

ORIGINAL

AZX CONNECT, LLC

Arizona Tariff #1
Original Title Page

TARIFF SCHEDULE APPLICABLE TO
THE SERVICES
OF
AZX CONNECT, LLC
WITHIN THE STATE OF ARIZONA

Issued: April 5, 2006
Issued By: Frank Croan
Vice President, Strategic Planning
7575 E. Redfield Rd, Ste 137
Scottsdale, AZ 85260

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AZX CONNECT, LLC

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INTRASTATE EXCHANGE ACCESS

CHECK SHEET

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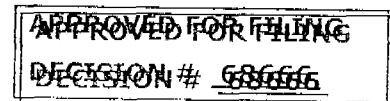
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EXPLANATION OF SYMBOLS

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

- (C) To signify changed listing including: listing, rule or condition which may affect rates and/or charges.
- (D) To signify discontinued material including: listing, rule, rate or condition.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new materials including: listing, rule, rate or condition.
- (R) To signify reduced rate.
- (S) To signify reissued matter.
- (T) To signify a change in text but no change in rate, rule or condition.

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate local exchange telecommunications services by AZX Connect, LLC, hereinafter referred to as the Company, to Customers within the state of Arizona. AZX Connect, LLC's services are furnished subject to the availability of facilities. The terms and conditions set forth herein are applicable when and where existing facilities are available.

This tariff is on file with the Arizona Corporation Commission. In addition, this tariff is available for review at the main office of AZX Connect, LLC, located at 7575 E. Redfield Rd, Suite 137, Scottsdale, AZ 85260.

The rates and rules contained herein are subject to change pursuant to the rule and regulations of the Arizona Corporation Commission ("ACC").

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TARIFF FORMAT

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

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SECTION 1 – DEFINITION OF TERMS

Access Line - An arrangement making use of the facilities and/or services of a Local Exchange Carrier for connecting a Customer to a telephone company location or a switching center.

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

Authorized User - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

AZX Connect, LLC - AZX Connect, LLC., the issuer of this tariff.

Commission - Arizona Corporation Commission.

Common Carrier - A company or an entity authorized to provide telecommunications services to the public.

Company - AZX Connect, LLC, the issuer of this tariff.

Contract – When used may refer to either a Customer Specific Contract (CSC), or an Individual Case Based (ICB) contract.

Customer - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Customer Specific Contract (CSC) – A contract for Service containing the terms and conditions, under which Company agrees to provide and the Customer agrees to purchase Service from the Company consistent with the terms and conditions of this Tariff. A fully executed CSC is required before the Company is obligated to or will provide Service to any entity under this Tariff.

Customer Terminal Equipment – Customer owned or provided equipment that is connected to services or facilities provided by the Company.

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

End Office - The LEC central office or serving wire center from which Customer would derive service from the Incumbent Telephone Company.

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SECTION 1 (Cont.)

End User - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff. See also User.

Exchange Telephone Company or Telephone Company - Denotes any entity authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

ICB - Individual Case Based contract. A special contract for Service containing the terms and conditions, under which Company agrees to provide and the Customer agrees to purchase Service from the Company when facilities are not available and may include terms and conditions other than those set forth in this Tariff.

ILEC - Local Exchange Company refers to the dominant local telephone company offering service in the area also served by the Company.

IXC or Interexchange Carrier - A long distance telecommunications services provider.

Interruption - A condition wherein a telecommunications service is not operating within acceptable standards such that the service is unavailable for use by a Customer. An Interruption as herein defined does not include events where the Service is not available due to the negligence or willful act of the Customer, the negligence or willful act of an individual or entity acting on behalf of the Customer, or where the Carrier terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

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, or its successor tariff(s).

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

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SECTION 1 (Cont.)

NECA - National Exchange Carriers Association.

Non-Recurring Charge or NRC - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

PBX - Private Branch Exchange

Point of Presence ("POP") - Point of Presence

Recurring Charges – See Monthly Recurring Charges. **Service** - Any Service or combination of Services offered herein.

Service Order - The written request for Company services executed by the Customer and the Company in the format devised by the Company.

Serving Wire Center – An ILEC central office having a specific geographic location that is used in calculating airline mileage which is using vertical and horizontal coordinates.

Station - The network signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections over the Company's facilities and services.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

User - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

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INTRASTATE EXCHANGE ACCESS

SECTION 2 – RULES AND REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

2.1.1. Scope

- A. The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and two-way information transmission between points within the state of Arizona.
- B. 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.
- C. Local Exchange Services consist of any of the service offered pursuant to this tariff, either individually or in combination. Service is offered via the Company's facilities exclusively and/or in combination with other services or facilities provided by other certificated carriers.
- D. Before any service is provided to a Customer pursuant to this tariff, that Customer must execute a Contract for said service which is countersigned by the Company's duly authorized representative.
- E. The Company reserves the right to increase charges for the Services provided to Customer, regardless of any term commitment, as a result of:
 1. expenses incurred by the company reasonably relating to regulatory assessments stemming from an order, rule or regulation of any regulatory authority or court having competent jurisdiction,
 2. other governmental charges or fees,
 3. reductions in the amounts other carriers are required to pay to the company or increased in the amount the company is required to pay to other carriers.
- F. The Company reserves the right, in its sole discretion, to refuse to provide service to any entity that:
 1. Presents an undue credit risk,
 2. Owes the Company for service previously provided,
 3. Requests service in an environment that the Company believes presents a hazard to its employees, agents or facilities,
 4. That applies for service in an identity other than its own, or
 5. That has used services in violation of this tariff, the Contract or applicable law, or is reasonably believed to intend to use service in such violation.

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SECTION 2 (Cont.)

2.1 UNDERTAKING OF THE COMPANY (Cont.)

2.1.2. Terms and Conditions

- A. Customers are required to enter into written service agreements, a CSC or ICB, which shall contain or reference a specific description of the service ordered, the rates charged, the duration of the service(s), and the terms and conditions for providing service consistent with this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company. A service agreement executed by the Customer is an application for Service. Once executed by the Company it becomes a contract.
- B. An applicant must pay all previous indebtedness to the Company before service will be furnished.
- C. The minimum term of any Contract with the Company will be 1 year, unless otherwise specified in the Contract.
- D. At the expiration of the initial term specified in each Contract, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates plus 25% unless terminated by either party upon notice. Any termination pursuant to this section 2.1.2.D shall not relieve the Customer of its obligation to pay any charges incurred under the Contract 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.
- E. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

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SECTION 2 (Cont.)

2.1 UNDERTAKING OF THE COMPANY (Cont.)

2.1.2 Terms and Conditions (Cont.)

F. Contract Rates - Special Pricing Arrangements – ICB

1. In lieu of the rates set forth in this Tariff, or for services not addressed in this Tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts.

However, with the exception of the terms specified in the contract, the terms, conditions, obligation and regulation set forth in this Tariff shall be incorporated into, and become a part of, said contract, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

2. In addition to any rate or charge established by the Carrier, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Carrier or directly by the local exchange company, at the Carrier's option.

- G. 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 any other relief awarded by a court of competent jurisdiction.

- H. Service may be terminated by the Company upon written notice to the Customer without incurring any liability and without relieving Customer of its obligations under the Contract or this tariff if:

1. the Customer is using the service in violation of this tariff;
2. the Customer is using the service in violation of a Contract, or
3. the Customer is using the service in violation of the law.

- I. This tariff shall be interpreted and governed by the laws of the state of Arizona regardless of its choice of laws provision.

- J. Any other Telephone Company may 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

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otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

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SECTION 2 (Cont.)

2.1 UNDERTAKING OF THE COMPANY (Cont.)

2.1.3. 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.

2.1.4. 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 or representations, or
 - 2. the failure to furnish its service, whether or not caused by the Company's acts or omissions, or whether avoidable, shall be limited to the extension of credit allowances to the Customer for interruptions in service as set forth in Section 2.6.
- B. Except for the extension of credit 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.

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SECTION 2 (Cont.)

2.1 UNDERTAKING OF THE COMPANY (Cont.)

2.1.4 Limitations on Liability (Cont.)

- D. The Company shall be indemnified and held harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
1. Any act or omission of:
 - a. the Customer,
 - b. any other entity furnishing service, equipment or facilities to the Customer for use in conjunction with services or facilities provided by the Company; or
 - c. common carriers or warehousemen, except as contracted by the Company;
 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, trademarks, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
 5. Breach in the privacy or security of communications transmitted over the Company's facilities;

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SECTION 2 (Cont.)

2.1 UNDERTAKING OF THE COMPANY (Cont.)

2.1.4 Limitations on Liability (Cont.)

2.1.4.D (Cont.)

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 paragraph A. of this Subsection 2.1.4.
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 non-completion of communications due to network busy or conditions of network traffic congestion;
10. Any communications not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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SECTION 2 (Cont.)

2.1 UNDERTAKING OF THE COMPANY (Cont.)

2.1.4 Limitations on Liability (Cont.)

- E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F. 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 and those set forth in a Contract.
- G. Failure by the Company to assert its rights pursuant to one provision of this tariff or of a Contract does not preclude the Company from asserting its rights under other provisions of this tariff or a Contract, or in the instance of a subsequent occurrence regarding the same rights.

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SECTION 2 (Cont.)

2.1 UNDERTAKING OF THE COMPANY (Cont.)

2.1.5. Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff and a Contract. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company. The Customer shall be liable for all charges resulting from any work incurred by Company personnel that result from any such action, whether incurred in correcting a problem or in restoring equipment or facilities to their original state as a result of any action of the Customer or any action permitted by Customer absent written consent from the Company. The hourly rates identified in Section 8 shall be used to determine any such charges.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided to the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2 (Cont.)

2.1 UNDERTAKING OF THE COMPANY (Cont.)

2.1.5 Provision of Equipment and Facilities (Cont.)

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

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

2.1.6. 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.

2.1.7. 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;

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SECTION 2 (Cont.)

2.1 UNDERTAKING OF THE COMPANY (Cont.)

2.1.7 Special Construction (Cont.)

- 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.

The regulations governing Special Construction are set forth in Section 4 of this tariff.

2.1.8. Ownership of Facilities

- A. Title to all facilities provided in accordance with this tariff s remains with the Company, its partners, agents, contractors or suppliers.
- B. The Customer shall take no action, neither shall Customer permit any action to be taken by a third party that may impair Company's right and title to any and all Company equipment and facilities used in provisioning service pursuant to this tariff or a Contract.
- C. In the event a third party asserts a right to any of Company's equipment or facilities used in providing service to Customer, Customer take immediate action to restore, secure and maintain Company's rights and title to its equipment and facilities. Customer agrees to assume the liability for all expenses associated with securing and maintaining Company's rights and title its equipment and facilities associated with a third party action, whether incurred by the Customer or the Company directly.

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SECTION 2 (Cont.)**2.2. PROHIBITED USES**

- 2.2.1. 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 approvals, authorizations, licenses, consents and permits, either governmental or private.
- 2.2.2. The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3. The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users until the cause of such interference is corrected. Customer not shall be relieved of its obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from: 1) such blockage and 2) from other users when such users assert a claim because of Customer caused interference and such interference is due to Customer failing to adhere to the technical specifications for the Service or Customer's non-compliance with the terms and conditions of this tariff or of the Contract in its use of Service. If Customer does not correct the condition causing the interference within five (5) days of the date of notice from Company, the Company may discontinue the Service pursuant to Section 2.5.6.H of this tariff.
- 2.2.4. 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. Termination fees as discussed in Section 2.8 may apply in such cases.

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SECTION 2 (Cont.)**2.3. OBLIGATIONS OF THE CUSTOMER****2.3.1. General**

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; and payment of charges for services provided. Additional Customer responsibilities include, but are not limited to the following:

- A. the payment of all applicable charges pursuant to this tariff or the Contract;
- B. replacement costs arising from 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 personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air-conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of equipment and facilities used to provide Communication Services to the Customer including but not limited to a building cable entrance or property line, roof rights, or any other access necessary to the placement of equipment and facilities and routing of connecting cables to the location of the equipment space described in 2.3.1 (C.). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for service;

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SECTION 2 (Cont.)**2.3 OBLIGATIONS OF THE CUSTOMER (Cont.)****2.3.1 General (Cont.)**

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company, or when, in the Company's sole judgment, the Company's employees or agent are not adequately trained to safely work in such hazardous environment. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos, etc.) 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.; 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, in accordance with Section 2.1.9.B of this tariff;
- H. taking action in accordance with Section 2.1.9.B to release any lien or encumbrance placed on Company's facilities and equipment; and
- I. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No service credit or allowance for service interruption will be made for the period during which service is interrupted for such purposes.

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SECTION 2 (Cont.)**2.3 OBLIGATIONS OF THE CUSTOMER (Cont.)****2.3.2. Liability of the Customer**

- A. The Customer will be liable for all costs related to 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, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent such damage is 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 or Contract 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 rate sheet 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 rate sheet 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.

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SECTION 2 (Cont.)**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. A User may transmit any form of signal that is compatible with the transmission parameters of the Company's service and equipment, but the Company does not guarantee that its services will be suitable for purposes other than those specifically stated in this tariff or a Contract.

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 the Customer and maintained at the Customer's sole expense. The Customer is responsible for all wiring or cable required 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, subject to prior Customer approval of the equipment expense.

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SECTION 2 (Cont.)

2.4 CUSTOMER EQUIPMENT AND CHANNELS (Cont.)

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 Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all Customer-provided wiring shall be installed and maintained in compliance with those regulations to the extent applicable.
- D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that Customer is an "End User", as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1 992 edition).

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SECTION 2 (Cont.)

2.4 CUSTOMER EQUIPMENT AND CHANNELS (Cont.)

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 2.4.2A. 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. Pursuant to Section 2.3.1 of this tariff, Customer will provide access as needed to conduct such inspection and shall fully cooperate with the Company in making any inspection.
- 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 notice of a need to take further action, the Customer must complete all corrective actions specified and notify the Company of the action taken and the date thereof. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, in its sole discretion, including the suspension of service, to protect its facilities, equipment and personnel from harm without incurring any liability therefore.

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SECTION 2 (Cont.)**2.5. PAYMENTS****2.5.1. Payment for Service**

- A. The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.
- B. The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.
- C. Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

2.5.2. Billing and Collection of Charges

- A. The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.
- B. Nonrecurring charges are immediately due and payable upon receipt of invoice
- C. The Company shall present invoices for Monthly Recurring Charges to the Customer every month, in advance of the month in which service is provided, and such Monthly Recurring Charges shall be due and payable within thirty (30) days after the invoice date. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods. Failure on the part of the Company to render monthly bills as herein set forth, shall in no wise relieve Customer of its liability and obligation to pay Company any amounts due and owing pursuant to this tariff or the Contract, upon presentation of a bill for any unbilled period(s).

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SECTION 2 (Cont.)**2.5 PAYMENTS (Cont.)****2.5.2 Billing and Collection of Charges (Cont.)**

- D.** For the purpose of calculating amounts owned for partial month periods, the Company will pro-rate Monthly Recurring Charges assuming each month has 30 days without regard to the actual number of days in any given calendar month. 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 assessed at 1/30th of the monthly charge for each day that the Service was available for use by the Customer.
- E.** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- F.** Payments received within thirty-days (30) following the invoice date shall be considered timely received. Payments received at the Company office later than thirty-days (30) following the invoice date shall be considered late. If any payment or portion of a payment that is paid with funds that are not immediately available shall be considered late.
- G.** The Customer shall be liable for and pay the penalty assessed for late payments according to this Section 2.5.2.G. The late payment penalty shall be that portion of the payment not received within thirty-days of the invoice date multiplied by 1.5%, unless a different rate is mandated by law.
- H.** The Customer shall be liable for and pay a maximum charge of thirty-five (\$35.00) for each check or other payment type submitted by the Customer to the Company that a bank or financial institution refuses to honor.
- I.** If service is disconnected by the Company in accordance with Section 2.5.6 following and later restored, restoration of service will be subject to the Customer's payment of all applicable installation charges, advance payments and deposits as determined by the Company.

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SECTION 2 (Cont.)**2.5 PAYMENTS (Cont.)****2.5.3. Disputed Bills**

- A. In the event that a billing dispute arises concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the dispute. All claims must be submitted to the Company within 90 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B. Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Arizona Corporation Commission, 1200 West Washington Street, Phoenix, Arizona 85007.
- C. Any dispute resolved in favor of the Customer when the Customer has withheld the disputed amount will accrue, no interest, credits or penalties.
- D. Any dispute resolved in favor of the Company will accrue interest and penalties as herein set forth.

2.5.4. Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and the recurring charges for a period to be set between the company and the Customer.

The advance payment will be applied to the first full billing cycle statement and additional one (1) month advance payment will be required for each subsequent month. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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SECTION 2 (Cont.)**2.5 PAYMENTS (Cont.)****2.5.5. Deposits**

- A. The Company may, in order to safeguard its interest, require an applicant or a Customer to make a suitable deposit to be held by the Company as a guarantee of the payment of charges for service or loss of or damage to Company property. The fact that a deposit has been made in now way relieves the application or Customer from complying with the company's regulations and the prompt payment of bills upon presentation.
- B. The Company may request a deposit from any Customer during the first twelve months that a Customer receives service if the Customer during that period, pays late four times or has service discontinued for non-payment two times.
- C. The Company may request a deposit from any Customer after the first twelve months that the Customer has received service if the Customer has had service discontinued two times in a twelve month period, or if the Company provides evidence that the Customer used a device or scheme to obtain service without payment. The Company may also request a deposit from any Customer after the first twelve months if the Customer pays late at least six times during any twelve month period.
- D. The Company may also require a deposit of a new Customer if, in the Company's sole discretion, a reasonable concern exists over the Customer's ability to pay for service, the evidence for which will be provided to Customer along with the request for deposit.
- E. Any deposit required by the Company will not exceed the amount of six months charges for the service provided to Customer.
- F. Interest shall be paid on all deposits held by the Company at a rate equal to the rate for one year United States Treasury bills.
- G. Deposits shall be returned to the Customer at a time not later than 30 days following the termination of the service, net of any outstanding charges rightfully owed to the Company under the terms of this tariff or the Contract.

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SECTION 2 (Cont.)

2.5 PAYMENTS (Cont.)

2.5.6. Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving five (5) days 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 five (5) days written notice to the Customer, discontinue or suspend service without incurring any liability if such violation is not corrected within five (5) days of such notice.
- 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 will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision and any amounts due under the Termination provisions of this tariff or the Contract.
- G. Upon the Company's discontinuance of service to the Customer under Section 2.5.6 A., 2.5.6 B., 2.5.6.D., 2.5.6.F., 2.5.6.H. , 2.5.6.I. or 2.5.6.J., the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

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SECTION 2 (Cont.)

2.5 PAYMENTS (Cont.)

2.5.6 Discontinuance of Service (Cont.)

- H. In the event of a Customer's use of equipment or services in such a manner as to adversely affect the Company's service to others, the Company may, without notice and without incurring any liability, discontinue service to the Customer pursuant Section 2.2.3 of this tariff when the Customer does not take action to correct the issue causing such adverse affect.
- I. In the event of a Customer's tampering with or permitting others to tamper with the Company's equipment, facilities or services furnished by the Company, the Company may, without notice and without incurring any liability, discontinue service to the Customer pursuant Section 2.1.6 B.
- J. In the event Customer does not provided protective equipment or corrections to the interconnection equipment pursuant to Section 2.4.4.B. of this tariff, the Company may without further notice discontinue service without incurring any liability.

2.5.7 Cancellation of Application for Service

- A. Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced.

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SECTION 2 (Cont.)

2.5 PAYMENTS (Cont.)

2.5.7 Cancellation of Application for Service (Cont.)

- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.5.7 A. through 2.5.7 C. will be calculated and applied on a case-by-case basis
- E. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company 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.
- F. The special charges described in 2.5.7 A. through 2.5.7 C. will be calculated and applied on a case-by-case basis

2.5.8. 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.

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SECTION 2 (Cont.)

2.6. ALLOWANCES FOR INTERRUPTIONS IN SERVICE

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

2.6.1. General

- A. A Customer is entitled to receive a credit allowance when service is interrupted, except as specified below. A service is interrupted when it becomes unusable in bearing the Customer's communications, 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 restored to operation and notice of such provided to Customer.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses to permit access to its premises for testing and repair, the service, facility or circuit is considered to be impaired, but not unusable. A Customer is not entitled to a credit allowance for a service, facility or circuit that is not unusable.
- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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 or a Contract by any person or entity other than the Company, including but not limited to the Customer;
- 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 reasonable control of the Company;

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SECTION 2 (Cont.)

2.6 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont.)

2.6.2 Limitations of Allowances (Cont.)

- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of testing and repair of interruptions, or in cases of interruption ostensibly resulting from a lack of preventive maintenance when such lack resulted from Customer failing to grant access to equipment and facilities for such preventive maintenance;
- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the service. If, and only if, the service is unusable, the Customer is entitled to a service credit.
- 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, or for any other service affecting activity that has been coordinated with the Customer;
- 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 at the time of the service interruption.

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.

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SECTION 2 (Cont.)

2.6 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont.)

2.6.4. Application of Credits for Interruptions in Service

- A. At the Customer's request, credit will be issued to their account for a service or services that have experienced a service interruption. The manner in which such credits are determined is set forth in the following paragraphs. Any credits provided will be determined on a pro rata basis for the affected service against the rates specified. In calculating credits, every month is considered to have thirty (30) days.
- B. Credits for interruptions in service 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. The only facilities or services eligible for a credit are those portions of the service which actually experienced an interruption in service.
- C. An interrupted service is eligible for a credit allowance only if the service remains unusable for a period of thirty-minutes (30) or longer. Two or more interruptions, each of at least fifteen (15) minutes duration or longer during any one 24-hour period shall be combined into one cumulative interruption, unless during trouble resolution it is determined that multiple, separate causes existed, in which case the interruption will be measured and a credit allowance will only be allowed for those facilities or service that experienced a minimum interruption of thirty-minutes.
- D. Except as provided in 2.6.4.A-C above, all credit allowances will be calculated for the actual time during which the service was unusable, rounded up to the next whole thirty-minute (30 minute) period.
- E. In no event shall any service ever be eligible within any single month for a credit or credits that exceed the monthly charges normally due for the service.

2.6.5. Cancellation For Service Interruption

Cancellation or termination for service interruption is not permitted except as authorized in Section 2.8.

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SECTION 2 (Cont.)

2.7. JOINT USE

2.7.1. Joint use arrangements are permitted for all services provided under this tariff.

2.7.2. The entity ordering a joint use arrangement will be the Customer of Record for said arrangement, and will be responsible for initiating an order for service, ordering and managing any rearrangement to the service, discontinuing the service at the end of the contract term, and rendering payment to the Company for the joint use arrangement.

2.7.3. The Company will only accept orders for service, trouble or maintenance related to joint use arrangement from the Customer of Record.

2.7.4. An entity using a service under the terms of a Joint Use Arrangement agrees to indemnify the Company consistent with the terms of indemnification set forth in Section 2.1.4.D of this tariff.

2.7.5. An entity using a service under the terms of a Joint Use Arrangement, by its use of the service, accepts the same liability as the Customer set forth 2.3.2 preceding and further accepts the Company's limitation of liability set forth in Section 2.1.4.

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SECTION 2 (Cont.)**2.8. CANCELLATION OF SERVICE/TERMINATION LIABILITY**

- 2.8.1. Customers may cancel service verbally or in writing, provided that any verbal termination must be confirmed in writing within 10 day of verbal notice. Such verbal notice shall be effective upon the date provided in verbal notice and confirmed in writing.
- 2.8.2. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. In the event the Customer's Contract includes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the terms of this tariff and the Contract.
- 2.8.3. If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever, the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.
- 2.8.4. **Termination Liability**
The Customer's termination liability for cancellation of service shall be equal to:
- A. all unpaid Non-Recurring charges assessed by the Company to establish service to the Customer; plus
 - B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
 - C. all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term;

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SECTION 2 (Cont.)

2.9. 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; or
- B. pursuant to any sale or transfer of all or substantially all the assets of the Company; or
- C. pursuant to any financing, merger or reorganization of the Company.

2.10. UNAUTHORIZED USE OF THE NETWORK

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains use of services provided by the Company pursuant to this tariff or a Contract.

2.10.1. Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for all unauthorized use of the network obtained through the fraudulent use of the services provided by the Company without regard to how such use was obtained until such time as the Customer notifies Company of fraudulent use.
- B. The Customer must give the Company written or oral notice that unauthorized use is occurring or has occurred.
- C. The Customer is responsible for payment of all charges related to unauthorized use of service provided under this tariff, unless due to the gross negligence of the Company. The responsibility for payment of all charges is not in any relieved when the unauthorized use results from or in conjunction with use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.
- D. Upon receiving notice of an unauthorized use of the service, the Company will use its best efforts to interrupt the service such that the unauthorized cannot continue. The Company will also use its best efforts to restore to the Customer use of the service or provide for the use of a replacement service. In the event of Company's restoring use of the service or providing the use of a replacement service, additional charges may apply.

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2.11. NOTICES AND COMMUNICATIONS

- 2.11.1. The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.11.2. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.11.3. Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff and the Contract 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 US. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.11.4. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by providing written notice of the change of address to the other party.

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2.12. TAXES, FEES AND SURCHARGES

2.12.1. The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to the normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes, fees and surcharges are in addition to rates as quoted in this tariff and will be separately itemized on Customer's invoice(s). This right to bill and the Customer's obligation to pay taxes, fees and surcharges extends to any such taxes, fees and surcharges which are now in effect, or that may through the operation of law or regulation(s) which may become effective at any time in the future.

2.12.2. Arizona Universal Service Fund (AUSF)

- A. In addition to all other taxes and fees that are listed herein or passed through in the normal course of business (e.g. sales tax), the Company shall also add an amount to be collected to each bill for recovery of the Arizona Universal Service Fund (AUSF) as required by State Statute and/or regulations of the Commission.
- B. Towards the ultimate goal that basic service be available and affordable to all citizens of the state, the Arizona Corporation Commission has created support mechanisms to assist in the provision of such service in high-cost areas. Pursuant to Arizona Administrative Code, R14-2, Article 12, the Rule directs that the surcharge will be levied on all telecommunications service purchased by end-users.
- C. The Arizona Universal Service Fund (AUSF) surcharge will be the amount set forth in the Arizona Administrative Code, R14-2, Article 12. The percentage and amounts set forth will be subject to periodic adjustment by the Company consistent with the rules of the Commission.

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SECTION 2 (Cont.)

2.13. MISCELLANEOUS PROVISIONS

2.13.1. Maintenance and Operations Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

2.14. NONREGULATED SERVICE OFFERINGS

The company offers a variety of non-regulated offering in conjunction with the services offered under this tariff. These service offerings include, but are not limited to; internet access.

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SECTION 2 (Cont.)**2.15. JURISDICTIONAL REPORTING****2.15.1. Jurisdictional Determinant**

- A. When interstate and intrastate traffic is provided on the same transmission path, without regard to the type of service or transmission path, it is necessary to determine whether such service is subject the terms and conditions of this tariff, or whether the service is subject to the regulation of the FCC.
- B. Pursuant to Federal Communications Commission order FCC 85-145 adopted April 16, 1985, interstate usage is developed as though every call that enters a Customer network at a point within the same state as that in which the called station is situated is an intrastate communication and every call for which the point of entry is in a state other than that where the called station is situated is an interstate communication.

2.15.2. Jurisdictional Requirements

The Customer must indicate a projected Percent of Interstate Use (PIU) factor in a whole number (i.e., a number 0 - 100) when ordering Service from the Company. A Customer-provided PIU factor is required on each Customer Specific Contract (CSC).

2.15.3. Jurisdictional Reports

- A. The Customer-provided PIU factor will be used until the Customer reports a different projected PIU factor as provided below:
1. The Customer may update the interstate and intrastate PIU factor via Jurisdictional Report on a quarterly basis.
 2. The Customer shall report the PIU factor by traffic and service type for each Service, and shall consist of at least 3, but no more than 12 consecutive months of data, when derived from Customer's own traffic studies. The PIU factor can be based on a statistically valid sample.
 3. Alternatively, Customer may self-certify based on its reasonable knowledge regarding the purpose to which the service is being used, including but not limited to the self-certifications of its Customers.
 4. The Customer shall forward to the Company a revised report no more than once a quarter.
- B. No prorating or back billing will be done based on the Jurisdictional Report.

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SECTION 2 (Cont.)

2.15 JURISDICTIONAL REPORTING (Cont.)

2.15.3 Jurisdictional Reports (Cont.)

- C. The Company may request any records it reasonably required to validate the PIU factor provided by Customer. The Company will not request such data more than once a year.
- D. If quarterly update reports are not supplied by the Customer, the following steps will be taken by the Company:
 - 1. If the Customer does not supply the reports, the Company will assume the PIU factors to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the PIU factors to be the same as those provided in the order for service. In any case, the Company reserves the right to request access to information supporting the Customer's reported PIU, as specified in C., above.
 - 2. If a quarterly report has never been received from the Customer, and the Customer failed to report a PIU in the order for service, the Company will assume a fifty percent (50%) interstate percentage pending Customer providing a Jurisdictional Report. This interstate percentage will be applied until a PIU report is submitted.

2.15.4. Jurisdictional Report Proprietary Information

- A. The data the Customer provides to the Company to support their interstate percentage is considered proprietary to the Customer. The Company agrees to use and protect such information by exercising the same degree of care normally used to protect its own proprietary information.
- B. When ordering service, Customers must state the jurisdiction for each service being ordered
- C. When the service ordered is used for both interstate and intrastate traffic, the jurisdiction will be determined as follows:
 - 1. If the Customer's estimate of the interstate traffic on the service involved constitutes at least 10% of the total traffic on that service, the service deemed interstate in jurisdiction and will be provided in accordance with the Company's applicable rules and regulations for interstate services.
 - 2. If the Customer's estimate of the interstate traffic on the service involved constitutes less than 10% of the total traffic on that service, the service will be provided in accordance with the appropriate rules and regulations of this tariff.

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SECTION 3 – EXCHANGE SERVICE AREAS

The rates, rules, terms and conditions pursuant to this tariff apply for service provided throughout the State of Arizona.

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SECTION 4 – SPECIAL CONTRUCTION IDENTIFIED

4.1. SPECIAL CONSTRUCTION

Subject to the agreement of the Company and to all of the regulations contained in the tariffs of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications not otherwise specified under tariff, or for the provision of service on an expedited basis or in some other manner different from the normal tariff conditions. Special construction is that construction undertaken:

- 4.1.1. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- 4.1.2. of a type other than that which the Company would normally utilize in the furnishing of its services;
- 4.1.3. over a route other than that which the Company would normally utilize in the furnishing of its services;
- 4.1.4. in a quantity greater than that which the Company would normally construct;
- 4.1.5. on an expedited basis;
- 4.1.6. on a temporary basis until permanent facilities are available;
- 4.1.7. involving abnormal costs; or
- 4.1.8. in advance of its normal construction.

4.2. CHARGES FOR SPECIAL CONSTRUCTION

Where the Company furnishes a facility or service on a special construction basis, or any 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) nonrecurring type charges; (2) recurring type charges, (3) termination liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment.

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SECTION 4 (Cont.)**4.3. BASIS FOR CHARGES**

The costs referred to in Section 4.2 preceding may include one or more of the following items to the extent they are applicable:

4.3.1. installed costs of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installed costs include the cost of:

- A. equipment and materials provided or used,
- B. engineering, labor and supervision,
- C. transportation,
- D. rights of way, and
- E. any other item chargeable to the capital account;

4.3.2. annual charges including the following:

- A. cost of maintenance;
- B. depreciation on the estimated installed cost of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- C. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- D. any other identifiable costs related to the facilities provided; and
- E. an amount for return and contingencies.

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SECTION 4 (Cont.)**4.4. TERMINATION CHARGES**

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

- 4.4.1. The maximum termination liability is equal to the sum of the payments for the remaining term of the special construction contract and any other charges for service associated with the special construction that may be owing as a result of such cancellation beginning with the effective date of the termination.
- 4.4.2. The maximum termination liability as determined in paragraph (1) shall not include any amounts or payments made prior to the termination for periods that follow the date of termination. Any prepayment of charges, not to include charges specified in the Contract as non-recurring charges, will be credited to Customer's termination liability.

4.5. TERM

- 4.5.1. The minimum term for any service provided in conjunction with Special Construction shall not be less than one (1) year, unless otherwise agreed to by the Company in writing.
- 4.5.2. Nothing set forth in this Section 4.5 shall prevent or limit the Customer's and the Company's ability to contract for longer minimum terms for any service.

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SECTION 5 – ORDERING SERVICES**5.1. GENERAL**

This Section sets forth the regulations and order related charges for Local Exchange Access Services and Private Line Transport Services. The charges specified herein are in addition to any other applicable charges as set forth in other sections of this Tariff.

A Service Order is an order to provide the Customer with Local Exchange Access Service, Private Line Transport Service or any other service such as the Company may offer currently or in the future. Service Orders are also used to provide changes to existing services. A Customer Specific Contract serves as a Service Order.

5.1.1. ORDERING CONDITIONS

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. In addition to the order information required in 5.2, following, the Customer must also provide:

- Customer name and address/addresses for the served premises.
- Billing name and address (when different from Customer name and address).
- Customer contact name(s) and telephone number(s) for the following activities: order negotiation, order confirmation, design, installation and billing.

The Company will establish a Service Date (Due Date) when the Customer has placed an order for service with all the appropriate information to allow for the processing of the Service Order. The date on which the Service Order is executed by the Company is the Order Date.

The Company will provide a firm order confirmation to the Customer advising the Customer of the Order Date and the associated interval required to activate the Service. Service Order firm order confirmations, where possible, will reflect the Customer's requested service date.

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SECTION 5 (Cont.)**5.1 GENERAL (Cont.)****5.1.2. PROVISION OF OTHER SERVICES**

- A. In addition to Local Exchange Access and Private Line Transport Services, other services offered under the provisions of this Tariff shall be ordered with an Service Order or as set forth in B., following. The rates and charges for these services, as set forth in other sections of this Tariff, will apply in addition to the ordering charges set forth in this Section and the rates and charges for the Access Service with which they are associated.
- B. With the agreement of the Company, other services set forth in A., preceding, may subsequently be added to the order at any time, up to and including the service date for the Access Service. When added subsequently, charges for a design change will apply when an engineering review is required or requested.
- C. Additional Engineering is not an ordering option, but will be applied to a Service Order when the Company determines that Additional Engineering is necessary to accommodate a Customer request. When Additional Engineering is required, the Customer will be so notified and will be furnished with an estimate of the charges. If the Customer agrees to the Additional Engineering, a firm order will be established.

If the Customer does not want the service or facilities after being notified that Additional Engineering is required, the order will be withdrawn and no charges will apply. Once a firm order has been established, the total charge to the Customer for the Additional Engineering may not exceed the estimated amount by more than ten percent (10%). The regulations, rates and charges for Additional Engineering are as set forth in Section 8.1, following, and are in addition to the regulations, rates and charges specified in this Section.

5.1.3. SPECIAL CONSTRUCTION

The regulations, rates and charges for special construction are set forth in Section 4 of this Tariff and are in addition to the regulations, rates and charges specified in this Section 5 of this Tariff.

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SECTION 5 (Cont.)**5.2. SERVICE ORDER**

5.2.1. A Service Order (or Contract) is the mechanism by which the Customer requests service from the Company and from which the Company provides a Service to a Customer as follows:

- Exchange Access Services as set forth in Section 6, following,
- Private Line Transport Services as set forth in Section 7, following,
- Other Services as provided for in 5.1.2, preceding

A. Exchange Access Services

For all Exchange Access Services, the Customer must specify the Customer designated premises or Hubs involved, the type of service (e.g., DS1 Private Line Service, etc.), the channel interface, technical specification package and options desired. For multipoint services, the channel interface at each premises may, at the request of the Customer, be different but all such interfaces shall be compatible.

B. Private Line Transport Services

For all Private Line Transport Services, the Customer must specify the Customer designated premises or Hubs involved, the type of service (e.g., DS1 Private Line Service, etc.), the channel interface, technical specification package and options desired. For multipoint services, the channel interface at each premises may, at the request of the Customer, be different but all such interfaces shall be compatible.

C. Where a Private Line Transport Service is exempt from the Private Line Transport Surcharge, the Customer shall furnish, with the order, documentation certifying their entitlement to such exemption.

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SECTION 5 (Cont.)**5.2 SERVICE ORDER (Cont.)****5.2.2. SERVICE ORDER SERVICE DATE INTERVALS**

The Company's services are provided on negotiated Service Intervals as determined by the Company and provided to Customer in the firm order confirmation.

5.2.3. SERVICE ORDER MODIFICATIONS

The Customer may request a modification of its Service Order at any time prior to notification by the Company that service is available for the Customer's use. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

If the modification cannot be made with the normal work force during normal business hours, the Company will notify the Customer of such and that additional labor charges may apply in order to complete the modification as requested. If the Customer still desires the Service Order modification, the Company may schedule a new Service Date and/or assess additional labor charges as appropriate. All charges for Service Order modifications will apply on a per-occurrence basis.

Any increase in the number of Private Line Transport Service channels or Local Exchange Access Service facilities will be treated as a new Service Order for the increased amount only.

If order modifications are necessary to satisfy the transmission performance for a Private Line Transport Service ordered by a Customer, these changes will be made without order modification charges being incurred by the Customer, provided such changes may be made during the normal course of business. Additional labor charges may apply for any modifications which required Company personnel to take unusual action to implement such change.

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SECTION 5 (Cont.)**5.2 SERVICE ORDER (Cont.)****5.2.3 SERVICE ORDER MODIFICATIONS (Cont.)****A. Service Date Change**

Service Order service dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 30 business days. When, for any reason, the Customer wishes to change the service date, the Customer should notify the Company before the original service date to request a different service date. If the Customer requested service date is more than 30 business days after the original service date, the order will be canceled by the Company and reissued with the appropriate cancellation charges applied, unless the Customer indicates that billing for the service is to commence billing on the 30th day following the Service Date. Failure to notify the Company prior to the original service date of a request a different service date may result in the application of Labor Charges resulting from Company's dispatch of personnel on the date of installation.

A new service date may be established that is prior to the original service date if the Company determines it can accommodate the Customer's request without delaying service dates for orders of other Customers.

If the service date is changed to an earlier date, the Customer will be notified by the Company that Expedited Order Charges may apply as set forth in D. following.

B. Design Change Charge

The Customer may request a design change to the service ordered. A design change is any change to a Service Order that requires engineering review. An engineering review is a review by Company personnel of the service ordered and the requested changes to determine what change in the design, if any, is necessary to meet the changes requested by the Customer. Design changes include such things as a change of end user premises within the same Company Network location, the addition or deletion of optional features, functions, type of channel interface or technical specification package.

Design changes do not include a change of Customer premises, end user premises to a different Company Network location, Private Line Transport Service channel type or Local Exchange Access service type. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

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SECTION 5 (Cont.)**5.2 SERVICE ORDER (Cont.)****5.2.3 SERVICE ORDER MODIFICATIONS (Cont.)****B. Design Change Charge (Cont.)**

The Company will review the requested change, notify the Customer whether the change is a design change, if it can be accommodated and if a new service date is required. If the Customer authorizes the Company to proceed with the design change, a Design Change Charge will apply.

A Design Change Charge will apply, on a per order, per occurrence basis. This charge will also apply to change an incorrect address as long as the new address is in the same wire center as the incorrect address and the change is made prior to the issuance of the Design Layout Report (DLR). If a change of end user premises within the same Company Network location is requested, Expedited Order Charges may also apply as detailed in D., following. The applicable design charge is determined by the hours required to redesign the service billed at the rates identified in Section 8 Miscellaneous Charges for Engineering Labor:

C. Expedited Order Charge

When placing a Service Order for service(s) a Customer may request a specific service date. A Customer may also request an earlier service date on a pending Service Order. If the Company agrees to provide the service on an expedited basis, an Expedited Order Charge will apply.

A Customer may request a change of end user premises within the same serving wire center. If the Customer requests an earlier service date than provide in the firm order confirmation, an Expedited Order Charge will apply.

When an expedited service date is missed, the Expedited Order Charge will apply unless the missed service date is caused by the Company.

The Expedited Order Charge is based on the extent to which the Service Order has been processed at the time the Company agrees to the expedited Service Date and any additional costs incurred by the Company to complete the Expedited order. The charges for an Expedited Order will be calculated at the time of a request for an Expedited Order.

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SECTION 5 (Cont.)**5.2 SERVICE ORDER (Cont.)****5.2.3 SERVICE ORDER MODIFICATIONS (Cont.)****D. Partial Cancellation Charge**

Any decrease in the number of ordered Private Line Transport Service channels, Switched Access Service facilities, lines, trunks, or Channel Terminations will be treated as a partial cancellation and will be subject to cancellation charges for that portion of the service being cancelled. Partial cancellations charges will be based on the cancellation charges that would be owing for cancellation of the entire service, and calculated in the following manner:

1. Determine the cancellation charge owed if the order was cancelled in its' entirety as set forth in 5.2.3.F. below.
2. Divide the quantity of the cancelled service by the quantity of the service as originally ordered to determine the cancelled service ratio.
3. Multiplying the amount determined in 5.2.3.B.1 above by the cancelled service ratio determined in 5.1.3.B.2 above.
4. The resultant amount is the Partial Cancellation Charge owed by the Customer.

E. Cancelled Order Charge

If the Customer cancels an order prior to the service date or any modification thereto in accordance in 5.2.3.A., the Customer shall be liable for and owe the Company an Order Cancellation Charge.

The Order Cancellation Charge shall not exceed an amount as determined in the following manner:

1. When the order is cancelled at least 7 days prior to the Service Date, the Cancellation Charge will be the greater of:
 - a. 50% of the non-recurring charge specified in the Customer Specific Contract, or
 - b. 115% of the actual costs incurred for all supplies, materials, equipment and labor, with labor billed at the rates set forth in Section 8.

Or,

2. When the order is cancelled less than 7 days prior to the Service Date:
 - a. 100% of the charges owing for the full term of the contract plus any non-recurring charges, reduced by any prepayments thereof.

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INTRASTATE EXCHANGE ACCESS

SECTION 6 -- PRIVATE LINE TRANSPORT SERVICE**6.1. GENERAL**

Private Line Transport Service provides a transmission path to connect Customer designated premises, to the Company network where bridging, multiplexing or connections to other services (e.g., Internet Access Service, Local Exchange Access, etc.) or functions are performed, or to other Customer designated premises.

The connections provided by Private Line Transport Service are digital transmission paths. Digital connections are differentiated by bit rate.

6.1.1. Channel Types

There are various types of channels used to provide Private Line Transport Services. Each type has its own characteristics and are subdivided by one or more of the following:

- Transmission specifications,
- Bandwidth,
- Speed (i.e., bit rate),

Customers can order a basic channel and select from a list of available transmission parameters and channel interfaces.

For purposes of ordering channels, each has been identified as a type of Private Line Transport Service. However, such identification is not intended to limit a Customer's use of the channel nor to imply that the channel is limited to a particular use.

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SECTION 6 (Cont.)**6.1 GENERAL (Cont.)****6.1.1 Channel Types (Cont.)**

The Customer also has the option of ordering digital High Capacity facilities (e.g., 1.544 Mbps or higher) to a Company network location for multiplexing to individual channels of a lower capacity or bandwidth. Descriptions of the types of multiplexing available is set forth in Section 6.2.XX. Other types of multiplexing is available on an ICB basis. In a multiplexing arrangement, the Customer may specify certain features for the individual channels derived from the facility to further tailor the channel to meet specific communications requirements. Optional features not inherent in the equipment used to provide Private Line Access service may be obtained on an ICB basis.

Optional features may be added to any Private Line Transport service. Following is a brief description of each type of channel.

A. Digital Channel Services**DS1 Service**

A high capacity channel for the transmission of isochronous serial digital data at a rate of 1.544 or 3.152 Mbps.

DS3 Service

A high capacity channel for the transmission of isochronous serial digital data at a rate of 44.736 Mbps.

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SECTION 6 (Cont.)**6.1 GENERAL (Cont.)**

- 6.1.2. Each service consists of a basic channel to which a technical specifications package (customized or predefined), channel interface(s) and, when desired, optional features and functions are added to construct the service desired by the Customer. Each of the components of the service is described in this Section.
- 6.1.3. Customized technical specifications packages will be provided where technically feasible. If the Company determines that the requested parameter specifications are not compatible, the Customer will be advised and given the opportunity to change the order.
- 6.1.4. When a customized channel is ordered, the Customer will be notified whether Additional Engineering Charges apply. In such cases, the Customer will be given an estimate of the hours to be billed before any further action is taken on the order.
- 6.1.5. The channel description specifies the characteristics of the basic channel and indicates whether the channel is provided between Customer designated premises or between a Customer designated premises and a Company network location where bridging, multiplexing, or other functions are performed.
- 6.1.6. Channel interfaces at each point of termination on a two-point service may be symmetrical or asymmetrical. On a multipoint service they may also be symmetrical or asymmetrical. However, communications can only be provided between points of termination with compatible channel interfaces. Only certain channel interfaces are compatible. The Company will coordinate with customer to establish compatible channel interfaces for the service(s) being provided.
- 6.1.7. Industry standard publications will provide the basis for determining channel compatibility.
- 6.1.8. **Ordering Options and Conditions**
Private Line Transport Service is ordered under the Service Order provisions set forth in Section 5, preceding. Also included in that Section are other charges, which may be associated with ordering Private Line Transport Service (e.g., Cancellation Charges, etc.).

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SECTION 6 (Cont.)**6.2. RATING INFORMATION****6.2.1. Rate Categories****A. Rate Elements**

The four basic rate categories which apply to all Private Line Transport Service (except SST and SONET Ring Service) are:

- Channel Terminations (described in a., following)
- Network Connecting Channels (described in b., following)
- Transport Channels (described in c., following)
- Optional Features and Functions

1. Channel Termination

The Channel Termination rate category provides for the communications path between Customer designated premises and a Company network location. Included as part of the Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the service is to be connected and the type of signaling capability, if any. The signaling capability itself is provided as an optional feature as set forth in d., following. One Channel Termination charge applies per Customer designated premises at which the channel is terminated. This charge will apply even if the Customer-designated premises is collocated in the same building as the Company network location.

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SECTION 6 (Cont.)**6.2 GENERAL (Cont.)****6.2.1 Rate Categories (Cont.)****6.2.1.A Rate elements (Cont.)****2. Network Connecting Channels**

The Network Connecting Channel rate category provides for connections within the same Company Network location between the Private Line Transport, Channel Termination and other services provided by the Company. One Network Connecting Channel charge applies per connection made.

3. Transport Channel

The Transport Channel rate category provides for the transmission facilities between the Company Network locations associated with two Customer-designated premises, between a Company Network location associated with the Customer designated premises and another Company Network location or between two Company Network locations. The Transport Channel rates are developed using a fixed component and a mileage component.

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SECTION 6 (Cont.)

6.2 GENERAL (Cont.)

6.2.1 Rate Categories (Cont.)

6.2.1.A Rate elements (Cont.)

4. Optional Features and Functions

The Optional Features and Functions rate category provides for optional features and functions which may be added to a Private Line Transport Service to improve its quality or utility to meet specific communications requirements. These are not necessarily identifiable with specific equipment, but rather represent the results in terms of performance characteristics which may be obtained. These characteristics may be obtained by using various combinations of equipment. Although the equipment necessary to perform a specified function may be installed at various locations along the path of the service, they will be charged for as a single rate element.

Examples of Optional Features and Functions that are available include, but are not limited to, the following:

- Signaling Capability
- Hubbing Functions
- Clear Channel Capability
- Line Power
- Central Office Multiplexing
- Network Location Multiplexer to Multiplexer Connecting Arrangement

Descriptions for the available Optional Features and Functions are set forth in each service's Section.

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SECTION 6 (Cont.)**6.2 GENERAL (Cont.)****6.2.1 Rate Categories (Cont.)****B. Types of Rates and Charges**

There are two types of rates and charges. These are monthly rates and nonrecurring charges. The rates and charges are described as follows:

1. Monthly Rates (MRC)

Monthly rates are flat recurring rates that apply each month or fraction thereof that a Private Line Transport Service is provided. For billing purposes, each month is considered to have 30 days. Partial month charges incurred during the first and last month of any Customer Service Contract are prorated using a 30 day month.

2. Nonrecurring Charges (NRC)

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for Private Line Transport Service are installation of service, installation of optional features and functions, service rearrangements, order modifications, Expedited Order charges, Additional Labor charges, Additional Engineering charges and NRCs associated with Special Construction.

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SECTION 6 (Cont.)

6.3. RATES AND CHARGES

All rates and charges quoted herein are the maximum amounts for which the Company will provide service when and only when the Company has facilities available for provisioning all elements of the Service Ordered. When facilities are not available, Special Construction charges will apply and service will be provided pursuant to a Customer Specific Contract without reference to the rates quoted in this tariff.

6.3.1. DS1 Private Line Transport

A. DS1 Chan Term

	NRC		MRC	
	Maximum	Effective	Maximum	Effective
1Yr	\$300.00	\$250.00	\$200.00	\$90.00
3Yr	\$300.00	\$250.00	\$180.00	\$82.00
5Yr	\$300.00	\$250.00	\$170.00	\$76.50

B. DS1 Network Location Channel

	NRC		MRC	
	Maximum	Effective	Maximum	Effective
1Yr	\$50.00	\$ 8.00	\$10.00	\$ 8.00
3Yr	\$50.00	\$ 8.00	\$ 8.00	\$ 7.20
5Yr	\$50.00	\$ 8.00	\$ 7.00	\$ 6.80

C. DS1 Transport Channel-Fixed

	NRC		MRC	
	Maximum	Effective	Maximum	Effective
1Yr	\$300.00	\$250.00	\$120.00	\$56.00
3Yr	\$300.00	\$250.00	\$108.00	\$50.40
5Yr	\$300.00	\$250.00	\$102.00	\$47.60

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SECTION 6 (Cont.)

6.3 RATES AND CHARGES (Cont.)

6.3.1 DS1 Private Line Transport (Cont.)

D. DS1 Transport Channel-Mileage; MRC

	1. Maximum			
	<u>0-20</u>	<u>20-50</u>	<u>50-100</u>	<u>100+</u>
1Yr	\$20/Mi	\$20/Mi	\$20/Mi	\$20/Mi
3Yr	\$18/Mi	\$18/Mi	\$18/Mi	\$18/Mi
5Yr	\$17/Mi	\$17/Mi	\$17/Mi	\$17/Mi

	2. Effective			
	<u>0-20</u>	<u>20-50</u>	<u>50-100</u>	<u>100+</u>
1Yr	\$9.60/Mi	\$9.60/Mi	\$9.60/Mi	\$9.60/Mi
3Yr	\$8.64/Mi	\$8.64/Mi	\$8.64/Mi	\$8.64/Mi
5Yr	\$8.16/Mi	\$8.16/Mi	\$8.16/Mi	\$8.16/Mi

E. DS1 Special Features and Functions

Channel Transmission Parameters -

No charge for settings specified in the Customer Service Contract.

Subsequent changes subject to Additional Labor and Engineering charges per Section 5 preceding and Section 8 following.

F. All Other Special Features and Functions

ICB

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SECTION 6 (Cont.)

6.3 RATES AND CHARGES (Cont.)

6.3.2. DS3 Private Line Transport

A. DS3 Chan Term

	NRC		MRC	
	Maximum	Effective	Maximum	Effective
1Yr	\$300.00	\$250.00	\$2,500.00	\$1,260.00
3Yr	\$300.00	\$250.00	\$2,250.00	\$1,134.00
5Yr	\$300.00	\$250.00	\$2,125.00	\$1,071.00

B. DS1 Network Location Channel

	NRC		MRC	
	Maximum	Effective	Maximum	Effective
1Yr	\$75.00	\$25.00	\$20.00	\$ 9.00
3Yr	\$75.00	\$25.00	\$18.00	\$ 8.10
5Yr	\$75.00	\$25.00	\$17.00	\$ 7.65

C. DS3 Transport Channel-Fixed

	NRC		MRC	
	Maximum	Effective	Maximum	Effective
1Yr	\$300.00	\$250.00	\$500.00	\$300.00
3Yr	\$300.00	\$250.00	\$450.00	\$270.00
5Yr	\$300.00	\$250.00	\$425.00	\$255.00

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	<u>0-20</u>	<u>20-50</u>	<u>50-100</u>	<u>100+</u>
1Yr	\$400/Mi	\$400/Mi	\$400/Mi	\$400/Mi
3Yr	\$360/Mi	\$360/Mi	\$360/Mi	\$360/Mi
5Yr	\$340/Mi	\$340/Mi	\$340/Mi	\$340/Mi

2. Effective

	<u>0-20</u>	<u>20-50</u>	<u>50-100</u>	<u>100+</u>
1Yr	\$297/Mi	\$297/Mi	\$297/Mi	\$297/Mi
3Yr	\$268/Mi	\$268/Mi	\$268/Mi	\$268/Mi
5Yr	\$253/Mi	\$253/Mi	\$253/Mi	\$253/Mi

E. DS3 Special Features and Functions**Channel Transmission Parameters**

No charge for settings specified in the Customer Service Contract.

Subsequent changes subject to Additional Labor and Engineering charges per Section 5 preceding and Section 8 following.

F. All Other Special Features and Functions

ICB

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SECTION 6 (Cont.)

6.3 RATES AND CHARGES (Cont.)

6.3.3. OCn Private Line Transport

Provided under Special Construction

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INTRASTATE EXCHANGE ACCESS

SECTION 7 -- LOCAL EXCHANGE ACCESS SERVICE**7.1. GENERAL**

Local Exchange Access Service provides a transmission path to connect Customer designated premises, to the Company network where bridging, multiplexing or connections to other services (e.g., Internet Access Service, Private Line Transport, etc.) or functions are performed, or to other Customer designated premises.

The connections provided by Local Exchange Access Service are digital transmission paths. Digital connections are differentiated by bit rate.

7.1.1. Channel Types

There are various types of channels used to provide Local Exchange Access Services. Each type has its own characteristics and are subdivided by one or more of the following:

- Transmission specifications,
- Bandwidth,
- Speed (i.e., bit rate),

Customers can order a basic channel and select from a list of available transmission parameters and channel interfaces.

For purposes of ordering channels, each has been identified as a type of Local Exchange Access Service. However, such identification is not intended to limit a Customer's use of the channel nor to imply that the channel is limited to a particular use.

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INTRASTATE EXCHANGE ACCESS

SECTION 7 (Cont.)**7.1 GENERAL (Cont.)****7.1.1 Channel Types (Cont.)**

The Customer also has the option of ordering digital High Capacity facilities (e.g., 1.544 Mbps or higher) to a Company network location for multiplexing to individual channels of a lower capacity or bandwidth. Descriptions of the types of multiplexing available is set forth in Section 6.2.XX. Other types of multiplexing is available on an ICB basis. In a multiplexing arrangement, the Customer may specify certain features for the individual channels derived from the facility to further tailor the channel to meet specific communications requirements. Optional features not inherent in the equipment used to provide Private Line Access service may be obtained on an ICB basis.

Optional features may be added to any Local Exchange Access service. Following is a brief description of each type of channel.

A. Digital Channel Services**DS1 Service**

A high capacity channel for the transmission of isochronous serial digital data at a rate of 1.544 or 3.152 Mbps.

DS3 Service

A high capacity channel for the transmission of isochronous serial digital data at a rate of 44.736 Mbps.

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INTRASTATE EXCHANGE ACCESS

SECTION 7 (Cont.)**7.1 GENERAL (Cont.)**

- 7.1.2. Each service consists of a basic channel to which a technical specifications package (customized or predefined), channel interface(s) and, when desired, optional features and functions are added to construct the service desired by the Customer. Each of the components of the service is described in this Section.
- 7.1.3. Customized technical specifications packages will be provided where technically feasible. If the Company determines that the requested parameter specifications are not compatible, the Customer will be advised and given the opportunity to change the order.
- 7.1.4. When a customized channel is ordered, the Customer will be notified whether Additional Engineering Charges apply. In such cases, the Customer will be given an estimate of the hours to be billed before any further action is taken on the order.
- 7.1.5. The channel description specifies the characteristics of the basic channel and indicates whether the channel is provided between Customer designated premises or between a Customer designated premises and a Company network location where bridging, multiplexing, or other functions are performed.
- 7.1.6. Channel interfaces at each point of termination on a two-point service may be symmetrical or asymmetrical. On a multipoint service they may also be symmetrical or asymmetrical. However, communications can only be provided between points of termination with compatible channel interfaces. Only certain channel interfaces are compatible. The Company will coordinate with customer to establish compatible channel interfaces for the service(s) being provided.
- 7.1.7. Industry standard publications will provide the basis for determining channel compatibility.
- 7.1.8. **Ordering Options and Conditions**
- Local Exchange Access Service is ordered under the Service Order provisions set forth in Section 5, preceding. Also included in that Section are other charges, which may be associated with ordering Local Exchange Access Service (e.g., Cancellation Charges, etc.).

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INTRASTATE EXCHANGE ACCESS

SECTION 7 (Cont.)**7.2. RATING INFORMATION****7.2.1. Rate Categories****A. Rate Elements**

The four basic rate categories which apply to all Local Exchange Access Service are:

- Channel Terminations (described in a., following)
- Network Connecting Channels (described in b., following)
- Transport Channels (described in c., following)
- Optional Features and Functions

1. Channel Termination

The Channel Termination rate category provides for the communications path between Customer designated premises and a Company network location. Included as part of the Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the service is to be connected and the type of signaling capability, if any. The signaling capability itself is provided as an optional feature as set forth in d., following. One Channel Termination charge applies per Customer designated premises at which the channel is terminated. This charge will apply even if the Customer-designated premises is collocated in the same building as the Company network location.

2. Network Connecting Channels

The Network Connecting Channel rate category provides for connections within the same Company Network location between the Local Exchange Access, Channel Termination and other services provided by the Company. One Network Connecting Channel charge applies per connection made.

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SECTION 7 (Cont.)**7.2 GENERAL (Cont.)****7.2.1 Rate Categories (Cont.)****7.2.1.A Rate elements (Cont.)****3. Transport Channel**

The Transport Channel rate category provides for the transmission facilities between the Company Network locations associated with two Customer-designated premises, between a Company Network location associated with the Customer designated premises and another Company Network location or between two Company Network locations. The Transport Channel rates are developed using a fixed component and a mileage component.

4. Optional Features and Functions

The Optional Features and Functions rate category provides for optional features and functions which may be added to a Local Exchange Access Service to improve its quality or utility to meet specific communications requirements. These are not necessarily identifiable with specific equipment, but rather represent the results in terms of performance characteristics which may be obtained. These characteristics may be obtained by using various combinations of equipment. Although the equipment necessary to perform a specified function may be installed at various locations along the path of the service, they will be charged for as a single rate element.

Examples of Optional Features and Functions that are available include, but are not limited to, the following:

- Signaling Capability
- Hubbing Functions
- Clear Channel Capability
- Line Power
- Central Office Multiplexing
- Network Location Multiplexer to Multiplexer Connecting Arrangement

Descriptions for the available Optional Features and Functions are set forth in each service's Section.

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INTRASTATE EXCHANGE ACCESS

SECTION 7 (Cont.)**7.2 GENERAL (Cont.)****7.2.2. Types of Rates and Charges**

There are two types of rates and charges. These are monthly rates and nonrecurring charges. The rates and charges are described as follows:

A. Monthly Rates (MRC)

Monthly rates are flat recurring rates that apply each month or fraction thereof that a Local Exchange Access Service is provided. For billing purposes, each month is considered to have 30 days. Partial month charges incurred during the first and last month of any Customer Service Contract are prorated using a 30 day month.

B. Nonrecurring Charges (NRC)

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for Local Exchange Access Service are installation of service, installation of optional features and functions, service rearrangements, order modifications, Expedited Order charges, Additional Labor charges, Additional Engineering charges and NRCs associated with Special Construction.

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INTRASTATE EXCHANGE ACCESS

SECTION 7 (Cont.)

7.3. RATES AND CHARGES

All rates and charges quoted herein are the maximum amounts for which the Company will provide service when and only when the Company has facilities available for provisioning all elements of the Service Ordered. When facilities are not available, Special Construction charges will apply and service will be provided pursuant to a Customer Specific Contract without reference to the rates quoted in this tariff.

7.3.1. DS1 Local Exchange Access

A. DS1 Chan Term

	NRC		MRC	
	Maximum	Effective	Maximum	Effective
1Yr	\$300.00	\$250.00	\$200.00	\$90.00
3Yr	\$300.00	\$250.00	\$180.00	\$82.00
5Yr	\$300.00	\$250.00	\$170.00	\$76.50

B. DS1 Network Location Channel

	NRC		MRC	
	Maximum	Effective	Maximum	Effective
1Yr	\$50.00	\$ 8.00	\$10.00	\$ 8.00
3Yr	\$50.00	\$ 8.00	\$ 8.00	\$ 7.20
5Yr	\$50.00	\$ 8.00	\$ 7.00	\$ 6.80

C. DS1 Transport Channel-Fixed

	NRC		MRC	
	Maximum	Effective	Maximum	Effective
1Yr	\$300.00	\$250.00	\$120.00	\$56.00
3Yr	\$300.00	\$250.00	\$108.00	\$50.40
5Yr	\$300.00	\$250.00	\$102.00	\$47.60

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INTRASTATE EXCHANGE ACCESS**SECTION 7 (Cont.)****7.3 RATES AND CHARGES(Cont.)****7.3.1 DS1 Local Exchange Access (Cont.)****D. DS1 Transport Channel-Mileage; MRC**

	1. Maximum			
	<u>0-20</u>	<u>20-50</u>	<u>50-100</u>	<u>100+</u>
1Yr	\$20/Mi	\$20/Mi	\$20/Mi	\$20/Mi
3Yr	\$18/Mi	\$18/Mi	\$18/Mi	\$18/Mi
5Yr	\$17/Mi	\$17/Mi	\$17/Mi	\$17/Mi
	2. Effective			
	<u>0-20</u>	<u>20-50</u>	<u>50-100</u>	<u>100+</u>
1Yr	\$9.60/Mi	\$9.60/Mi	\$9.60/Mi	\$9.60/Mi
3Yr	\$8.64/Mi	\$8.64/Mi	\$8.64/Mi	\$8.64/Mi
5Yr	\$8.16/Mi	\$8.16/Mi	\$8.16/Mi	\$8.16/Mi

E. DS1 Special Features and Functions**Channel Transmission Parameters**

No charge for settings specified in the Customer Service Contract.

Subsequent changes subject to Additional Labor and Engineering charges per Section 5 preceding and Section 8 following.

F. All Other Special Features and Functions

ICB

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INTRASTATE EXCHANGE ACCESS

SECTION 7 (Cont.)

7.3 RATES AND CHARGES(Cont.)

7.3.2. DS3 Local Exchange Access

A. DS3 Chan Term

	NRC		MRC	
	Maximum	Effective	Maximum	Effective
1Yr	\$300.00	\$250.00	\$2,500.00	\$1,260.00
3Yr	\$300.00	\$250.00	\$2,250.00	\$1,134.00
5Yr	\$300.00	\$250.00	\$2,125.00	\$1,071.00

B. DS1 Network Location Channel

	NRC		MRC	
	Maximum	Effective	Maximum	Effective
1Yr	\$75.00	\$25.00	\$20.00	\$ 9.00
3Yr	\$75.00	\$25.00	\$18.00	\$ 8.10
5Yr	\$75.00	\$25.00	\$17.00	\$ 7.65

C. DS3 Transport Channel-Fixed

	NRC		MRC	
	Maximum	Effective	Maximum	Effective
1Yr	\$300.00	\$250.00	\$500.00	\$300.00
3Yr	\$300.00	\$250.00	\$450.00	\$270.00
5Yr	\$300.00	\$250.00	\$425.00	\$255.00

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INTRASTATE EXCHANGE ACCESS

SECTION 7 (Cont.)

7.3 RATES AND CHARGES(Cont.)

7.3.2 DS3 Local Exchange Access (Cont.)

D. DS3 Transport Channel-Mileage; MRC

1.	Maximum			
	<u>0-20</u>	<u>20-50</u>	<u>50-100</u>	<u>100+</u>
1Yr	\$400/Mi	\$400/Mi	\$400/Mi	\$400/Mi
3Yr	\$360/Mi	\$360/Mi	\$360/Mi	\$360/Mi
5Yr	\$340/Mi	\$340/Mi	\$340/Mi	\$340/Mi
2.	Effective			
	<u>0-20</u>	<u>20-50</u>	<u>50-100</u>	<u>100+</u>
1Yr	\$297/Mi	\$297/Mi	\$297/Mi	\$297/Mi
3Yr	\$268/Mi	\$268/Mi	\$268/Mi	\$268/Mi
5Yr	\$253/Mi	\$253/Mi	\$253/Mi	\$253/Mi

E. DS1 Special Features and Functions**Channel Transmission Parameters**

No charge for settings specified in the Customer Service Contract.

Subsequent changes subject to Additional Labor and Engineering charges per Section 5 preceding and Section 8 following.

F. All Other Special Features and Functions

ICB

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INTRASTATE EXCHANGE ACCESS

SECTION 7 (Cont.)

7.3 RATES AND CHARGES(Cont.)

7.3.3. OCn Local Exchange Access

Provided under Special Construction

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INTRASTATE EXCHANGE ACCESS

SECTION 8 – MISCELLANEOUS CHARGES**8.1. ADDITIONAL ENGINEERING****8.1.1. GENERAL****A. Description**

Additional Engineering will be provided by the Company at the request of the customer only when:

- A customer requests additional technical information after the Company has already provided the technical information normally included on the Design Layout Report (DLR) as set forth in 6.1.4 and 7.1.4 preceding, or
- Additional engineering time is incurred by the Company to engineer a customer's request for a customized service or other services as set forth in 5.1.2.C., preceding.

B. Business Hours

Normal business hours are from Monday through Friday, 8:00 a.m. to 5:00 p.m. Hours before 8:00 a.m. and after 5:00 p.m., Monday through Friday, and all day Saturday, are considered overtime.

C. Regulations

The Company will notify the customer that additional engineering charges will apply before any additional engineering is undertaken.

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INTRASTATE EXCHANGE ACCESS

SECTION 8 (Cont.)

8.1 ADDITIONAL ENGINEERING (Cont.)

8.1.2. RATES AND CHARGES

A. Additional Engineering

Maximum NRC

Basic Time, per Engineer

- First ½ hour or fraction thereof \$51.00
- Each additional ½ hour or fraction thereof \$51.00

Overtime, per Engineer

- First ½ hour or fraction thereof \$75.00
- Each additional ½ hour or fraction thereof \$75.00

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INTRASTATE EXCHANGE ACCESS

SECTION 8 (Cont.)**8.2. ADDITIONAL LABOR****8.2.1. GENERAL****A. Description**

1. Additional Labor includes installations conducted during an Overtime situation and any other Labor incurred beyond that which is normally required in providing or maintaining service. Additional Labor applies when additional service(s) are requested by the Customer and agreed to by the Company.
2. Additional Labor charges may apply when Customer requests repair activities and the problem is found to exist in the Customer's equipment or in services provided to Customer by other Carriers.
3. Overtime installation is that Company installation effort requested by the customer outside of normal business hours.
4. Other labor is that additional labor not accounted for in the regulations governing any specific service. Other labor is incurred to accommodate a specific customer request that involves only labor, including testing and maintenance not covered by any other Section of this Tariff.
5. Additional Labor charges will be applied to any work activities undertaken by the Company relative to Section 2.1.5.B preceding.

B. Business Hours

Normal business hours are from Monday through Friday, 8:00 a.m. to 5:00 p.m. Hours before 8:00 a.m. and after 5:00 p.m., Monday through Friday, and all day Saturday, are considered overtime. Sundays and Holidays are premium time.

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INTRASTATE EXCHANGE ACCESS

SECTION 8 (Cont.)**8.2 ADDITIONAL LABOR (Cont.)****8.2.1 GENERAL (Cont.)****C. Regulations**

1. The Company will notify the customer that additional labor charges will apply before any additional labor is undertaken.
2. The labor charges apply per Company technician performing billable work at the customer's request except as specified in 5., following.
3. If multiple types of services are being ordered on one request, at a designated premises, all orders must specifically reference the original request.
4. When more than one technician is involved in working on a customer's request, the amount of time accrued by all technicians will be totaled to determine the number of 1/2 hour increments to be billed.
5. Only one first 1/2 hour increment applies per request.
6. The call-out of a Company employee at a time outside the employee's normally scheduled work period, is subject to a minimum charge of four hours.

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INTRASTATE EXCHANGE ACCESS

SECTION (Cont.)

8.2 ADDITIONAL LABOR (Cont.)

8.2.2. RATES AND CHARGES

A. Additional Labor

	<u>Maximum NRC</u>
Basic Time, per Technician	
- First ½ hour or fraction thereof	\$41.00
- Each additional ½ hour or fraction thereof	\$41.00
Overtime, per Technician	
- First ½ hour or fraction thereof	\$65.00
- Each additional ½ hour or fraction thereof	\$65.00

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