requested on Service orders including Company-ordered Local Access.

4. When the Customer requests that its Requested Service Date be extended, the new Requested Service Date must be within thirty (30) days of the previously set Requested Service Date. If the new Requested Service Date is more than thirty (30) days beyond the existing Requested Service Date or unknown, the Service order must be canceled and re-issued when a confirmed date is set. A charge for a change of Requested Service Date also applies when the Customer requests an earlier Requested Service Date that does not require an Expedite. Should an Expedite be required, the Expedite Charge supersedes the change of Requested Service Date charge.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY APPROVED FOR FILING

9.1 Metro Frame Relay Service (cont'd)

9.1.8 Application of Nonrecurring and Ancillary Charges (cont'd)

D) Change of Order Charges

1. Charges apply when a Customer requests a modification to the information contained in the original Service order prior to Customer acceptance other than a change of Requested Service Date.

2. Administrative Charges

If an ASR must be submitted to the Local Access Provider as a result of changes to Customer records such as billing address change, billing contact change, etc., then the Customer will be charged an ASR charge.

3. Local Access Service Charges

Charges apply if the change requires a change in the original ASR or if a new ASR must be submitted.

E) Order Cancellation Charges

Charges apply for Service orders canceled prior to Customer acceptance. These charges are intended to supplement any Service Cancellation charges set forth in Section II. Order cancellation charges are in addition to standard Installation charges.

F) Change of Service Charges

Charges apply to changes made after acceptance by the Customer.

1. Administrative Charges

If an ASR must be submitted to the Local Access Provider as a result of Customer-requested changes in Service, the Customer will be charged an ASR charge.

2. Re-engineering Charges

Charges apply for orders that are re-engineered due to a Customer-requested change in local Service type. Changes which require only modification of Local Access, but do not affect Metro Frame Relay Service, will only be charged for the ASR. Any Local Access Provider charges incurred because of the change will be passed on to the Customer.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

MISCELLANEOUS SERVICES

9.1 Metro Frame Relay Service (cont'd)

9.1.8 Application of Nonrecurring and Ancillary Charges (cont'd)

G) Application of Ancillary Charges

1. Collocation Charges

Collocation charges may apply when a Customer contracts with Company to utilize space in Company Point-of-Presence locations for placement of Customer owned and maintained equipment associated with Services Company provides. All pricing for collocation including floor space, power, rack space, DSX-1 or DSX-3 cross-connect panels, etc., is dependent on Customer requirements.

9.1.9 Local Access Charges

The rate information relevant to Local Access charges is available from the relevant Local Exchange Carriers.

9.1.10 Rates

Rates set forth below are Monthly Recurring, Non-recurring, Ancillary Charges and Discount Schedules applicable.

A) Monthly Recurring Charges

Port	Charge
56/64 Kbps	$66.00
128 Kbps	$150.00
256 Kbps	$204.00
384 Kbps	$246.00
512 Kbps	$288.00
768 Kbps	$324.00
1.024 Mbps	$360.00
1.536 Mbps	$396.00

CIR Charge
$6.00 per 64 Kbps

B) Non-Recurring and Ancillary Charges

1. Installation Charges

Port	Non-Recurring Charge
64 Kbps	$300.00
128 Kbps	$300.00
256 Kbps	$300.00
384 Kbps	$300.00
512 Kbps	$300.00
768 Kbps	$300.00
1.024 Mbps	$300.00
1.536 Mbps	$300.00

PVC Installation $15.00 per PVC

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

MISCELLANEOUS SERVICES

9.1 Metro Frame Relay Service (cont'd)

9.1.10 Rates (cont'd)

B) Non-Recurring and Ancillary Charges (cont'd)

2. Ancillary Charges

Expedite Charge/Port	$100.00
Cancellation Charge/Port	
Pre-Engineering	$100.00
Post-Engineering	$250.00
Date Change Charge/Port	$100.00
Administrative Order Charge	No Charge
Non-Administrative Order Charge/Port	
Pre Engineering	$100.00
Post Engineering	$250.00
U.S. DS-0 ASR	$25.00
U.S. DS-1 ASR	$50.00

C) Discount Schedule

The discount structures listed below are based solely on the Service Commitment Period selected by the Customer and stated in the Service Order.

Monthly Revenue	Annual Revenue	1 Years	2 Years	3 Years	4 Years	5 Years
$ 100	$ 1,200	1%	2%	3%	4%	5%
$ 250	$ 3,000	1%	2%	3%	4%	5%
$ 500	$ 6,000	1%	2%	3%	4%	5%
$ 1,000	$ 12,000	2%	3%	4%	5%	6%
$ 2,000	$ 24,000	5%	6%	7%	8%	9%
$ 3,000	$ 36,000	6%	7%	9%	10%	12%
$ 4,000	$ 48,000	7%	8%	10%	12%	14%
$ 5,000	$ 60,000	8%	10%	12%	14%	16%
$ 7,000	$ 84,000	9%	11%	14%	16%	18%
$10,000	$120,000	12%	14%	17%	19%	21%
$15,000	$180,000	13%	15%	18%	20%	22%
$25,000	$300,000	14%	17%	20%	23%	25%
$50,000	$600,000	16%	19%	22%	25%	27%

9.1.11 Price Protection Plan

Customers who select a Service Commitment Period for Metro Frame Relay Service of one, two, three, four, or five years are automatically enrolled in the Price Protection Plan as described below. During the Service Commitment Period, Customer shall have the option to obtain the discount schedule for such Metro Frame Relay Service which is equal to Company's then-current discount schedule under this Tariff for Metro Frame Relay Service ("Published Price") upon the following conditions of the Price Protection Plan.

Under the Price Protection Plan, if at any time during the Service Commitment Period any discount rate on the applicable discount schedule is decreased ("New Discount Schedule") for that Service the Customer will continue to be charged the discount in effect at the time the Service Commitment Period was initially selected. If any discount rate on the applicable discount schedule is increased ("New Discount Schedule"), the Customer may obtain affected Service with the New Discount Schedule by executing a new Service Order for the Service in question, subject to a Service Commitment Period which is equal to or greater than the Service Commitment Period of the original Service arrangement ("Revised Service Commitment Period").

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

MISCELLANEOUS SERVICES

9.1 Metro Frame Relay Service (cont'd)

9.1.11 Price Protection Plan (cont'd)

Any New Discount Schedule available to Customer pursuant to the foregoing provisions shall become effective with the commencement of the Revised Service Commitment Period as of a date not later than the first day of the latest calendar month/billing period occurring within the sixty (60) days next following Customer's execution and submission of the above-referenced new Service Order to Company.

9.1.12 Revenue Plan Arrangements

A) Only by written Service Application, which is accepted by an authorized representative of Company, may Customers obtain a Revenue Plan Arrangement ("Revenue Plan") for the Metro Frame Relay Service. Each Revenue Plan shall be subject to a Customer Commitment Period (defined below) of at least one, two, three, four or five years. The period between the effective date of a Revenue Plan and the expiration of the Customer Commitment Period shall be referred to as the "Term" of the Revenue Plan.

B) From and after the effective date of a Revenue Plan and subject to the provisions of this Section, Customer may submit Service Orders for Qualifying Metro Frame Relay Service subject to the discounts in effect under this Tariff at the time the Service Application for the Revenue Plan is executed by Customer and Company. Subject to other applicable provisions of this Tariff, Company will accept such Service Orders provided the Requested Service Dates therefor do not occur later than a date six (6) months prior to the expiration of the Term ("Plan Installation Period").

C) The Service Commitment Period applicable to each Qualifying Metro Frame Relay Service shall be the longer of a period equal to: (i) the period commencing with the Start of Service Date therefor and continuing until the expiration of the Term applicable to the Revenue Plan in question; or (ii) six (6) months. Upon the expiration of the Term of a Revenue Plan, all monthly recurring charges relevant to Qualifying Metro Frame Relay Service (other than Qualifying Metro Frame Relay Service that has not completed its Service Commitment Period) will revert to Company's then current Base Rates and month-to-month Service Commitment Period discount, if any, applicable to Qualifying Metro Frame Relay Service then provided. Upon the expiration of the Service Commitment Period relevant to each Port comprising Qualifying Frame Relay, such Service will be subject to termination by either Customer or Company upon not less than thirty (30) days prior written notice to the other party.

D) Each Service Application for a Revenue Plan will set forth the "Customer Commitment Period" which shall be the period over which Customer shall obtain Metro Frame Relay Service subject to Base Rate Charges at least equal to the "Minimum Monthly Commitment."

1. The lowest Minimum Monthly Commitment available for Revenue Plans is $2,500. The Minimum Monthly Commitment under a Revenue Plan will not include pro-rated charges for Metro Frame Relay Service, Local Access charges, Ancillary Service charges, Taxes or any other recurring and non-recurring charges for collocation of Customer equipment in Company POPs or other services provided to Customer by Company.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

MISCELLANEOUS SERVICES

9.1 Metro Frame Relay Service (cont'd)

9.1.12 Revenue Plan Arrangements (cont'd)

D) (cont'd)

2. The length of the Customer Commitment Period and the Minimum Monthly Commitment for both domestic WorldCom Frame Relay Service and Metro Frame Relay Service will determine the applicable discount of the Base Rates for Qualifying Metro Frame Relay Service, i.e., for purposes of determining the applicable discount of the Revenue Plan, the Customer Commitment Period equates to the Service Commitment Period in the discount schedules and the Minimum Monthly Commitment equates to the applicable Minimum Monthly level in the discount schedules.

E) Notwithstanding any provision of this Tariff to the contrary and provided Customer is not in default of its obligations pursuant to this Tariff, after a Service Order for Qualifying Metro Frame Relay Service is accepted by Company, Customer may cancel all or a portion of the Service described in the Service Order if Customer provides written notification thereof to Company thirty (30) days in advance of the effective date of cancellation. In such case, Customer shall pay to Company all charges for such Service provided through the effective date of cancellation plus a cancellation charge determined as follows:

1. Prior to Start of Service, the cancellation charge shall be an amount equal to one (1) month's Base Rate Charges (then in effect at the time of cancellation) for the Metro Frame Relay Service in question plus all non-recurring charges which would have otherwise been due (e.g., Installation charges) upon Start of Service therefor and costs, if any, reasonably incurred by Company from third parties (e.g., Local Access providers or interconnecting carriers) as a result of such cancellation.

2. Following Start of Service, the cancellation charge shall be an amount equal to six (6) times the monthly recurring Base Rate Charges (then in effect at the time of cancellation) for the Metro Frame Relay Service in question less Base Rate Charges for such Service actually provided to Customer through the effective date of cancellation (but in no event less than zero) plus costs, if any, reasonably incurred by Company from third parties (e.g., Local Access providers or interconnecting carriers) as a result of such cancellation.

F) Commencing with the first calendar month/billing period of the Customer Commitment Period and continuing for each calendar month/billing period thereafter through the expiration of the Customer Commitment Period, the Customer subscribing to the Revenue Plan will obtain Metro Frame Relay Service from Company pursuant to this Tariff and the Company interstate Tariff F.C.C. No. 9, which is subject to an aggregate of applicable Base Rate Charges ("Aggregate Base Rate Charge") equal to the Minimum Monthly Commitment. The Aggregate Base Rate Charge does not include pro-rated charges for Metro Frame Relay Service, Local Access charges, Ancillary Service charges, Taxes or any other recurring and non recurring charges for collocation of Customer equipment in Company POPs or other services provided to Customer by Company.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

MISCELLANEOUS SERVICES

9.1 Metro Frame Relay Service (cont'd)

9.1.12 Revenue Plan Arrangements (cont'd)

G) If Customer's Aggregate Base Rate Charge for any month in the Customer Commitment Period is less than the applicable Minimum Monthly Commitment, Customer shall pay Company the difference between the Aggregate Base Rate Charge for the month in question and the Minimum Monthly Commitment ("Deficiency Charge").

1. The Deficiency Charge shall be in addition to the charges for Qualifying Metro Frame Relay Service and all other Service provided pursuant to the Revenue Plan.

2. The Deficiency Charge, if any, shall be due at the same time payment is due for Customer's monthly recurring charges.

(H) In the event:

1. Customer fails to pay the Deficiency Charge on or before thirty (30) days from its Due Date and after ten (10) days written notice thereof to Customer by Company (which notice may refer generally to an unpaid balance of Customer's account); or,

2. Customer fails to pay the Deficiency Charge on or before thirty (30) days from the Due Date therefor on two (2) or more occasions within a six (6) month period; or,

3. Service is terminated or suspended pursuant to the provisions of Section II;

Company may terminate all Service provided to Customer pursuant to the Revenue Plan and make due for immediate payment a charge ("Plan Termination Charge") in an amount equal to the greater of the following:

1. If the termination becomes effective prior to completion of the first year of the Customer Commitment Period, then the charge shall be an amount equal to the balance of the then-current Minimum Monthly Commitment times the number of months (or pro rata portion thereof) remaining in the Customer Commitment Period (i.e., the period during which such commitment was to be maintained) plus scheduled adjustments to the Minimum Monthly Commitment, if any, multiplied by the number of months relevant to the periods (or pro rata portion thereof) associated with such adjusted Minimum Monthly Commitment(s) through the expiration of the first year of the Customer Commitment Period plus twenty-five percent (25%) of the balance of such monthly Minimum Monthly Commitment(s) for the remainder of the Customer Commitment Period beyond the first year; or

MISCELLANEOUS SERVICES

9.1 Metro Frame Relay Service (cont'd)

9.1.12 Revenue Plan Arrangements (cont'd)

(H) (cont'd)

2. If the termination becomes effective after completion of the first year of the Customer Commitment Period, then the charge shall be an amount equal to twenty-five percent (25%) of the balance of the then-current Minimum Monthly Commitment times the number of months (or pro rata portion thereof) remaining in the Customer Commitment Period (i.e., the period during which such commitment was to be maintained) plus scheduled adjustments to the Minimum Monthly Commitment, if any, multiplied by the number of months relevant to the periods (or pro rata portion thereof) associated with such adjusted Minimum Monthly Commitment(s) through the expiration of the Customer Commitment Period; or

3. If at the time of termination: (i) the Service Commitment Period for each Circuit comprising Qualifying Metro Frame Relay Service is six (6) months, and (ii) the Service Commitment Period of any other Circuit obtained under the Revenue Plan is Restricted, then the charge will be an amount equal to the total cancellation charges, if any, which would otherwise be applicable to the cancellation of Metro Frame Relay Service in accordance with Section II; provided, that in any case the effective date of cancellation shall be deemed to be the date of termination or any earlier date of suspension; and

Regardless of whether Clause (a), (b) or (c) is determined to be the greater amount, the Customer is also liable for any charges, expenses, fees, or penalties incurred by Company or its affiliated companies due to cancellation of Local Access plus any costs, expenses, or additional charges reasonably incurred by Company on behalf of Customer as Customer's agent.

I) In the event: (a) an individual Circuit comprising Qualifying Metro Frame Relay Service under a Revenue Plan is canceled by Customer prior to completion of the Service Commitment Period relevant to the Circuit in question; or (b) Customer fails to obtain the requisite Aggregate Base Rate Charge during the Customer Commitment Period in order to maintain the then applicable Minimum Monthly Commitment; or (c) a Revenue Plan is subject to termination under the provisions of Section (8)(c) preceding, Company's damages are difficult or impossible to ascertain, therefore, the foregoing provisions providing for individual Node cancellation liability of Customer, Deficiency Charges and/or Plan Termination Charges are intended to establish liquidated damages in the event of an early termination of individual ports subject to a Revenue Plan, a deficiency in the Minimum Monthly Commitment or termination of a Revenue Plan prior to fulfilling the Minimum Monthly Commitment for each and every month of the Customer Commitment Period and do not represent a penalty of any kind.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

MISCELLANEOUS SERVICES

9.1 Metro Frame Relay Service (cont'd)

9.1.12 Revenue Plan Arrangements (cont'd)

J) During the Customer Commitment Period, Customer shall have the option to obtain pricing for all Qualifying Metro Frame Relay Service which is equal to Company's then-current pricing, (i.e., Base Rates and discounts) under this Tariff for Qualifying Metro Frame Relay Service ("Published Price") upon the conditions of the Price Protection Plan described in Section K preceding with the following exceptions. Customer must elect to exercise such option within thirty (30) days following Company's notice of an adjustment to Company's Published Price. The Price Protection Plan will be available to Customer, provided Customer is not in default of its obligations pursuant to this Tariff and will apply to Qualifying Metro Frame Relay Service.

1. If Customer elects to exercise such option at any time following the Commencement Date and continuing for a period ending twelve (12) months preceding the expiration of the Customer Commitment Period, Customer must execute an amendment to the Revenue Plan agreement within thirty (30) days of the receipt of Company's notification of a Published Price adjustment. The amendment to the Revenue Plan agreement will set forth the then-current Published Price for all Qualifying Metro Frame Relay Service. The adjustment, if any, of the monthly recurring charges for Qualifying Metro Frame Relay Service will have an effective date not later than the first day of the latest calendar month/billing period occurring within the sixty (60) days next following Customer's execution and delivery of such amendment to Company.

2. If Customer elects to exercise such option at any time within a period of twelve (12) months preceding the expiration of the Customer Commitment Period, Customer must execute a superseding Revenue Plan agreement within thirty (30) days of the receipt of Company's notification of a Published Price adjustment. The superseding Revenue Plan agreement will set forth (a) the then-applicable Published Price for all Qualifying Metro Frame Relay Service, (b) a Minimum Monthly Commitment equal to or greater than the then current Minimum Monthly Commitment, and (c) a revised Customer Commitment Period of at least one (1) year. The new Revenue Plan will have an effective date not later than the first day of the calendar month/billing period occurring within the sixty (60) days next following Customer's execution and delivery of the new Revenue Plan agreement to Company.

3. In the event a reduction (and only such reduction) in applicable charges pursuant to this Section causes the Aggregate Base Rate Charges to fall below the Minimum Monthly Commitment of the Revenue Plan then in effect, Customer may obtain a revision to the Minimum Monthly Commitment equal to the new level of Aggregate Base Rate Charges after applying the relevant Published Price to Qualifying Metro Frame Relay Service, provided, however, the applicable discounts shall also be adjusted to the corresponding Minimum Monthly level set forth in the discount schedules.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

MISCELLANEOUS SERVICES

9.1 Metro Frame Relay Service (cont'd)

9.1.12 Revenue Plan Arrangements (cont'd)

K) Notwithstanding any provisions of this Tariff to the contrary and provided Customer is not in default of its obligations pursuant to this Tariff, Customer may cancel and upgrade Qualifying Metro Frame Relay Service, to higher speed Qualifying Metro Frame Relay Service ("Replacement Metro Frame Relay Service"), without being subject to any cancellation charge relevant to Company's Metro Frame Relay Service pursuant to this Tariff under the following conditions:

1. Customer provides Company with a minimum forty-five (45) calendar days notice prior to the effective date of such cancellation and concurrently therewith submits a Service Order for Replacement Metro Frame Relay Service having a Requested Service Date therefor concurrent with the effective date of such cancellation;

2. The Replacement Metro Frame Relay Service is available; and,

3. The cities served by the Metro Frame Relay Service affected by the upgrade continue to be served by the Replacement Metro Frame Relay Service.

4. Customer will be liable for costs, if any, reasonably incurred by Company from third parties (e.g., Local Access providers or interconnecting carriers) as a result of such cancellation, provided Company notifies Customer of such costs within a reasonable time following receipt of Customer's Service Order to effect a cancellation under this Section and obtain Replacement Metro Frame Relay Service and Customer does not cancel the Service Order in question.

9.1.13 Warranties

A) Frame Relay Service Satisfaction Warranty

New Customers or Customers desiring subscription to frame relay service which had not previously been available under this Tariff will obtain Company's Frame Relay Service Satisfaction Warranty (the "SSW") subject to the requirements described below.

1. The Term for the Metro Frame Relay Service must be at least one (1) year.

2. A detailed description of Customer's prior network configuration for service which is converted to Metro Frame Relay Service (the "Prior Network Configuration") must be attached to the SSW. The description of the Prior Network Configuration shall include (for each circuit or connection): (i) the IXC speed (in the case of Private Line) or port speed (in the case of frame relay); (ii) the intraLATA port speed; (iii) the local access speed at each relevant Customer premise; (iv) the location address for each Customer premise; and, (v) the name of the carrier which provided services to Customer under the Prior Network Configuration.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

MISCELLANEOUS SERVICES

9.1 Metro Frame Relay Service (cont'd)

9.1.13 Warranties (cont'd)

A) Frame Relay Service Satisfaction Warranty (cont'd)

3. Complete Orders must be signed and submitted on or before ninety (90) calendar days from the date of the SSW.

4. Orders must have a Requested Service Date occurring on or before one hundred and twenty (120) calendar days from the date of the SSW.

5. Company warrants to Customer that Customer may cancel Metro Frame Relay Service by written notice to Company at any time within the first one hundred and twenty (120) calendar days following the date of the SSW without incurring any cancellation charge or further liability whatsoever with respect to such Service after the effective date of cancellation. Customer will, however, be liable for charges for Metro Frame Relay Service provided through the date of cancellation. Metro Frame Relay Service may be canceled for any reason, however, Customer agrees to either describe the reason for cancellation or state that no reason for cancellation exists.

6. In the event Customer cancels Metro Frame Relay Service in accordance with the SSW, and Customer's Prior Network Configuration includes DS-0, DDS, FT-1 or DS-1 (or greater level) service (collectively "Private Line Service"), and/or frame relay service, Company agrees to pay Customer to revert the canceled Metro Frame Relay Service back to Customer's Prior Network Configuration (the "Switch Back") as provided below:

If Customer's Prior Network Configuration includes Private Line service provided by Company, then, for such service, Customer will not be charged any IXC installation charges or local access installation charges associated with the Switch Back.

If Customer's Prior Network Configuration includes Private Line Service provided by carrier(s) other than Company (the "Prior Carrier"), then, for such service, Company will (a) reimburse Customer the Prior Carrier's published or tariffed local access installation charges and Private Line Service installation charges directly related to the Switch Back (the "Qualified Charges") up to an amount per circuit (as described below) based on the level of Private Line Service for each relevant circuit in Customer's Prior Configuration (the "Private Line Switch Back Reimbursement"), and (b) terminate such Metro Frame Relay Service within ten (10) calendar days following notice of cancellation or within a period which is mutually agreed by Company and Customer.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

MISCELLANEOUS SERVICES

9.1 Metro Frame Relay Service (cont'd)

9.1.13 Warranties (cont'd)

A) Frame Relay Service Satisfaction Warranty (cont'd)

6. (cont'd)

LEVEL OF PRIVATE LINE SERVICE	PRIVATE LINE SWITCH BACK REIMBURSEMENT LIMIT PER CIRCUIT
DS-0	Up to $2,000 in Qualified Charges
DDS	Up to $2,500 in Qualified Charges
FT-1	Up to $4,500 in Qualified Charges
DS-1	Up to $5,000 in Qualified Charges
Greater than DS-1	Up to $7,000 in Qualified Charges

7. In the event Customer cancels Metro Frame Relay Service in accordance with the SSW, and Customer's Prior Network Configuration includes frame relay service which was provided by a Prior Carrier, Company will (a) reimburse Customer the Qualified Charges up to an amount per network node (as described below) based on the node speed for each relevant port in Customer's Prior Configuration ("Frame Relay Switch Back Reimbursement"), and (b) terminate such Metro Frame Relay Service within ten (10) calendar days following written notice of cancellation or within a period which is mutually agreed by both Company and Customer.

NETWORK PORT SPEED	FRAME RELAY SWITCH BACK REIMBURSEMENT LIMIT PER PORT
56/64 Kbps	Up to $1,500 in Qualified Charges
Greater than 56/64K but less than 1.5 Mbps	Up to $2,500 in Qualified Charges
1.5 Mbps	Up to $5,000 in Qualified Charges
Greater than 1.5 Mbps	Up to $6,000 in Qualified Charges

8. Any Private Line Switch Back Reimbursement or Frame Relay Switch Back Reimbursement due hereunder as described above shall be due and payable to Customer on or before sixty (60) calendar days from Customer's presentment to Company of a written statement of Qualified Charges and reasonable evidence of payment to the Prior Carrier (e.g., canceled check/receipt) by Customer.

9. Payment of the Private Line Switch Back Reimbursement or Frame Relay Switch Back Reimbursement shall, at Customer's option and as indicated in Customer's statement of Qualified Charges, be made by either (i) a credit against a Customer's then-current charges for services provided by Company, if any; or, (ii) a check drawn on a United States bank and payable in United States dollars.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY APPROVED FOR FILING

SPECIAL ARRANGEMENTS

10.1 Special Construction

10.1.1 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: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

10.1.2 Basis for Cost Computation

The costs referred to in 10.1.1 preceding may include one or more of the following items to the extent they are applicable:

A) cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:

1) equipment and materials provided or used,
2) engineering, labor and supervision,
3) transportation, and
4) rights of way;

B) cost of maintenance;

C) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

SPECIAL ARRANGEMENTS

10.1 Special Construction (cont'd.)

10.1.2 Basis for Computation (cont'd.)

D) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;

E) license preparation, processing and related fees;

F) tariff preparation, processing and related fees;

G) any other identifiable costs related to the facilities provided; or

H) an amount for return and contingencies.

10.1.3 Termination Liability

So 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 live of the facilities provided.

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

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

SPECIAL ARRANGEMENTS

10.1 Special Construction (cont'd.)

10.1.3 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 10.1.3(B) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 10.1.3(B) preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPR

SPECIAL ARRANGEMENTS

10.2 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 on a non-discriminatory basis.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY APPROVED FOR FILING

SPECIAL ARRANGEMENTS

10.3 Temporary Promotional Programs

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

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

11. GRANDFATHERED SERVICES-INTERMEDIA

11.1 Intermedia Facilities-Based Exchange Access Services

Intermedia will sell services for business customers provided over its own facilities (or the facilities, in whole or in part, of other telecommunications companies), including PBX, Primary Rate Interface Service (PRI), and certain optional business features.

Intermedia's Facilities-Based Exchange Access Services provide a Customer with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network. Each Exchange Access 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 9-1-1; 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.

Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the customer's premises.

1 Effective September 21, 2002, these services will not be available to new subscribers.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY APPROVED FOR FILING

11. GRANDFATHERED SERVICES-INTERMEDIA[1]

11.1 Intermedia Facilities-Based Exchange Access Services

11.1.1 IntermediaOne Trunk Side T1 Private Branch Exchange Service

PBX trunks are used to connect a PBX to the Intermedia Switched Network. A standard configuration includes Local Central Office Trunks and one of the following dialing capabilities: Direct Inward Dialing (DID), Direct Outward Dialing (DOD) or Combination Trunks (DID and DOD = DIOD). IntermediaOne Trunk Side T1 PBX trunks are provided over a T-1 circuit which holds up to twenty-four (24) individual PBX trunks.

Pricing for IntermediaOne Trunk Side T1 PBX trunks consists of a monthly charge per trunk, with up to twenty-four (24) trunks per T-1. IntermediaOne Trunk Side T1 PBX trunks incur a non-recurring set-up charge and require a 1 year minimum contract.

Each IntermediaOne Trunk Side T1 PBX trunk includes the following features: one (1) directory number per trunk, number reservation for future growth, one (1) directory listing per trunk, and hunting. For an additional charge, the customer has private listing or additional listings options. DID numbers are available in blocks of twenty (20) for an additional charge.

Monthly Recurring (Per Channel)

	Digital		Analog	
	Min	Max	Min	Max
12 month agreement	$14.07	$56.26	$18.23	$72.92
24 month agreement	$12.66	$50.62	$16.41	$65.62
36 month agreement	$11.96	$47.82	$15.50	$61.98

Non-Recurring (per T-1)

	Digital		Analog	
	Min	Max	Min	Max
12 month agreement	$250	$1000	$250	$1000
24 month agreement	$125	$ 500	$125	$ 500
36 month agreement	$ 0	$ 0	$ 0	$ 0

[1] Effective September 21, 2002, these services will not be available to new subscribers.

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY APPROVED FOR FILING

11. GRANDFATHERED SERVICES-INTERMEDIA

11.1 Intermedia Facilities-Based Exchange Access Services

11.1.2 IntermediaOne Trunk Side T1 Primary Rate Interface - Basic

IntermediaOne Trunk Side T1 Primary Rate Interface (PRI) - Basic Service is an ISDN-based end-to-end digital circuit that provides 23 64Kbps B and 1 64Kbps D channel over a T1 at a transmission speed of 1.544Mbps.

Customers purchase PRI in a 23B+D channel configuration for a fixed monthly fee. A minutes of use charge may be applicable. Additional costs are incurred for DID numbers, additional listings, and non-published numbers. A one time set-up fee also applies. A one year contract is required and service is subject to additional charges in areas without Intermedia facilities.

For PRI applications which consist of predominantly inbound data, see Sections 11.1.3 and/or 11.7

Various non-regulated services are offered with Intermedia's PRI service. These services may involve additional charges.

	Full PRI (24 Channels)		Fractional PRI[1]	
	Min	Max	Min	Max
Monthly Recurring				
12 month agreement	$337.50	$1,350.00	$ 14.07	$ 56.26
24 month agreement	$291.75	$1,167.00	$ 12.66	$ 50.62
36 month agreement	$268.88	$1,075.50	$ 11.96	$ 47.82
Nonrecurring - Installation				
12 month agreement	$250.00	$1000.00	$250.00	$1,000.00
24 month agreement	$125.00	$ 500.00	$125.00	$ 500.00
36 month agreement	$ 0.00	$ 0.00	$ 0.00	$ 0.00

[1]*Fractional PRI Service requires a minimum of 13 channels (12b+d)*

1 Effective September 21, 2002, these services will not e available to new subscribers

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY APPROVED FOR FILING

11. GRANDFATHERED SERVICES-INTERMEDIA

11.1 Intermedia Facilities-Based Exchange Access Services

11.1.3 ISDN Primary Rate Interface (PRI) Service

ISDN Primary Rate Interface (PRI) Service is a flat-rated, local ISDN/PRI or non-ISDN T-1 connection service. PRI Service provides one-way inbound ISDN/PRI T-1 or one-way non-ISDN T-1 connections to Intermedia's switching platform. As provided by Intermedia, ISDN/PRI T-1 connections allow both analog and 56/64kbps digital inbound calls to be received by customers. Non-ISDN T-1 connections only allow analog calls to be received.

PRI is a transport technology available to customers with the capability of terminating a PRI into their Customer Premises Equipment (CPE). PRI compatible equipment may include PBX's, Hybrid KEY Systems, Automatic Call Distributors (ACD), Routers, Data/Voice Gateways and other types of equipment.

PRI Service is provided in a minimum arrangement of 23 bearer channels and one signaling channel (23B+D) when provisioned over ISDN/PRI T-1 connections or 24 DS0 channels when provisioned over non-ISDN T-1 connections.

If ISDN/PRI trunk group sizes greater than 23B+D channels are required, the PRI Service Non-Facility Associated Signaling (NFAS) arrangement must be ordered.

PRI Service is available through three types of arrangements:

- Collocated PRI -- the Customer's premises is collocated with the Company's switch.

  Collocated PRI Service is terminated on a network demarcation block, installed in a customer's collocated cabinet. The customer's collocated cabinet must be in an Intermedia switch (e.g., DMS 500) collocation space.

  Collocated PRI Service does not include any optical fiber, Digital Cross-connect System (DCS) or channel multiplexing electronics that may be additionally required by the customer to terminate this service at other than a DS1 termination interface.

- On-Net PRI -- the Customer's premises is within a building served by the Company's facilities.[1]

  On-Net PRI Service is provisioned over Intermedia optical fiber T-1 connections. These T-1 (DS1 termination interface) connections are terminated in the customer's business location in a building served by the Company's facilities.

  On-Net PRI Service does not include any optical fiber, Digital Cross-connect System (DCS) and or channel multiplexing electronics that may be additionally required by the customer to terminate this service at other than a DS1 termination interface (such as DS3 or higher).

[1] defined as Intermedia owned and managed fiber and electronics.

1 Effective September 21, 2002, these services will not e available to new subscribers

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY APPROVED FOR FILING

11. GRANDFATHERED SERVICES-INTERMEDIA

11.1 Intermedia Facilities-Based Exchange Access Services

11.1.3 ISDN Primary Rate Interface (PRI) Service (Cont'd)

- Off-Net PRI -- the Customer's premises is within Intermedia's serving area, but is not collocated with the Company's switch or within a building served by the Company's facilities[1]. Service is provided via extended T1's using Intermedia and/or ILEC facilities.

Off-Net PRI Service does not include any optical fiber, Digital Cross connect System (DCS) and or channel multiplexing electronics that may be additionally required by the customer to terminate this service at other than a DS1 termination interface (such as DS3 or higher).

[1] defined as Intermedia owned and managed fiber and electronics.

A. Optional Arrangements

1. Virtual FX PRI Service

Virtual FX PRI Service provides the capability to allow one-way inbound calls from Intermedia Local Calling Areas that are outside of the customer's home calling area, but served by the same Company switch.

The customer must subscribe to PRI Service. Virtual FX PRI Service rates apply to each group of 24 channels in the trunk group arrangement. For the purpose of rate application, all arrangements, whether 23B+D or 24B, are considered to have 24 DS0 channels.

2. PRI Network Access NFAS Arrangement

Non-Facility Associated Signaling (NFAS) is an arrangement where a single D channel controls more than the 23B channels in the basic 23B+D arrangement of an ISDN/PRI T1.

NFAS allows a single D channel to control up to 385 B channels. The additional ISDN/PRI T1's are configured without D channels in a 24 B channel arrangement.

To prevent a failure of ISDN/PRI T1's, a second D channel is assigned to one other ISDN/PRI T1. This second D channel is called the "backup" D channel and will take over if the primary ISDN/PRI T1 (23B+D) fails.

ISDN/PRI T1 D channel backup capability is included with the NFAS arrangement.

1 Effective September 21, 2002, these services will not e available to new subscribers

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

11. GRANDFATHERED SERVICES-INTERMEDIA

11.1 Intermedia Facilities-Based Exchange Access Services

11.1.3 ISDN Primary Rate Interface (PRI) Service (Cont'd)

A. Optional Arrangements (Cont.)

3. Dial Line Service

The Dial Line is a "Plain Old Telephone Service" (POTS) line without any features. The Dial Line is only provided where the customer's premises is collocated with the Company's switch.

B. Local Calling Areas

When the customer purchases PRI Service services from Intermedia, the customer must designate one of the Intermedia local calling areas as the customer's "home calling area." The Intermedia local calling areas match existing ILEC local calling areas.

When the customer is not collocated with the Company's switch, the customer's service address dictates the relevant home calling area.

When the customer collocates with a Company switch location, the customer may choose which of the local calling areas served by the Company switch will be the customer's home calling area.

The customer may only designate one local calling area as the home calling area from among the local calling areas served by the Company switch. All other local calling areas served by that switch will be considered Virtual FX calling areas with respect to the customer's designated home calling area. A Virtual FX charge applies to each PRI Service provided to the customer in a Virtual FX calling area. A Virtual FX calling area is any local calling area which, although served by the same Company switch, is not the customer's designated home calling area.

C. Rate Regulations

1. PRI Service Term
PRI Service is offered on a minimum 12-month term only. Should service be discontinued in less than 12 months after installation, termination charges shall apply. A service terminated during the first 12 months will be charged at the monthly rate multiplied by the number of months left on the 12-month term.

2. Discounts
Volume discounts are available on installation and monthly charges as provided herein. The volume level is determined by adding together the total numbers of PRI's provided to the customer by the Company.

1 Effective September 21, 2002, these services will not e available to new subscribers

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

11. GRANDFATHERED SERVICES-INTERMEDIA

11.1 Intermedia Facilities-Based Exchange Access Services

11.1.3 ISDN Primary Rate Interface (PRI) Service (Cont'd)

D. Rates

A. Collocated PRI

	Non-Recurring Charge		Monthly Recurring Charge	
	MIN	MAX	MIN	MAX
PRI's 1-10, per PRI	$150	$600	$258	$1030
PRI's 11-50, per PRI	$125	$500	$230	$ 920
PRI's >50, per PRI	$ 75	$300	$213	$ 850

B. On-Net PRI

	Non-Recurring Charge		Monthly Recurring Charge	
	MIN	MAX	MIN	MAX
PRI's 1-10, per PRI	$200	$800	$285	$1140
PRI's 11-50, per PRI	$150	$600	$245	$ 980
PRI's >50, per PRI	$100	$400	$215	$ 860

C. Off-Net PRI

	Non-Recurring Charge		Monthly Recurring Charge	
	MIN	MAX	MIN	MAX
PRI's 1-10, per PRI	$250	$1000	$400	$1600
PRI's 11-50, per PRI	$400	$800	$375	$1500
PRI's >50, per PRI	$250	$500	$360	$1440

D. Virtual FX PRI Service

	Non-Recurring Charge		Monthly Recurring Charge	
	MIN	MAX	MIN	MAX
First PRI	$150	$600	$138	$550
Additional PRI's	$18	$70	$20	$ 80

E. PRI Network Access NFAS Arrangement

	Non-Recurring Charge		Monthly Recurring Charge	
	MIN	MAX	MIN	MAX
Per Arrangement	$38	$150	$8	$30

F. Dial Line Service

	Non-Recurring Charge		Monthly Recurring Charge	
	MIN	MAX	MIN	MAX
Per Dial Line	$18	$70	$13	$50

1 Effective September 21, 2002, these services will not e available to new subscribers

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

11. GRANDFATHERED SERVICES-INTERMEDIA

11.1 Intermedia Facilities-Based Exchange Access Services

11.1.4 Direct Inward Dial (DID) Service

DID Service is an optional feature which can be purchased in conjunction with Company-provided PBX Trunk or PRI service. DID service forwards the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID number blocks apply in addition to charges specified for PBX Trunk or PRI service. The Customer is required to purchase at least one DID number block for each DID equipped trunk or trunk group, or DID-equipped channel or group. The Company reserves the right to limit the amount of DID numbers constituting a block of telephone numbers in a group. Blocks of number groups will be determined at the sole discretion of the Company's resources. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine efficient telephone number utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.

The Customer has no property rights to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such numbers, or both, assigned to the Customer, whenever the company deems it necessary to do so in the conduct of its business.

Monthly Recurring	Min	Max
Initial Block (20 DID Nos.)	$2.00	$8.00
Add'l Blocks (20 DID Nos.)	$2.00	$8.00
Non-Recurring		
Initial Block (20 DID Nos.)	$50	$200
Add'l Blocks (20 DID Nos.)	$ 8	$ 30

11.1.5 Trunk and Line Side Combination Products

The following combinations are available:

Analog DID Trunks*, Business Lines and Fax/Modem Lines.
Analog Trunks*, Business Lines and Fax/Modems Lines.
Analog DID Trunks*, Analog Trunks*, Business Lines and Fax/Modem Lines
Digital Trunks*, Business Lines and Fax/Modem Lines

*Available over a single T-1 facility

1 Effective September 21, 2002, these services will not e available to new subscribers

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

11. GRANDFATHERED SERVICES-INTERMEDIA

11.1 Intermedia Facilities-Based Exchange Access Services (Cont.)

11.1.5 Trunk and Line Side Combination Products (cont.)

Monthly Recurring (Per Channel)

Analog Trunk Combination	Min	Max
12 Month Agreement	$23.23	$92.92
24 Month Agreement	$20.91	$83.62
36 Month Agreement	$19.75	$78.98

Non-Recurring (per T-1) - All areas

	Min	Max
12 month agreement	$250	$1000
24 month agreement	$125	$ 500
36 month agreement	$ 0	$ 0

11.1.6 Virtual Foreign Exchange Service - Intermedia Facilities

	Min	Max
Virtual FX (VFX) Digital	$136 MRC	$550 MRC
Virtual FX (VFX) Digital Each Additional	$ 20 MRC	$ 80 MRC
Virtual FX (VFX) Digital Install (1st)	$ 50 NRC	$200 NRC
Virtual FX (VFX) Digital Install EA Add'l	$ 17 NRC	$70 NRC
Virtual FX (VFX) Analog	$136 MRC	$550 MRC
Virtual FX (VFX) Analog Each Additional	$ 20 MRC	$ 80 MRC
Virtual FX (VFX) Analog Install (1st)	$ 50 NRC	$200 NRC
Virtual FX (VFX) Analog Ea Add'l	$ 17 NRC	$70 NRC
Virtual FX (VFX) PRI	$136 MRC	$550 MRC
Virtual FX (VFX) PRI Each Additional	$ 20 MRC	$ 80 RC
Virtual FX (VFX) PRI Install (1st)	$ 50 NRC	$200 NRC
Virtual Fx (VFX) PRI Install Ea Add'l	$ 17 NRC	$70 NRC

1 Effective September 21, 2002, these services will not e available to new subscribers

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

11. GRANDFATHERED SERVICES-INTERMEDIA

11.2 Directory Assistance Service

The Company furnishes Directory Assistance Service whereby customers may request assistance in determining telephone numbers. Charges apply when customers request assistance in determining telephone numbers that are located within the Customer's NPA. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

For Directory Assistance calls placed via company operators, the Operator Dialed Surcharge specified herein applies in addition to the applicable Directory Assistance charge.

	Min	Max
Per Directory Assistance call beyond the call allowance:	$0.20	$0.78

11.3 Directory Listings

The Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at an additional charge. Specialized listing options are also available.

Listings are intended solely for the purpose of identifying subscribers telephone numbers, and as an aid to the use of telephone service. The listings of subscribers are arranged alphabetically and are not intended for special prominence of arrangement.

Listings must conform to the Company's specifications with respect to the directories. The Company reserves the right to reject listings when, in its sole judgement, such listings would violate the integrity of Company records and the directories, confuse individuals using the directory, or are otherwise deemed inappropriate or problematic.

Liability of the Company due to directory errors and omissions is as specified in Section 2 of this tariff.

11.4 Operator-Assisted Local Calling

Operator-Assisted Local Calls are calls placed within a Customer's local service area through an operator. Various billing arrangements are available with Intermedia's operator-assisted service, including Calling Card, Collect, Person-to-Person, and Third Party. All per call charges are in addition to any applicable local usage charges.

Per Call Surcharges:

	Automated		Live Operator	
	Min	Max	Min	Max
Person to Person	$1.25	$4.98	$1.25	$4.98
Collect	$1.00	$4.00	$1.25	$4.98
Third Party Billed	$1.00	$4.00	$1.25	$4.98
Calling Card Billed	$0.40	$1.58	$1.25	$4.98
Credit Card Billed	$0.40	$1.58	$1.25	$4.98

When more than one class of service is involved, only the higher surcharge is applicable.

1 Effective September 21, 2002, these services will not e available to new subscribers

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

11. GRANDFATHERED SERVICES-INTERMEDIA

11.5 Busy Line Verify and Line Interrupt Service

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.

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.

B. No charge will apply:

1. When the calling party advises that the call is to or from an official public emergency agency.

2. Under conditions other than those specified in 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.

	Min	Max
Busy Line Verify Service (each request)	$0.45	$1.80
Busy Line Verify and Busy Line Interrupt Service (each request)	$0.68	$2.70

1 Effective September 21, 2002, these services will not e available to new subscribers

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY APPROVED FOR FILING

11. GRANDFATHERED SERVICES-INTERMEDIA

11.6 IntermediaOne Voice Services

IntermediaOne Voice Services are offered only in conjunction with Intermedia's long distance services. IntermediaOne Voice Service arrangements consisting of fewer than eight (8) lines/trunks per customer location are not available. Business Line Package and Key Systems Package as well as individual features, identified herein are available with IntermediaOne Voice Services.

1. Business Line Service

Business Line Service is a two-wire, two-way, analog telephone service that uses loop or ground start signaling. Each line is assigned a unique directory number. This service can be used for single lines, multiple line service, key system lines, fax lines, or modem lines.

11.6.1 IntermediaOne Voice Optional Features

Feature Descriptions

Call Waiting[1]	Provides a signal to let customer know when someone is trying to reach the line the customer is currently using.
Cancel Call Waiting[1]	Allows a customer to prevent, on a per-call basis, any incoming calls from sending call-waiting signals to his/her line. Incoming calls to the line are given normal busy treatment.
Call Forwarding - Universal[1]	Provides the customer with the ability to reroute calls to any valid telephone number (except international numbers). The costs of the forwarded call are passed on to the customer only if the call is answered. A call can also be forwarded to a selected telephone number when the customer's line is busy or unanswered.
Call Forwarding - Busy[1]	When the customer's line is busy, this service automati- cally routes incoming calls to Voice Mail Service or to another number, including a long distance number.

1 Effective September 21, 2002, these services will not e available to new subscribers

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY APPROVED FOR FILING

11. GRANDFATHERED SERVICES-INTERMEDIA

11.6 IntermediaOne Voice Services (Cont.)

11.6.1 IntermediaOne Voice Optional Features (Cont.)

Feature Descriptions (Cont.)

Call Forwarding - No Answer[1]	Automatically routes an unanswered call after a specified number of rings. The customer specifies the number of rings when the service is ordered.
Call Forwarding – Remote Access	Permits the "Call Forwarding" customer to activate, change, or deactivate call forwarding service from any touch tone telephone.
Ring Again (Automatic Callback)[1 2]	Allows the customer encountering a busy signal to be notified when the called number becomes idle, and to be placed automatically in ring-again mode.
Blind Transfer Recall[1 2]	Enables the customer to transfer a call to another party without waiting for that party to answer. If the other party does not answer the transferred call within a specific time-out period, the line or trunk from which the call was transferred rings back the customer.
Call Park[1 2]	Allows the customer to park a call against his/her directory number. The parked call can be retrieved from any of the customer's lines or trunks by first requesting the Call Park Retrieve and then dialing the number of the telephone number against which the call was parked.
Call Hold[1]	Allows the customer to place one call on hold for any length of time.
Three Way Conference[1]	Gives the customer the ability to connect a third person to a conversation at any time, regardless of which party initiated the call.

[1]*Available only as part of Business Single Line Package.*
[2]*Customer Group Feature only.*

1 Effective September 21, 2002, these services will not e available to new subscribers

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

11. GRANDFATHERED SERVICES-INTERMEDIA

11.6 IntermediaOne Voice Services (Cont.)

11.6.1 IntermediaOne Voice Optional Features (Cont.)

Feature Descriptions (Cont.)

Call Transfer[1]	Enables the customer to exit a three-way call, leaving the other two parties in conversation.
Last Number Redial[1]	Enables the customer to redial his/her last called number.
Calling Name & Number Delivery	Stores and transmits the incoming name and telephone number after the first ring for display in a customer- provided display device.
Calling Number Delivery	Stores and transmits an incoming telephone number after the first ring to a customer-provided display device. (Can either be displayed on an attachment to the customer's telephone set or a Caller ID telephone.) Also stores numbers of incoming calls, with dates and times.
Calling Number Delivery Blocking[1]	Allows the customer to block transmission of the originating telephone number on any outgoing call before dialing a number.
Distinctive Ring[1] [2]	Allows the customer to assign different ring cadences for calls from within the customer group to distinguish them from those from outside the group.
Speed Calling (10[1] or 30 numbers)	Provides the ability to program most frequently called numbers for one- or two-digit dialing.

[1]*Available only as part of Business Single Line Package.*
[2]*Customer Group Feature only.*

1 Effective September 21, 2002, these services will not e available to new subscribers

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

11. GRANDFATHERED SERVICES-INTERMEDIA

11.6 IntermediaOne Voice Services (Cont.)

11.6.1 IntermediaOne Voice Optional Features (Cont.)

Feature Descriptions (Cont.)

Station Controlled Conference Call	Allows the customer to establish a conference call consisting of up to six participants without the assistance of an attendant.
Toll Denial/Restrictions	Toll-restricted lines or trunks are either denied access to long distance or are assigned toll-diversion which routes the caller to an 'attendant' position.
Directory Number Hunting[1]	Directs inward calls to the next defined trunk or line when the called number is in use.
Call Pickup[1] [2]	Allows a customer to answer incoming calls to another line or trunk within the customer's defined call pickup group.
Group Intercom[1] [2]	A feature that enables a customer to automatically dial a member of a predesignated group by using abbreviated dialing; e.g., a customer group with 100 members can dial each other by dialing a two-digit number.
Uniform Call Distribution	A system for distribution of incoming calls on a first-in, first-out basis.
Automatic Line (Hotline)	Provides an automatic connection between a calling station that goes off-hook and a predetermined location.

[1] *Available only as part of Business Single Line Package.*
[2] *Customer Group Feature only.*

1 Effective September 21, 2002, these services will not e available to new subscribers

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY APPROVED FOR FILING

11. GRANDFATHERED SERVICES-INTERMEDIA

11.6 IntermediaOne Voice Services (Cont.)

11.6.1 IntermediaOne Voice Optional Features (Cont.)

Feature Packages

A. Key Systems Package

Key Systems Package consists of the following optional features:

Call Forwarding - Universal
Call Forwarding Busy/No Answer
Directory Number Hunting
Call Transfer

B. Business Single Line Package

Business Single Line Package consists of all of the features found in Key Systems Package, plus the following features:

Call Forward Busy
Call Waiting
Three-way Conference
Last Number Re-dial
Cancel Call Waiting
Calling Number Delivery Blocking
Ring Again (Automatic Callback)**
Blind Transfer Recall**
Call Park**
Distinctive Ring
Speed Calling short (10 numbers)
Call Hold
Call Pickup**
Abbreviated Dialing (Group Intercom)**

**Customer Group Feature Only

1 Effective September 21, 2002, these services will not e available to new subscribers

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

11. GRANDFATHERED SERVICES-INTERMEDIA

11.6 IntermediaOne Voice Services (Cont.)

11.6.1 IntermediaOne Voice Optional Features (Cont.)

OPTIONAL FEATURES	MIN	MAX
Automatic Line (Hotline)	$1.00	$4.00
Call Forwarding - Universal[1]	$1.75	$7.00
Call Forwarding - No Answer[1]	$1.63	$6.50
Call Forwarding - Busy[1]	$1.63	$6.50
Call Waiting[1]	$2.50	$10.00
Call Transfer[1]	$1.25	$5.00
Three-Way Conference[1]	$1.75	$7.00
Last Number Re-Dial[1]	$1.75	$7.00
Cancel Call Waiting[1]	NC	NC
Calling Number Delivery Blocking[1]	NC	NC
Ring Again (Automatic Callback)[1 2]	$1.63	$6.50
Blind Transfer Recall[1 2]	$1.25	$5.00
Call Park[1 2]	$1.25	$5.00
Distinctive Ring[1 2]	$2.00	$8.00
Speed Call Short (10 Numbers)[1]	$1.25	$5.00
Call Hold[1]	$1.25	$5.00
Call Forward Remote Access	$1.50	$6.00
Calling Name and Number Delivery	$4.00	$16.00
Calling Number Delivery	$3.50	$14.00
Speed Call Long (30 Numbers)	$2.50	$10.00
Station Controlled Conference Call	$2.00	$8.00
Toll Denial/Restrictions (Code Restrictions) 1+	$1.63	$6.50
Block 900, 976	NC	NC
Block 1+555, 1+NPA+555	$0.50	$2.00
Block 411	$0.50	$2.00
Block 0+, 0-	$0.50	$2.00
Block International	$0.50	$2.00
Directory Number Hunting[1]	$2.50	$10.00
Call Pickup[1 2]	$1.25	$5.00
Abbreviated Dialing (Group Intercom)[1 2]	$1.63	$6.50
Abbreviated Dialing (Group Intercom) - Extended[2]	$3.88	$15.50
Uniform Call Distribution	$1.25	$5.00
ADDITIONAL CHARGES		
Business Line Installation, each	$17.50	$70.00
Additional Directory Listing	$1.00	$4.00

[1]*Available only as part of Business Single Line Package.*
[2]*Customer Group Feature only.*

1 Effective September 21, 2002, these services will not e available to new subscribers

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

11. GRANDFATHERED SERVICES-INTERMEDIA

11.6 IntermediaOne Voice Services (Cont.)

11.6.2 Rates

LINE	MONTHLY RATES MIN	MAX
Business Single Line		
12 Months	$9.21	$36.84
24 Months	$7.66	$30.62
36 Months	$7.02	$28.06
Business Single Line Package*		
12 Months	$14.50	$58.00
24 Months	$13.05	$52.20
36 Months	$12.33	$49.30
Business Single Line Fax/Modem		
12 Months	$9.21	$36.84
24 Months	$7.66	$30.62
36 Months	$7.02	$28.06
Key Systems Package*		
12 Months	$11.84	$47.36
24 Months	$10.29	$41.14
36 Months	$9.65	$38.58

**See section 11.6.1 for a complete list of features included in each package.*

1 Effective September 21, 2002, these services will not e available to new subscribers

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

11. GRANDFATHERED SERVICES-INTERMEDIA

11.7 Primary Rate Interface Service

Description

Primary Rate Interface (PRI) is an ISDN based end-to-end digital circuit that provides 23 64Kbps B and 1 64Kbps D channel over a T1 at a transmission speed of 1.544 Mbps.

Customers purchase PRI in a 23B+D channel configuration for a fixed monthly fee. Additional costs are incurred for DID numbers, additional listings, and non-published numbers. A one time set-up fee also applies. A one year contract is required and service is subject to additional charges in areas without Intermedia facilities.

PRI Service is available under two distinct pricing plans, with the appropriate plan determined by the Company based on the Customer's usage profile. The plan designated as "PRI-Data" is generally used to provide access to the internet or other services where call holding times typically exceed the average holding time for voice calls of three to five minutes. Generally these are calls (connections) made to information or information access providers where there are very long holding times or connections are made on a permanent basis. All other Customers will be priced under the plan designated as "Single T PRI-Basic," found in Section 11.1.2.

PRI-Data Services are a specific set of services which provide one way inbound call types of Data, Voice, & 3.1KC connectivity between Intermedia's DMS-500 and the Customer's premises. PRI-Data Services are provided as 23B (or greater)+D arrangements only. Outbound calling arrangements may not be available in all serving areas.

Various non-regulated services are offered with Intermedia's PRI service. These services may involve additional charges.

Rates

Monthly Recurring

PRI-Data	$500

Non-Recurring (per PRI)

12 month agreement	$500
24 month agreement	$250
36 month agreement	$125
48 month agreement	$ 0

1 Effective September 21, 2002, these services will not e available to new subscribers

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY APPROVED FOR FILING

11. GRANDFATHERED SERVICES-INTERMEDIA

11.1 Intermedia Facilities-Based Exchange Access Services

11.1.1 IntermediaOne Trunk Side T1 Private Branch Exchange Service

Monthly Recurring (Per Channel)	Digital	Analog
12 month agreement	$28.13	$36.46
24 month agreement	$25.31	$32.81
36 month agreement	$23.91	$30.99

Non-Recurring (per T-1)	Digital	Analog
12 month agreement	$500	$500
24 month agreement	$250	$250
36 month agreement	$ 0	$ 0

11.1.2 IntermediaOne Trunk Side T1 Primary Rate Interface (PRI)

	Full PRI (24 Channels)	Fractional PRI[1]
Monthly Recurring		
12 month agreement	$675.00	$28.13/channel
24 month agreement	$583.50	$25.31/channel
36 month agreement	$537.75	$23.91/channel
Nonrecurring - Installation		
12 month agreement	$500	$500
24 month agreement	$250	$250
36 month agreement	$ 0	$ 0

[1]Fractional PRI Service requires a minimum of 13 channels (12b+d)

11.1.3 ISDN Primary Rate Interface (PRI) Service

A. Collocated PRI

	Non-Recurring Charge	Monthly Recurring Charge
PRI's 1-10, per PRI	$300	$515
PRI's 11-50, per PRI	$250	$460
PRI's >50, per PRI	$150	$425

B. On-Net PRI

	Non-Recurring Charge	Monthly Recurring Charge
PRI's 1-10, per PRI	$400	$570
PRI's 11-50, per PRI	$300	$490
PRI's >50, per PRI	$200	$430

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

11. GRANDFATHERED SERVICES-INTERMEDIA

11.1 Intermedia Facilities-Based Exchange Access Services

11.1.3 ISDN Primary Rate Interface (PRI) Service (Cont.)

C. Off-Net PRI

	Non-Recurring Charge	Monthly Recurring Charge
PRI's 1-10, per PRI	$500	$800
PRI's 11-50, per PRI	$400	$750
PRI's >50, per PRI	$250	$720

D. Virtual FX PRI Service

	Non-Recurring Charge	Monthly Recurring Charge
First PRI	$300	$275
Additional PRI's	$ 35	$ 40

E. PRI Network Access NFAS Arrangement

	Non-Recurring Charge	Monthly Recurring Charge
Per Arrangement	$75	$15

F. Dial Line Service

	Non-Recurring Charge	Monthly Recurring Charge
Per Dial Line	$35	$25

11.1.4 Direct Inward Dial (DID) Service

Monthly Recurring	
Initial Block (20 DID Nos.)	$4.00
Add'l Blocks (20 DID Nos.)	$4.00
Non-Recurring	
Initial Block (20 DID Nos.)	$100
Add'l Blocks (20 DID Nos.)	$ 15

1 Effective September 21, 2002, these services will not e available to new subscribers

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

11. GRANDFATHERED SERVICES-INTERMEDIA

11.1 Intermedia Facilities-Based Exchange Access Services

11.1.5 Trunk and Line Side Combination Products

The following combinations are available:

Analog DID Trunks*, Business Lines and Fax/ Modem Lines.
Analog Trunks*, Business Lines and Fax/ Modems Lines.
Analog DID Trunks*, Analog Trunks*, Business Lines and Fax/Modem Lines
Digital Trunks*, Business Lines and Fax/Modem Lines

*Available over a single T-1 facility

Monthly Recurring (Per Channel)	
Analog Trunk Combination	
12 Month Agreement	$36.46
24 Month Agreement	$32.81
36 Month Agreement	$30.99

Non-Recurring (per T-1) - All areas	
12 month agreement	$500
24 month agreement	$250
36 month agreement	$ 0

11.1.6 Virtual Foreign Exchange Service - Intermedia Facilities

Virtual FX (VFX) Digital	$275 MRC
Virtual FX (VFX) Digital Each Additional	$40 MRC
Virtual FX (VFX) Digital Install (1st)	$100 NRC
Virtual FX (VFX) Digital Install EA Add'l	$35 NRC
Virtual FX (VFX) Analog	$275 MRC
Virtual FX (VFX) Analog Each Additional	$40 MRC
Virtual FX (VFX) Analog Install (1st)	$100 NRC
Virtual FX (VFX) Analog Ea Add'l	$35 NRC
Virtual FX (VFX) PRI	$275 MRC
Virtual FX (VFX) PRI Each Additional	$40 MRC
Virtual FX (VFX) PRI Install (1st)	$100 NRC
Virtual Fx (VFX) PRI Install Ea Add'l	$35 NRC

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

11. GRANDFATHERED SERVICES-INTERMEDIA (Cont.)

11.2 Directory Assistance Service

Per Directory Assistance call beyond the call allowance: $0.39

11.3 Operator-Assisted Local Calling

Per Call Surcharges:

	Automated	Live Operator
Person to Person	$2.49	$2.49
Collect	$2.00	$2.49
Third Party Billed	$2.00	$2.49
Calling Card Billed	$0.79	$2.49
Credit Card Billed	$0.79	$2.49

When more than one class of service is involved, only the higher surcharge is applicable.

11.4 Busy Line Verify and Line Interrupt Service

Busy Line Verify Service (each request)	$0.90
Busy Line Verify and Busy Line Interrupt Service (each request)	$1.35

11.5 IntermediaOne Voice Services

LINE	RATES
Business Single Line	
12 Months	$18.42
24 Months	$15.31
36 Months	$14.03
Business Single Line Package*	
12 Months	$29.00
24 Months	$26.10
36 Months	$24.65
Business Single Line Fax/Modem	
12 Months	$18.42
24 Months	$15.31
36 Months	$14.03
Key Systems Package*	
12 Months	$23.68
24 Months	$20.57
36 Months	$19.29

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

11. GRANDFATHERED SERVICES-INTERMEDIA (Cont.)

11.5 IntermediaOne Voice Services, cont.

OPTIONAL FEATURES	
Automatic Line (Hotline)	$2.00
Call Forwarding - Universal[1]	$3.50
Call Forwarding - No Answer[1]	$3.25
Call Forwarding - Busy[1]	$3.25
Call Waiting[1]	$5.00
Call Transfer[1]	$2.50
Three-Way Conference[1]	$3.50
Last Number Re-Dial[1]	$3.50
Cancel Call Waiting[1]	NC
Calling Number Delivery Blocking[1]	NC
Ring Again (Automatic Callback)[1 2]	$3.25
Blind Transfer Recall[1 2]	$2.50
Call Park[1 2]	$2.50
Distinctive Ring[1 2]	$4.00
Speed Call Short (10 Numbers)[1]	$2.50
Call Hold[1]	$2.50
Call Forward Remote Access	$3.00
Calling Name and Number Delivery	$8.00
Calling Number Delivery	$7.00
Speed Call Long (30 Numbers)	$5.00
Station Controlled Conference Call	$4.00
Toll Denial/Restrictions (Code Restrictions) 1+	$3.25
Block 900, 976	NC
Block 1+555, 1+NPA+555	$1.00
Block 411	$1.00
Block 0+, 0-	$1.00
Block International	$1.00
Directory Number Hunting[1]	$5.00
Call Pickup[1 2]	$2.50
Abbreviated Dialing (Group Intercom)[1 2]	$3.25
Abbreviated Dialing (Group Intercom) - Extended[2]	$7.75
Uniform Call Distribution	$2.50

ADDITIONAL CHARGES

Business Line Installation, each	$35.00
Additional Directory Listing	$2.00 monthly

[1]*Available only as part of Business Single Line Package.*
[2]*Customer Group Feature only.*

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING

11. GRANDFATHERED SERVICES-INTERMEDIA (Cont.)

11.6 Primary Rate Interface Service

Monthly Recurring

PRI-Data	$500

Non-Recurring (per PRI)

12 month agreement	$500
24 month agreement	$250
36 month agreement	$125
48 month agreement	$ 0

12. Dispatch Charges

.01 No Fault Found Dispatch Charge

Normal Working Hours	$265 per visit
Outside of Normal Working Hours	$400 per visit

Randee Klindworth
Tariff Administrator
707 17TH Street, Suite 4200
Denver, CO 80202

ADMINISTRATIVELY
APPROVED FOR FILING