REGULATIONS AND SCHEDULES

of

Intrastate Interexchange and Competitive Local Exchange
Telephone Services
Applying to End-User Communications
Services within the
State of Arizona
Provided by:

ELECTRIC LIGHTWAVE, LLC DBA INTEGRA TELECOM

THIS TARIFF REPLACES ELECTIC LIGHTWAVE, LLC'S ARIZONA C.C. TARIFF NO. 1 IN ITS ENTIRETY

This Tariff contains the descriptions, regulations and rates applicable to the furnishing of telecommunications services provided by Electric Lightwave, LLC dba Integra Telecom ("Company") within the State of Arizona. This Tariff is on file with the Arizona Corporate Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 3540 Baseline Road, Phoenix, AZ 85042.

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DECISION #:____

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CHECK SHEET

The Title Sheet and Sheets 1 through 158 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s).

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Catherine Murray, Manager, Regulatory Affairs Electric Lightwave, LLC dba Integra Telecom 730 Second Avenue South, Suite 900 Minneapolis, MN 55402

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

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

- (C) To signify a <u>changed</u> regulation.
- To signify a <u>discontinued</u> rate or regulation.
- (I) To signify an increased rate.
- (M) To signify a move in the location of text.
- (N) To signify <u>new</u> rate or regulation.
- (R) To signify <u>reduced</u> rate.
- (T) To signify a change in text but no change in rate or regulation.

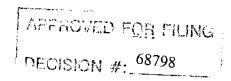
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TARIFF FORMAT

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



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APPLICATION OF TARIFF

This Tariff applies to intrastate interexchange and competitive local exchange telecommunications services and facilities offered within the State of Arizona by Electric Lightwave, LLC dba Integra Telecom ("Integra" or "Company").

Integra's Interexchange Services are interstate offerings with Customer's having the option of using the services for intrastate calls. Intrastate interexchange telecommunications services are offered in conjunction with, and as an adjunct to, the Company's interstate interexchange service offerings, and may not be obtained without subscribing to company's interstate interexchange services. Features, functions, volume discounts, term discounts, installation and monthly charges may be found among Integra's interstate rates and services, which may be accessed on Integra's web site, www.Integratelecom.com, or via Integra's Customer Service Department at care@Integratelecom.com or by calling toll free, 1-866-468-3472.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

ACCESS LINE - A line which connects a Customer to the central (switching point) office of an exchange through which local and long distance calls can be made.

ACCOUNT CODE – A Multidigit code, which can be used by Customers to assign accountabilities for a call. It can be used to identify users, project, etc.

ADDITIONAL LISTING - Any listing of a name or information in connection with a Customer's telephone number beyond that to which he is entitled without additional charge in connection with his regular service.

APPLICATION - A request made orally or in writing for telephone service.

AUTHORIZED USER - A person, firm or corporation (other than the Customer) on whose premise a telephone, Private Branch Exchange, or private line service or channel is located and who may communicate over such channels in accordance with the terms of the tariff.

BUSINESS SERVICE - Telephone service furnished to Customers where the actual or obvious use is principally or substantially of a business, professional, or occupational nature.

CALLED STATION - The terminating point of a call (i.e., the called number).

CALLING CARD - A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

CALLS – The term "calls" means telephone messages attempted by Customers or Users.

CARRIER - A corporation, association, partnership, or individual engaged in the business of furnished telephone service to the public under the jurisdiction of the Arizona Corporate Commission

CHANNEL - A path for communication between two or more stations, or Company offices, furnished in such a manner as Company may elect, whether by wire, radio or a combination thereof and whether or not by a single physical facility or route.

CIRCUIT - A channel used for the transmission of electrical energy in the furnishing of telephone and other communications service.

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COMMUNICATIONS SYSTEM - Channels and other facilities which are capable, when not connected to exchange telecommunications service, of two-way communications between Customer-provided terminal equipment or company stations.

COMPANY –Electric Lightwave, LLC dba Integra Telecom, the issuer of this Tariff.

COMMISSION – The Arizona Corporation Commission

CONNECTING ARRANGEMENT - The equipment provided by Company to accomplish the direct electrical connection of Customer-provided facilities with the facilities of Company or of facilities of Company with other facilities of Company.

CONNECTING COMPANY - A corporation, association, partnership or individual owning or operating one or more exchanges and with who communications services are interchanged.

CONNECTOR - See "Switch".

CONNECTION CHARGE - See "Service Connection Charge".

CONSTRUCTION CHARGE - A separate non-recurring charge made for the construction of facilities in excess of that contemplated under the rates quoted in the exchange tariffs.

CONTRACT - Refers to the agreement between a Customer and Company under which service and facilities are furnished in accordance with the applicable provisions of the Tariffs.

COST - The cost of labor and materials, which includes appropriate amounts to cover Company's general operating and administrative expenses.

CREDIT CARD - A valid bank or financial organization card, representing and account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

CUSTOMER - The person or entity in whose name service is rendered, as evidenced by the signature on the application or contract for that service, or by the receipt and/or payment of bills regularly issued in his name regardless of the identity of the actual user of the service.

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CUSTOMER-PROVIDED EQUIPMENT - Devices, apparatus, and/or associated wiring provided by a Customer.

CUT-OVER DATE (or INSTALLATION DATE) - the date when Company commences supplying telephone services pursuant to this Tariff.

DATA BANDWIDTH – a data transmission rate; the maximum amount of information (bits/second) that can be transmitted along a channel.

DEBIT CARD - A valid bank or financial organization card, representing both an account from which the costs of products and services purchased by the cardholder may be charged.

DEDICATED ACCESS - Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

DEMARCATION POINT - The point of connection, provided and maintained by the Telephone Company, at which the Telephone Company service and the property owner or Customer's facilities are connected. This Demarcation Point is to be mutually agreeable to the Telephone Company and the subscriber or property owner, and is normally located near the point where the Telephone Company facilities enter the building or property, on the subscriber's side of the Company's protector, or its equivalent.

For multiple buildings constructed on continuous business property, such as shopping centers, condominiums, industrial parks, and campuses, the Telephone Company may establish a single Demarcation Point or may designate one of the existing terminating connections on a property as a main Demarcation Point. Where feasible, one or more alternate Demarcation Points may be placed or reinforced by the Company at the request of the business Customer or property owner. Charges will be applied to cover additional costs of placing or reinforcing alternate Demarcation Points. The property owner or Customer is responsible for service on the Customer side of the Demarcation Point.

DIGITAL - A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

DIRECT CONNECTION - Connection of terminal equipment to the telephone network by means other than acoustic or inductive coupling.

DIRECT INWARD DIAL ("DID") - A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

DIRECT OUTWARD DIAL ("DOD") - A service attribute that allows individual station users to access and dial outside numbers directly.

DIRECTORY LISTING - A publication in the Company's alphabetical directory of information relative to a Customer's name or other identification and telephone number.

DISCONNECT OR DISCONNECTION - The termination of a circuit connection between the Originating Station and the Called Station or the Company's operator.

EMERGENCY SERVICE NUMBER ("ESN") - A unique code, assigned by the Company, used to define specific combinations of police, fire and/or ambulance jurisdictions, or any other authorized agency, which are designated by the Customer.

E911 CUSTOMER - A municipality, other state or local governmental unit or an authorized agent of one or more municipalities or other state of local government units to whom authority has been lawfully delegated. The Customer must be legally authorized to subscribe to the service and have public safety responsibilities by law to respond to telephone calls from the public for emergency police, fire or other emergency services within the telephone central office areas arranged for 911 calling.

END USER - Any Customer of telecommunications service that is not a carrier, except that a carrier shall be deemed to be an "end user" to the extent that such carrier uses a telecommunications service for administrative purposes, without making such service available to others, directly or indirectly.

EXCHANGE - An area, consisting of one or more central office districts, within which a call between any two points is a local call.

EXCHANGE ACCESS LINE - A central office line furnished for direct or indirect access to the exchange system.

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EXCHANGE SERVICE - The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

EXTENDED AREA SERVICE - Interexchange telephone service furnished at flat rate between one or more exchange areas.

FLAT RATE SERVICE - The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

INITIAL SERVICE PERIOD - The minimum length of time for which a Customer is obligated to pay for service, facilities, and equipment, whether or not retained by the Customer for such minimum length of time.

INTERCONNECTION - The method by which telecommunications facilities of the Company are arranged to transmit to, or receive information from, Customer-provided equipment.

INTERRUPTION - The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

ISDN/PRI BUSINESS SERVICE — An ISDN Primary Rate Interface Business Service connection operating at 1.544 MBPS that is time division multiplexed in 23B channels and one D channel. The B channels carry individual voice-grade telephonic communications, each of which can be used to place or received one call at a time, while the D channel handles signaling information.

JOINT USER SERVICE - An arrangement whereby an individual, firm or corporation whose telephone needs are not such as to justify the provision of separate Customer service is permitted to use the service of a Customer.

LATA - Local Access and Transport Area. "LATA" means one of the geographic local access and transport areas established as a result of the AT&T divestiture, 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..

LINE CONSTRUCTION CHARGES - The charges applied for additions to existing central office line facilities outside a Base Rate Area to provide service Applications for residence Customers.

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LOCAL CHANNEL - Applies to that portion of a channel which connects a station to an interexchanging channel. A channel connecting two or more stations within an exchange area.

LOCAL EXCHANGE CARRIER - A company which furnishes exchange telecommunications service.

LOCAL EXCHANGE SERVICE - Telephone communication within Exchange Areas in accordance with the provision of Company's Tariffs.

LOCAL MESSAGE - A completed communication between Customer's stations located within the same Exchange Area.

LOCAL SERVICE AREA - The area within which telephone service is furnished under a specific schedule of rates without the application of specific charges for each message.

MAINTENANCE VISIT CHARGE - A charge applied when a service difficulty or trouble report results from Customer provided equipment and/or inside wiring and not from the telephone company's facilities.

MARKET EXPANSION LINE (MEL) - A service that allows a Customer to obtain a telephone number which, when called, will automatically forward the call to another telephone number (any local or long distance telephone number, except a payphone). The originating telephone number identification is not provided to the MEL Customer.

MESSAGE RATE SERVICE - A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

MILEAGE - The measurement upon which charges are computed for extension, tie, private lines and for lines serving exchange stations located outside the base rate area or outside the central office area of the connecting central office.

MINIMUM CONTRACT PERIOD – see "Initial Service Period"

MONTHLY RECURRING CHARGE - A regular charge applied on a monthly basis for the services applied for under this Price List.

NETWORK - The Company's facilities, equipment, and services provided under this Tariff.

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NON-RECURRING CHARGE - A one-time charge associated with certain installations, change or transfer of services, either in lieu of or in addition to monthly recurring charges.

PREMISES - The space occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

SAME PREMISES - All space in the same building in which one subscriber has the right of occupancy, and all space in different buildings on contiguous property when occupied solely by the same subscriber. Foyers, hallways and other space for the common use of all occupants of a building are considered the premises of the operator of the building.

SERVICE(S) - All telecommunications services and other services related thereto provided by the Company to Customers or End Users.

STATION - Each telephone on a line where no telephone associated with the line is provided on the same premises and in the same building; the first termination in station key equipment or a jack for use with a portable telephone.

SUBSCRIBER - See Customer.

SUSPENSION - Interruption of services for any number of reasons, including, but not limited to nonpayment

T-1 or DS1 BUSINESS SERVICE – Service provided to business Customer. The connection operates at 1.544 MBPS that is time division multiplexed in 24 individual voice-grade telephonic communications channels, each of which can be used to place or received one call at a time.

TARIFF - The rates, charges, rules and regulations adopted and filed by Company with the Arizona Corporation Commission.

In the event that any of the definitions contained in this Section 1, conflict with a definition for the same term as set forth in A.A.C. Rule R14-2-501, Company adopts the definition contained in Rule R14-2-501.

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TELEPHONE COMPANY - See Carrier

TERMINATION CHARGE - A charge applied under certain conditions, when a contract for service is terminated by the Customer before the expiration of the minimum contract period.

TOLL CALL - Any call extending beyond the local exchange of the originating caller, which is rated on a toll schedule by the Company.

TOLL FREE SERVICE - A bulk-billed service, which provides a Customer, a monthly flat rated message service for incoming station-to-station calling from telephones within a preset calling area. This service is offered without charge to the dialing party.

TRUNK - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

TRUNK LINE - A circuit over which a Customer's messages are sent between two central offices or between a central office and a private branch exchange system.

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

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SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

- 2.1.1. Company's interexchange services are furnished for telecommunications originating and/or terminating within the State of Arizona, as provided in its Certificate of Authority.
- 2.1.2. Company's local exchange services are furnished for telecommunications originating and/or terminating in any area within the State of Arizona.
- 2.1.3. Company is a facilities-based provider of local exchange telecommunications to Customers for direct transmission and reception of voice, data, and other types of communications.
- 2.1.4. Company is a resale common carrier providing intrastate long distance toll telecommunication service to Customers for their direct transmission and reception of voice, data and other types of communications. Company provides outbound 1+, inbound Toll Free "800," and travel card services to Customers.
- 2.1.5. Company resells or otherwise provides access, switching, transport and termination services provided by exchange and interexchange carriers.
- 2.1.6. Provision of the Company's services is dependent upon the availability of suitable facilities for services. The facilities used to provide a particular service are chosen by the Company and are not represented to be suitable for any one service. The Company reserves the right to change underlying facilities, at the Company's sole option, provided there is no degradation to the services.
- 2.1.7. Customer's monthly charges for Company's service are based on the total time Customer actually uses the service.
- 2.1.8. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.9. Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer.
- 2.1.10. This Tariff shall be interpreted and governed by the laws of the State of Arizona without regard for the State's choice of laws provision.

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2.2. LIMITATIONS OF SERVICE

- 2.2.1 Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.2.2. Company reserves the right to immediately disconnect service without notice, without incurring liability pursuant to the provisions A.A.C. R14-2-509 B., Termination of Service Without Notice.
- 2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission of for failure to establish connections.
- 2.2.4. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.5. Prior written permission from the Company is required before any assignment or transfer of the service or any rights associated with the service. Transfer may be permitted if the Customer has paid all charges owed to the Company. Transfers will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges will apply, as stated elsewhere in this Tariff. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.



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2.2. LIMITATIONS OF SERVICE, Continued

- 2.2.7 The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff or Company's policies and procedures until the indebtedness is satisfied.
- 2.2.8. Company may limit communications over its facilities during emergencies, which may result in a shortage of facilities.
- 2.2.9. The Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.
- 2.2.10 The Company reserves the right to discontinue service when necessitated by conditions beyond its control or when the Customer's use of the service is in violation of the provisions of this Tariff or in violation of state law.

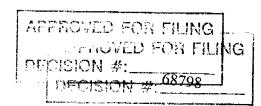
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2.3. CUSTOMER'S USE OF SERVICE

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited. Services are designed primarily for business or commercial use. Services are not intended for resale unless specifically offered, ordered and designated by Integra as "For Resale."
- 2.3.2. Customers may transmit or receive information or signals via the Company's facilities. Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Tariff. A Customer may transmit any form of signal that is compatible with Company's equipment, but Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this Tariff.
- 2.3.3. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier, shared tenant or multitenant provider. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service. This provision does not prohibit any other joint use arrangement permitted by Commission rules and/or Arizona State law.
- 2.3.4. Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.3.5. The Company strictly prohibits use of the Company's services without payment or by an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.



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- 2.3. **CUSTOMER'S USE OF SERVICE**, Continued
- 2.3.6. Service will not be used to call another person so frequently or at such times of day or in any manner so as to annoy, abuse, threaten or harass the called party.
- 2.3.7. Service will not be used in any manner, which interferes with other persons in the use of their service, prevents other persons from using their service or otherwise impairs the quality of service to other Customers.
- 2.3.8. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service, and such person(s) shall be the authorized person(s) on the account for services for the purpose of changing services or any activity or notice on the account or relative to the services.

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2.4. APPLICATION FOR SERVICE

- 2.4.1. A Customer desiring to obtain Service must complete the appropriate service order form and/or service agreement, and submit the service order and/or service agreement in compliance with Company subscription requirements as may be established from time to time.
- 2.4.2. The name(s) of the Customer(s) desiring to use the Service must be set forth in the application or service agreement.
- 2.4.3. Company reserves the right to refuse an application for Service made by a present or former Customer who is indebted to Company for Service previously rendered pursuant to this Tariff until the indebtedness is satisfied.
- 2.4.4. Request for Service under this Tariff will authorize Company to conduct a credit search on the Customer. Company reserves the right to refuse Service on the basis of credit history and to refuse further Service due to late payment or nonpayment by the Customer.
- 2.4.5. Where the Customer cancels an application for Service; a cancellation charge will apply as specified elsewhere in this Tariff.
- 2.4.6. Company may require an applicant for Service, who intends to use Company's offerings for resale and/or for shared use, to file a letter with Company confirming that the applicant's use of Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

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2.5. SPECIAL CONSTRUCTION

- 2.5.1. Subject to the Company's agreement and to the provisions of this Tariff, special construction of facilities may be undertaken on a reasonable effort 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;
 - В. Of a type other than that which Company would normally utilize in the furnishing of its services;
 - C. Over a route other than that which Company would normally utilize in the furnishing of its services;
 - In a quantity greater than that which Company would normally construct; D.
 - E. On an expedited basis;
 - F. On a temporary basis until permanent facilities are available;
 - G. Involving abnormal costs; or
 - H. In advance of its normal construction
- 2.5.2. Special Assemblies of Equipment or Speculative Projects, for which provision is not otherwise made in this Tariff or those involving unusual costs, may be provided where practicable, if not detrimental to any of the services furnished by Company.

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- 2.5. SPECIAL CONSTRUCTION, Continued
- 2.5.3. The charge for such facilities may be in the form of an installation charge, a monthly charge, a termination charge or any combination thereof, and will include, but not limited to, when applicable, one or more of the following estimated expense items associated with the special equipment or service provided:
 - A. Maintenance expense;
 - B. Depreciation expense including reusable and non-recoverable items;
 - C. Administration expense;
 - D. Taxes including Federal Income Tax;
 - E. Any other specific items of expense that may be associated with the facility provided;
 - F. A reasonable return on investment.
- 2.5.4. The estimated installation cost used in the derivation of the various expense items shall include but not be limited to, the following:
 - A. Material;
 - B. Material overhead;
 - C. Installation labor;
 - D. Installation labor overhead
- 2.5.5. In connection with Marketing and Sales studies or programs, or promotional offerings, Company reserves the right to waive Service Charges within specified areas for such periods of time as designated by Company. Notice of such studies, programs or promotional offerings shall be filed with the Commission.

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2.6. LIMITATION OF COMPANY'S LIABILITY

- 2.6.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. No other liability shall in any case attach to the Company. The above described remedies in favor of Customer are exclusive and in no event shall Company, its employees, officers, agents and employees' agents be liable for or responsible to Customer or any other person or entity with respect to any other liability, loss or damage, arising out of, caused or alleged to be caused, directly or indirectly, by Company, including but not limited to any death, bodily injury, or interruption of service, loss of business or profits or any indirect, incidental, special or consequential damages.
- 2.6.2. Company shall not be liable for, and the Company shall be indemnified, defended and held harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for:
 - A. Acts, omissions, or negligence of other companies when their facilities are used in connection with Company's facilities to provide service, or for the unavailability or any delays in the furnishing of any services or facilities, which are provided by other companies;
 - B. Any defacement or damage to the Customer's premises or equipment resulting from the existence of Company's instruments, apparatus and associated wire on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of Company, or its employees;

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2.6. LIMITATION OF COMPANY'S LIABILITY, Continued

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2.6.2. Continued

- C. Except as provided in Section 2.14, *infra*, failure of performance hereunder due to causes beyond its control, including but not limited to fire, flood, or other catastrophes; Acts of God; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, order by request of the United States Government, or any other government including state and local governments having any jurisdiction over Company or the services provided hereunder; national emergencies, civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over Company;
- D. Act or omission of any other entity furnishing to the Customer facilities or equipment used with the Service furnished hereunder; nor shall Company be liable for any damages or losses due in whole or in part to the fault or negligence of the Customer or due in whole or in part to the failure of Customer-provided equipment or facilities;
- E. Liability for failure to provide service or any delays in the furnishing of any services or facilities;
- F. Any charges or costs incurred by Customer for use of another carrier's services whether caused by failure of Company's equipment or service or otherwise;
- G. Providing listing information to any Local Exchange Carrier ("LEC") for inclusion in LEC directories. Company is not responsible for publication of any directories. No liability for damages arising from errors and/or omissions of directory listings, or listings obtained from the directory assistance operator shall attach to Company;

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2.6. LIMITATION OF COMPANY'S LIABILITY, Continued

ORIGINAL

2.6.2. Continued

- H. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising directly or indirectly from the material, data, information or other content transmitted over Company facilities or the use thereof, claims for infringement of patents arising from combining facilities furnished by Company with, or using the facilities in connection with, apparatus and systems of the Customer and all other claims arising out of any act or omission of the Customer in connection with facilities provided by Company.
- I. Any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or Service provided by the Company;
- J. Any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, delayed installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence;
- K. For any personal injury to or death of any person or persons;
- L. Any act or omission of: (1) the Customer, (2) any other entity furnishing Service, equipment or facilities for use in conjunction with Services or facilities provided by the Company, or (3) common carriers or warehousemen;
- M. Any errors omissions, whether arising through negligence or otherwise, in the information furnished to Directory Assistance.

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2.6. LIMITATION OF COMPANY'S LIABILITY, Continued



2.6.2. Continued

- N. Any unlawful or unauthorized use of the Company's facilities and Services;
- O. Breach in the privacy or security of communications transmitted over the Company's facilities;
- P. Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of the Company's negligence;
- Q. 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;
- R. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- S. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- T. Any non-completion of calls due to network busy conditions;
- U. Any calls not actually attempted to be completed during any period that service is unavailable.
- V. Service, facilities, or equipment, which the Company does not furnish.
- W. Any and all other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

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2.6. LIMITATION OF COMPANY'S LIABILITY, Continued

- 2.6.3. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.6.4. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.6.5. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Arizona law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.

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2.6. LIMITATION OF COMPANY'S LIABILITY, Continued

- 2.6.6. The Company shall not be liable for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.
- 2.6.7. In the absence of gross negligence or willful misconduct, and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.
- 2.6.8. With respect to Emergency Number 911 Service:
 - This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. Integra is not responsible for and will not make any changes or submit updates to E911/911 Databases for any services other than an emergency response location per billing telephone number. otherwise agreed, Company will provide Customer with the network connection and be responsible for providing the appropriate Public Safety Answering Point telephone number, name address, and location information, for one emergency response location per billing telephone number for the DS1 and PRI level service and one emergency response location per billing telephone number for the DS0 level of service and one Customer will be responsible for providing all other E-911/911 services as required by the Rules, including, but not limited to agreements with, and network or other connection to, the local PSAPs. Customer will maintain the necessary databases and update and transfer the Automatic Location Identification ("ALI") to the appropriate PSAPs. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer, or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service; or (2) installation, operation, failure to operate, maintenance, removal, presence, condition Milator For the or any equipment and facilities furnishing this service.

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2.6. LIMITATION OF COMPANY'S LIABILITY, Continued

2.6.8. Continued

- B. The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Emergency 911 Service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 Service, and which arises out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
- 2.6.9. 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.
- 2.6.10. Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.6.11. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

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2.6. LIMITATION OF COMPANY'S LIABILITY, Continued

- 2.6.12. The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- 2.6.13. 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.
- 2.6.14. IN NO EVENT WILL THE COMPANY OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE PRODUCT OR EQUIPMENT EVEN IF THE COMPANY OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall the Company's or its suppliers' liability to the Customer, whether in contract, tort (including negligence), or otherwise, exceed the price of the equipment paid by the Customer. The foregoing limitations shall apply even if the standard of the Company's warranty or its suppliers fails of its essential purpose.
- 2.6.15. Company shall not be liable for any errors or omissions, whether arising through negligence or otherwise, in the information furnished to Directory Assistance; and the Customer shall indemnify and save Company harmless against all claims and reasonable attorney's fees) that may arise from the use of such information.

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2.6. LIMITATION OF COMPANY'S LIABILITY, Continued

- 2.6.16. With respect to Directory Listing Service:
 - A. In the absence of gross negligence or willful misconduct, Company has no liability for damages arising from errors, mistakes in or omissions of directory listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof.
 - B. Company's liability arising from errors or omissions in directory listings will be limited to the amount of actual impairment to the Customer's Service and in no event will exceed one-half (1/2) the amount of the fixed monthly charges applicable to Service affected during the period covered by the directory in which the error or omission occurs.
 - C. As part of providing any private listing or semi-private listing Services, Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number which includes the number of the party called. Company will try to prevent the disclosure of unpublished listings, but will not be liable in any manner should such a number be divulged.
 - D. When a Customer with a non-published telephone number places a call to the Emergency 911 Service, Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service. By subscribing to Service under this Tariff, the Customer agrees to the release of such information under the above provision.

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2.7. LIABILITY OF THE CUSTOMER

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2.7.1. General Liabilities of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, 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 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 attorney's fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- D. The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by the negligent or willful acts of the Customer, Users, or others, by improper use of the Services, or by use of equipment provided by the Customer, Users, or others.

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2.7. LIABILITY OF THE CUSTOMER

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- 2.7.1. General Liabilities of the Customer, Continued
 - E. The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
 - F. Customer will indemnify and harmless Company, officers, directors, affiliated companies, employees, agents and subcontractor from all liabilities, claims, or damages arising out of personal injury or death or property related to Customer's failure to meet 911/E911 requirements.
- 2.7.2. Liability of the Customer for Unauthorized Use of the Network
 - A. Unauthorized Use of the Network
 - 1. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's Services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's Services provided under this Tariff, or uses specific services that are not authorized.
 - 2. The following activities constitute fraudulent use:
 - (a) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 - (b) Using or attempting to use the Network with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;

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2.7. LIABILITY OF THE CUSTOMER, Continued

- 2.7.2. Liability of the Customer for Unauthorized Use of the Network, Continued
 - A. Unauthorized Use of the Network, Continued
 - 2. Continued
 - (c) Toll free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
 - (d) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
 - 3. Customers are advised that use of telecommunications equipment and Services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll, PBX, and Centrex "clip-on" fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff. Furthermore, Customers must notify the Company in writing of unauthorized use or charges appearing on the Customer's bill. All charges shall be deemed correct and authorized if such notice is not received by the Company within thirty (30) days from the date of issuance of the Customer's bill.

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2.7. LIABILITY OF THE CUSTOMER, Continued

- 2.7.2. Liability of the Customer for Unauthorized Use of the Network, Continued
 - B. Liability for Unauthorized Use
 - 1. Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for Services provided under this Tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
 - 2. The Customer is responsible for payment of all outbound call charges arising from calls placed to a Customer's 800 service number, whether or not such calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.
 - 3. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including Service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages. The Company will take reasonable steps, upon verbal or written notification that fraud has occurred, or is believed to have occurred, to assist the Customer in identifying the nature and/or source of the fraud, and in terminating the fraudulent use of the Customer's service. The Company will also assist the Customer in facilitating changes in phone number, and assist the Customer in identifying perpetrator(s) of the fraud for purposes of pursuing civil remedies.
 - 4. The Customer is responsible for payment of any charges related to the suspension and/or termination of Service, and any charges for reconnection of Service, incurred as a result of unauthorized use of the Network.

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2.7. LIABILITY OF THE CUSTOMER, Continued

- 2.7.2. Liability of the Customer for Unauthorized Use of the Network, Continued
 - C. Liability for Calling Card Fraud
 - 1. The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Calling Card, provided that the unauthorized use occurs before the Company has been notified.
 - 2. The Customer must give the Company notice that unauthorized use of a Calling Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives a written confirmation that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons.
 - 3. The limitations on Customer liability in this subsection shall not apply to pre-paid or debit cards.
 - D. Liability for Credit Card Fraud

The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Credit Card. The liability of the Customer for unauthorized use of the Network by Credit Card fraud may be limited by state or federal law, and the Customer shall seek indemnification from the organization or company issuing such card for unauthorized use thereof.

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2.8. PROVISION OF EQUIPMENT AND FACILITIES

- 2.8.1. The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provisioned equipment is connected to the facilities furnished under this Tariff, the responsibility of the Company will be limited to the furnishing of facilities offered pursuant to this Tariff. Beyond this responsibility, the Company will not be responsible for:
 - A. The transmission of signals to Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - B. The reception of signals by Customer-provided equipment; or
 - C. Network control signaling when performed by Customer-provided network control signaling equipment.
- 2.8.2. Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to, rearrange, disconnect, remove, and attempt to repair, or otherwise interfere with any of the facilities or equipment installed by Company, except upon the written consent of Company.
- 2.8.3. Company shall not be responsible to the Customer or any other person or entity if changes in the criteria, or in any of Company's facilities, operations or procedures render Customer provided facilities obsolete or cause Customer provided facilities to require modification or alteration, or otherwise affect the use or performance of Customer provided facilities. Where it is reasonably foreseeable to Company that such changes may affect Customer-provided facilities, Company shall provide reasonable notice.
- 2.8.4. Unless otherwise specified in this Tariff, the Company will provide facilities for Services to the Demarcation Point on the property where the Customer is served. Customer or property owner is responsible for the installation and maintenance of all facilities on the Customer side of the Demarcation Point.

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2.8. PROVISION OF EQUIPMENT AND FACILITIES, Continued

- 2.8.5. 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. Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer except as provided by contract.
- 2.8.6. 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.
- 2.8.7. At the request of the Customer, installation or maintenance may be performed outside of 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 by the Company will apply. If installation or maintenance 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.
- 2.8.8. Facilities furnished by Company remain the property of Company until transferred or abandoned.

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2.9. CUSTOMER RESPONSIBILITIES

- 2.9.1. The Customer is responsible for the payment of all charges for services furnished to the Customer and for all additional charges for calls the Customer elects to continue making.
- 2.9.2. The Customer is responsible for compliance with applicable regulations set forth in this Tariff.
- 2.9.3. The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.
- 2.9.4. Customer shall provide and maintain at its own expense terminal equipment on the Customer's premise and the electric power consumed by such equipment. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.
- 2.9.5. 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 voltage and currents impressed on Company-provided equipment and wiring by the connection, operations, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by Company at the Customer's expense.
- 2.9.6. In the event Company incurs fees or expenses, including attorncy's fees, to collect; or attempt to collect, any charges owed Company by Customer, including charges alleged to have resulted from fraud or abuse of Customer's service, the Company shall charge Customer all such fees and expenses, including Company's reasonable attorney's fees, incurred to collect or to attempt to collect its charges, and Company shall be entitled to recover such fees or expenses irrespective of whether it prevails in any legal action brought to collect its charges, all in accordance with and subject to the following additional legal requirements.

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2.9. CUSTOMER RESPONSIBILITIES, Continued

- 2.9.7. In accordance with the "filed tariff doctrine," as established by judicial and regulatory decisions and precedents, Customer shall pay all charges due and owing irrespective of any claims of loss, liability, set off, damages, or other claims against Company to which Customer may claim to be entitled, the duty to pay such charges shall arise upon the demand for payment by Company and shall not be delayed or deferred by the commencement of any legal or equitable action by either Customer or Company in connection with such charges incurred under this Tariff.
- 2.9.8. The Customer is responsible for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User, with these regulations; or by fire or theft or other casualty on the Customer Premises or the premises of any User, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 2.9.9. The Customer is responsible for providing, at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 2.9.10. The Customer is responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Services to the Customer from the cable building entrance or property line to the location of the building equipment space. Any and all costs associated with the obtaining and maintaining 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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2.9. **CUSTOMER RESPONSIBILITIES**, Continued

- 2.9.11. The Customer is responsible for providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work.
- 2.9.12. The Customer is responsible for complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the locations of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under other provisions of this Tariff; 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 facilities or equipment of the Company.
- 2.9.13. The Customer is responsible for not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities.
- 2.9.14. The Customer is responsible for making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.
- 2.9.15. The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company, at times mutually acceptable to Company and Customer, to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities, without charge to the Company.

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Issued By:

Sheila Harris, Manager, Government Affairs Electric Lightwave, LLC dba Integra Telecom 1201 Northeast Lloyd Blvd. Suite 500 Portland, OR 97232

ORIGINAL

- 2.9. CUSTOMER RESPONSIBILITIES, Continued
- 2.9.16. The Customer is responsible for notifying Company of any interruptions of service.
- 2.9.17. The Customer is responsible for placing any necessary orders; for complying with Tariff regulations; for the placement of any stickers or tent cards provided by the Company or as required by law; and for assuring that Users comply with Tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to Services provided or made available by the Customer to Users. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- 2.9.18. The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.9.19. The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or Services, that the signals emitted into the Company's Network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Tariff, and that the signals do not damage equipment, injure personnel, or degrade Service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices.

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

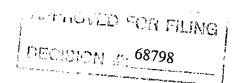
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- 2.9. CUSTOMER RESPONSIBILITIES, Continued
- 2.9.20. The Customer is responsible for returning any Company-owned equipment to the Company, in good working condition, within five (5) days after Service is discontinued.
- 2.9.21. The Customer is responsible for paying for the loss through theft of any Company equipment installed at Customer's premises.





2.10. ESTABLISHMENT OF CREDIT

- 2.10.1. Company, in order to ensure payment of its charges for Service or for loss of or damage to Company property, will require Applicants and Customers to establish and maintain credit. The establishment or re-establishment of credit as provided in this Section does not relieve an applicant or Customer from compliance with other provisions of this Tariff as to the payment of bills and in no way modifies the Sections regarding disconnection and termination of Service for failure to pay bills due for Service furnished.
- 2.10.2. Company may require any applicant or Customer to establish and maintain credit in one of the following ways:
 - A. Demonstrating credit satisfactory to Company by providing information pertinent to the applicant's or Customer's credit standing;
 - B. Providing a suitable Letter of Guarantee in writing, in a form presubscribed by Company as set forth in A.A.C. rule R14-2-503 B. 6.1.c; or
 - C. Paying a cash deposit.

Company may determine, in its sole discretion, whether or not a particular reference or guarantee in writing would be acceptable as a substitute for demonstrating satisfactory credit.

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2.10. ESTABLISHMENT OF CREDIT, Continued

- 2.10.3. Company will extend credit to an applicant for new Service without a deposit if the applicant has verifiable previous or existing telephone service with any telephone company in the United States for at least twelve (12) months, and the payment record is made available and the account history is satisfactory. The payment record of an account will be deemed satisfactory if the previous or existing service was not discontinued for nonpayment within the past twelve (12) months.
- 2.10.4. To safeguard its interests, Company may require a Customer to make an advance payment before Services are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's recurring charges for the Service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges for a period to be set between Company and the Customer (if any). The advance payment will be credited to the Customer's initial bill. An advance payment will be required in addition to a deposit.

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2.11. **DEPOSITS**

- 2.11.1. Company reserves the right to require all Customers to establish credit worthiness to the Company's reasonable satisfaction pursuant to A.A.C. Rule R14-2-503 B. Upon application for service, Customer shall be deemed to have authorized Company to obtain utility service credit information and verification in conformity with Section
- 2.11.2. Company shall not require a deposit from a new applicant for residential service if the applicant is able to meet any of the following requirements:
 - A. The Applicant has had continuous telephone service of a comparable nature with the utility at another service location within the past 2 years and was not delinquent in payment more than once during the last 12 consecutive months or disconnected for nonpayment. or
 - B. The applicant can produce a letter regarding credit or verification from a telephone utility where service of a comparable nature was last received which states: Applicant had a timely payment history at time of service discontinuation, and Applicant has no outstanding liability from prior service
- 2.11.3. The Company shall issue a nonnegotiable receipt to the applicant for the deposit. The inability of the customer to produce such a receipt shall in no way impair his right to receive a refund of the deposit which is reflected on the Company's records.
- 2.11.4. The Company will pay interest on all deposits made for the purpose of establishing credit at a percentage rate of 4.9 percent. This rate will be adjusted annually, if necessary, based on the effective interest rate of bank deposits on December 1 of each year.
- 2.11.5. Residential deposits and accrued interest to be refunded after 12 months of service if the customer has not been delinquent in the payment of utility bills or applied to the closing bill upon discontinuance of service.
- 2.11.6. Company may require a residential Customer to establish a deposit if the customer becomes delinquent in the payment of 2 or more bills within a 12-consecutive-month period or has been disconnected for service during the last 12 months.

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2.11. DEPOSITS, Continued

- 2.11.7. The amount of a deposit required by Company shall be determined according to the following terms:
 - A. Residential Customer deposits shall not exceed 2 times that customer's estimated average monthly bill or the average monthly bill for the customer class for that customer which ever is greater.
 - B. Nonresidential Customer deposits shall not exceed 2 1/2 times that customer's estimated maximum monthly bill.
 - C. Company may review the Customer's usage after service has been connected and adjust the deposit amount based upon the Customer's actual usage.

2.12. INITIAL SERVICE PERIOD

- 2.12.1. The Initial Service Period is defined by the terms of the service contract or other agreement to provide services. In the absence of a contract/agreement or definition of the Initial Service Period, the Initial Service Period is one month (30 days). The Customer must pay the regular Tariffed rate for the service they subscribe to for the initial period of service. If a Customer disconnects service before the end of the initial service period, that Customer may be responsible for paying the regular rates for the remainder of the initial service period, in addition to other early termination fees. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the Customer has met the initial period of service obligation.
- 2.12.2. If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for service for the remainder of the minimum period.
- 2.12.3. If service is switched over to a new Customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new Customer if the new Customer agrees in writing to accept them. For facilities not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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2.13. PAYMENTS AND BILLING

2.13.1. General Payment Regulations

- A. Company billing is subject to the provisions of A.A.C. Rule R14-2-508.
- B. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. The billing date shall be printed on the bill and the date rendered shall be the mailing date. All payments shall be made at or mailed to the office of the utility or to the utility's duly authorized representative. Service continues to be provided until cancelled by the Customer pursuant to Section 2.16., unless otherwise stated
- C. The Customer is responsible for the payment of all charges for services furnished to the Customer once service is activated.
- D. Charges for long distance service are based on actual usage, and are billed monthly in arrears. Billing for local services will be rendered monthly in advance.
- D. Customer will be billed and is responsible for payment of applicable local, state and federal taxes assessed in connection with the services used.
- E. Customer shall be liable for all accrued local charges, directory charges, long distance charges and other charges arising prior to the Cutover Date, and shall pay Company for any such charges which may be assessed against Company under the terms of any supersedure agreement.
- F. Billing is payable upon receipt and past due twenty (20) days after issuance and posting of invoice. Delinquent accounts for which payment has not been received may be terminated 22 days after the date the bill is rendered.
- G. In the event that Company must employ the services of attorneys for collection of charges due under this Tariff, Company shall be permitted to recover the costs of collection, including reasonable attorneys fees.

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2.13. PAYMENTS AND BILLING, Continued

2.13.2. Late Payment Fee

- A. Customer will be liable for late fees on payments received after due date in the lesser of eighteen (18) percent per year computed on a daily basis or the statutory maximum, whichever is lower.
- B. The late payment charge will be applied to all undisputed amounts previously billed under this Tariff, except taxes Company is required by law to levy on a Customer, including arrears and unpaid late payment charges.
- C. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- D. Late payment charges do not apply to final accounts.

2.13.3. Checks

When a check, which has been presented to the Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for the payment of a returned check charge of \$25.00.

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2.13. PAYMENTS AND BILLING, Continued

2.13.4. Overpayments

- A. The Company will provide interest on Customer overpayments that are not refunded within thirty (30) days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The Customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the Customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the same as the Customer deposit interest rate.
- B. Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the Customer's overpayment was originally recorded to the Customer's account by the Company.
- C. If objection is not received by the Company within three (3) months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the Customer. A bill will not be deemed correct and binding upon the Customer if the Company has records on the basis of which an objection may be considered, or if the Customer has in his or her possession such Company records. If objection results in a refund to the Customer, such refund will be with interest at the greater of the unadjusted Customer deposit rate or the applicable late payment rate, if any, for the service classification under which the Customer was billed. Interest will be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on Customer overpayments that are refunded within thirty (30) days after the overpayment is received by the Company.

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2.13. PAYMENTS AND BILLING, Continued



2.13.4. Overpayments, Continued

D. Where an objection to the bill involves a supersceed service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the Customer if objection is not received by the Company within two (2) months after the bill is rendered.

2.13.5. Back Billing

- A. Any person or entity which uses, appropriates or secures the use of services from Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to Company and which uses are inconsistent with the stated uses, intents, and purposes of this Tariff or any restriction, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of Company's services actually made by Customer.
- B. The Company reserves the right to back bill the Customer for charges not previously billed to the Company because of Company error. The Company may back bill for charges incurred over two (2) years, unless state law or Commission rules and regulations provide otherwise.

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2.13. PAYMENTS AND BILLING, Continued

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2.13.6. Customer Complaints and Billing Disputes

A. Customer Complaints

- 1. A Customer or prospective Customer may initiate a complaint with the Company on any relevant matter by telephone, at 1-866-914-6834, in person or in writing directed in writing directed to the Vice President of Customer Care Center, 3540 Baseline Road, Phoenix, AZ 85042. Company's response to the complaint will generally be in the same form used by the Customer.
- 2. The Customer may at any point during resolution of the complaint seek review by a supervisor or manager. If Customer is still not satisfied, the nature of the complaint with sufficient detail to afford an investigation should be documented and addressed to the Director of Customer Service at the address in paragraph (A) above.

B. Billing Disputes

- 1. In the event that the Customer disputes any charges billed by the Company prior to disconnection, the Company shall withhold disconnection and promptly investigate the dispute. Customer should submit to Company an itemized statement in writing identifying the disputed charges and reasonably explaining the basis of the dispute, but is not required to so submit an itemized list.
- 2. Company shall promptly investigate the dispute (no more than sixty (60) days of receipt), and advise the Customer of the investigation and its results in the form of findings of fact. In conducting its investigation, the Company will consider all relevant and credible information provided by Customer as well as by other information reasonable available to Company. The burden proof to establish any right to billing adjustments in Customer's favor shall be solely upon the Customer.

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2.13. PAYMENTS AND BILLING, Continued

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- 2.13.6. Customer Billing Disputes and Complaints, Continued
 - B. Billing Disputes, Continued
 - 3. Upon completion of its investigation and advising the Customer of its findings of fact, the Company may proceed with disconnection of service pursuant to A.A.C. Rule R14-2-509. Upon being advised of the Company's investigation and findings of fact, the Customer shall remit payment in full for any outstanding bill that was subject to dispute, even if the Customer is not satisfied with the results of the Company's investigation.
 - 4. If there is still a disagreement about the disputed amount after the investigation and review by the Company, the Customer may appeal to the Commission for its investigation and decision. The address of the Commission is:

Arizona Corporation Commission Consumer Services Section 1200 West Washington Street Phoenix, Arizona 85007

Telephone number:

602.542.4251

Toll Free:

800.222.7000

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2.14. ALLOWANCES FOR INTERRUPTION OF SERVICE

- 2.14.1. When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption, whenever said interruption continues for a period of twenty-four (24) hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's Tariff.
- 2.14.2. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.14.3. An interruption period begins when the Customer reports a service facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 2.14.3. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

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- 2.14. ALLOWANCES FOR INTERRUPTION OF SERVICE, Continued
- 2.14.4. No credit allowances will be made for any interruption in service due to the negligence of or willful act of the Customer.
- 2.14.5. A credit allowance for disruption of service will only be given if the disruption in service exceeds twenty-four (24) hours.
- 2.14.6. The credit allowance will be based upon the ratio of the duration of the service interruption (measured from the time the interruption is reported to or detected by Company, whichever occurs first) to the total time in a 30 day month. That ratio, multiplied by the monthly rate for the service affected shall determine the amount of the credit allowance.
- 2.14.7. Credits for interruptions of service shall in no event exceed an amount equivalent to the recurring monthly charges for the month of service during which the event that gave rise to the claim for a credit occurred. A credit allowance as provided in Section 2.14.6. is applied against the rates specified for the service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- 2.14.8. No other liability shall attach to Company with respect to interruptions in service.

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2.15. RESTORATION OF SERVICE

- 2.15.1. The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.
- 2.15.2. If a Customer's service is restored after having been disconnected in accordance with this Tariff and a Company service order to terminate such service has not been completed when such service is restored, the Customer will be required to pay; (1) all accrued and unpaid charges; (2) a deposit per Section 2.5., and (3) service charges specified in Sections 3-7 of this Tariff. Monthly service rates will not apply for the period between the disconnection and reconnection.
- 2.15.3. When a Customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.
- 2.15.4. The Company shall not charge a reconnection fee if the disconnection was caused by an event described in Section 2.2.2 of this Tariff.

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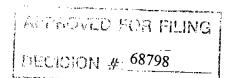
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2.16. CANCELLATION BY CUSTOMER

- 2.16.1. Customer may cancel local service by providing written notice to Company thirty (30) days prior to cancellation, unless the terms of any separate Agreement with Company state otherwise. Customer may cancel interexchange service by subscribing to another presubscribed interexchange carrier.
- 2.16.2. Customer is responsible for usage charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.
- 2.16.3 If Customer terminates a Services Agreement or all or any part of the Services there under to the end of the Services Term, Company may charge Customer an early termination fee equal to and including any or all of the following: 100% of the total MRC for the remainder of the Services Term plus any unpaid activation, installation and/or special construction charges and all other fees or costs less amounts already paid whether previously waived or not.

Customer will not be liable for the early termination fees set forth above if Integra breaches the Services Agreement or if Customer orders from Integra services of equal or greater MRC than the services terminated, and the services have equal or greater terms, and the new services are approved by Integra. Customer acknowledges that Integra's damages for early termination would be difficult to determine and the termination charge(s) constitutes liquidated damages and is not intended as a penalty. All such amounts will become immediately due and payable by Customer to Integra.



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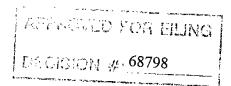
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2.17. CANCELLATION BY COMPANY

- 2.17.1. Company reserves the right to immediately discontinue furnishing the service to Customers without incurring liability, in accordance with, Termination of Service Without Notice; Permissible Reasons, pursuant to A.A.C. Rule R14-2-509 B:
 - A. In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, to the public or to employees of the Company; or
 - B. In the event of tampering with the Company's equipment; or
 - C. In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
 - D. The Company has evidence of tampering or evidence of fraud.

Company shall not be required to restore Service until the conditions which resulted in the termination have been corrected to the satisfaction of the Company. Company shall maintain a record of all terminations of service without notice. This record shall be maintained for a minimum of 1 year and shall be available for inspection by the Commission.





2.17. CANCELLATION BY COMPANY, Continued

- 2.17.2. Company may discontinue service on five (5) days notice, excluding Saturdays, Sundays and holidays, according to the following conditions, in accordance with the, Termination of Service With Notice, pursuant to A.A.C. Rule R14-2-509 D:
 - A. For failure of the Customer to pay a bill for the Company's Service, including FCC approved user charges, when due;
 - B. For failure of the Customer to meet the Company's deposit and credit requirements;
 - C. For failure of the Customer to make proper application for service;
 - D. For Customer's violation of any of the Company's rules on file with the Commission;
 - E. For failure of the Customer to provide the Company reasonable access to its equipment and property;
 - F. For Customer's breach of the contract for Service between the Company and the Customer;
 - G. For a failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service; or
 - H. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction;

Written notice shall contain, at a minimum, the name of the person whose service is to be terminated and the telephone number where service is being rendered; the Company rules or regulation that was violated and explanation thereof or the amount of the bill which the customer has failed to pay in accordance with the payment policy of the utility, if applicable; the date on or after which service may be terminated; and a statement advising the customer to contact the utility at a specific phone number for information regarding any deferred billing or other procedures which the utility may offer or to work out some other mutually agreeable solution to avoid termination of the customer's service.

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2.17. CANCELLATION BY COMPANY, Continued

- 2.17.3. The discontinuance of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. Customer's deposit and accrued interest shall be applied to all cancellation charges applicable to the Service offering received by Customer. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.
- 2.17.4. Whenever Service is discontinued for fraudulent use of Service, Company will, before restoring Service, require the Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues and any expenses resulting from such fraudulent use.
- 2.17.5. If a Customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.
- 2.17.6. Pursuant to A.A.C. Rule R14-2-509 A., Company may not disconnect service for
 - A. Delinquency in payment for services rendered to a prior customer at the premises where service is being provided, except in the instance where the prior customer continues to reside on the premises.
 - B. Failure of the customer to pay for services or equipment, which are not regulated by the Commission.
 - C. Residential service may not be disconnected due to nonpayment of a bill related to another class of service.
 - D. Failure to pay for a bill to correct a billing error if the customer agrees to pay over a reasonable period of time.
 - E. Failure to pay the bill of another customer as guarantor thereof unless guarantor does not make acceptable payment arrangements; and
 - F. Disputed bills where the customer has complied with the Commission's rules on complaints

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2.18. INTERCONNECTION

- 2.18.1. The Customer must secure all licenses, permits, rights-of-way and other arrangements necessary for interconnection with Company. In addition, the Customer must ensure that its equipment and/or system or that of its Authorized User or agent(s) is properly interfaced with Company's Service and the signals emitted into Company s network are of the proper mode, band-width, power, data speed and signal level for the intended use of the Customer. If the Customer or its Authorized User or agent(s) fails to properly maintain and operate its equipment and/or system, Company may, upon written request, require the use of protective equipment at the Customer's expense.
- 2.18.2. Service furnished by Company may be interconnected with services or facilities of other authorized carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers must be provided at the Customer's expense.
- 2.18.3. Interconnection of the Customers facilities with the facilities or services of other carriers is governed by the applicable terms and conditions of the other carriers' tariffs.
- 2.18.4. Company reserves the right to interconnect its services with those of any other Common Carrier or alternate service provider and to utilize such services concurrently with its own facilities for the provision of Service(s) offered in this Tariff.

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ORIGINAL

2.19. PROVISION AND OWNERSHIP OF TELEPHONE NUMBERS

Except as provided by state law or Commission regulations, the Customer has no property right in any telephone number or any right to continuance of Service through any particular serving office. Company may change a telephone number or a serving office designation, or both, of a Customer if required for engineering or technical reasons or whenever Company deems it desirable in the conduct of its business to do so.

2.20. TAXES AND SURCHARGES

Customer must pay, without limitation, all sales, use, gross receipts, excise, access, bypass, and other local, state and federal taxes, charges, fees, and surcharges, however designated, imposed on or based upon the provision, sale or use of the Services (excluding taxes on Company's net income). Such taxes and surcharges may be separately stated on the applicable invoice.

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SECTION 3 – INTEGRA LOCAL EXCHANGE SERVICE

ORIGINAL

3.1. DESCRIPTION OF SERVICE

- 3.1.l. Local Exchange Service may be offered to Customers in locations that Company determines are feasible, and for which it receives the necessary approvals from the Commission or other state regulatory bodies. Company may offer such services via one or more of the following: resale, leased or owned facilities. In addition to dial tone, Company will provide the features described below.
- 3.1.2. Local Exchange Service is telephone service that allows Customers to originate calls from the Customer location to locations within the Customer's local calling area. In addition the Customer may originate long distance calls which are routed to appropriate long distance carrier. The Customer may also receive calls that originate either within local service area or from other locations worldwide.

3.2. APPLICATION OF RATES

- 3.2.1. The rates for Local Exchange Service are subject to the conditions set forth herein and the Rules and Regulations governing provision of service in Section 2 of this Tariff.
- 3.2.2. The Local Exchange Service Rates are for service only and do not include any terminal equipment beyond the point of demarcation.
- 3.2.3. The rates applicable to Local Exchange Service are composed of a Line Access Rate component plus (where applicable) an Extended Area Service (EAS) component.
- 3.2.4. Extended Area Service (EAS) is a premium-type service offering made by Company to certain exchanges, under specific conditions. The EAS charge will be equivalent to the charge of the incumbent LEC in the given serving area. The charge will be included in the Metro rates but shall be in addition to the Outstate rates as identified below.

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- 3.2. APPLICATION OF RATES, Continued
- 3.2.5. In addition to service offered with this Local Exchange Service Section, Company shall also offer individually priced services.
- 3.2.6. Company will resell local exchange services which will be priced according to the rates established for such services in the underlying provider's effective intrastate tariffs.

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3.3. PROMOTIONAL OFFERINGS

ORIGINAL

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be approved by the Commission with specific starting and ending dates, and made part of this Tariff.

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3.4. LOCAL EXCHANGE SERVICE RATES AND CHARGES

ORIGINAL

3.4.1. Service Charges

A. Service Order Charges

New Service

\$10.00

Existing Service

\$10.00

B. Service Connection/Installation Charges

1. Application of Charges

- (a) Service connection charges are those charges associated with work performed by the Company in connection with the provisioning of service for a Customer.
- (b) Service connection charges are in addition to any other scheduled rates and charges. They apply in addition to and not in lieu of nonrecurring charges or construction charges.
- (c) The charges herein do not contemplate work being performed by Company employees at a time when overtime wages apply due to the request of the Customer, nor do they contemplate work begun being interrupted by a Customer. If the Customer requests overtime labor to be performed or interrupt work once begun, a charge in addition to the specified charge will be made equal to the additional cost involved.
- (d) The charges do not include work related to the installation or repair of Customer owned equipment or inside wiring.

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- 3.4. LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued
- 3.4.1. Service Charges, Continued
 - B. Service Connection/Installation Charges, Continued



- 1. Application of Charges, Continued
 - (e) When business service is established for a different Customer and all of the facilities are reconnected in place without any change, only the applicable service connection charge(s) will apply to the entire service.
 - (f) Service Connection Charges may apply to business premises for:
 - i. Establishing Service.
 - ii. Reconnections or re-establishment of service.
 - iii. Move of service from one premise to another.
 - iv. Assumption of service with a change in responsibility or ownership.
 - v. Number change or grade of service change request by the Customer.

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3.4. LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

3.4.1. Service Charges, Continued



- B. Service Connection/Installation Charges, Continued
 - 1. Application of Charges, Continued
 - (g) Service Charges do not apply:
 - i. When a change is made and initiated by Company, for the convenience of Company, such as a change in grade of service, change in Customer's telephone number, etc.
 - ii. When telephone service is re-established at a secondary location immediately following the rendering of a Customer's primary location as unfit for occupancy, due to fire, flood, etc. At the option of Company, a different telephone number may be used.
 - iii. If service is disconnected for any reason and remains disconnected for six months or more, all applicable charges necessary to restore service will be made as if this was a request for new service.
 - 2. Service Connection/Installation Rates and Charges

| Business Line | \$45.00 / line |
|-----------------------------|-----------------|
| Resale Business Line | \$45.00 / line |
| Market Expansion Line (MEL) | \$45.00 / MEL |
| T1 Voice Services | \$750.00 / T1 |
| T1 PBX Trunks | \$45.00 / Trunk |
| ISDN / PRI | \$750.00 / T1 |

This charge covers the time involved to install one complete outside circuit initiated by the request of a Customer to provide an average telephone circuit in accordance with industry standards.

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3.4. LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

3.4.1. Service Charges, Continued



- B. Service Connection/Installation Charges, Continued
 - 3. Telephone Line Surcharges and taxes. The Customer is responsible for payment of any and all applicable taxes, fees, and surcharges now or hereafter levied by the Federal, State, or Local government agencies including those noted below:

Federal Universal Service Fund (USF) Surcharge

Federal Excise Tax

Arizona State 911 Surcharge

Arizona State Relay Service and Communications Device Fund

Arizona State Sales Tax

Arizona State Special Fee

Arizona State universal Service Fund (USF) Surcharge

Maricopa County Sales Tax

Chandler City Sales Tax

Mesa City Sales Tax

Phoenix City Sales Tax

Phoenix City Franchise Fee

Any questions relative to the taxes, fees and surcharges noted above should be directed to the appropriate government agency.

4. Additional Surcharges. In addition to any other surcharges and taxes, Customers will be charged and required to pay these additional surcharges:

Subscriber Facility Charge (SFC)

The SFC is a flat-rate, monthly charge designed to recover a portion of the costs associated with the investment in and maintenance of the physical plant costs related to connecting each subscriber to the local telephone network. The SFC is applied to voice products.

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Interconnection Fee (ICF)

The ICF is a flat-rate, monthly charge assessed on lines and circuits, designed to recover portions of the Company's costs of interconnection to the public switch telephone network (PSTN).

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3.4. LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

3.4.1. Service Charges, Continued

- ORIGINAL
- B. Service Connection/Installation Charges, Continued
 - Additional Surcharges, continued 4.

Network Access Fee (NAF)

The NAF is an end-user subscriber charge, assessed as a percentage of local, intrastate, interstate, international, private-line services and subscriber access charges (SFC and ICF). The NAF recovers certain network costs and prescribed by Federal Communications Commission regulations.

Surcharge Schedule

| SFC, per Line or Resale Line | \$ | 6.11 |
|------------------------------|-------|-------|
| SFC, per DS1 or PRI | \$ | 25.25 |
| ICF, per Line | \$ | 0.95 |
| ICF, per MEL | \$ | 0.95 |
| ICF, per Trunk over DS-1 | \$ | 1.25 |
| ICF, per PRI | \$ | 5.25 |
| NAF | 3.80% | |

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3.4. LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

3.4.1. Service Charges, Continued

- B. Service Connection/Installation Charges, Continued
 - 4. Maintenance Visit Charge

Regular Time \$100.00 Over Time \$150.00

This hourly charge will apply for service calls by Company employees to the Customer's premises where a service difficulty or trouble report results from Customer provided equipment and/or inside wiring and not from Company's facilities.

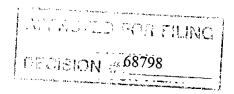
5. Reconnect Charge

Reconnect Charge – DS0 \$45.00 Reconnect Charge – DS1 \$1000.00

This charge covers service order work applicable to existing service and central office connection charge.

6. Charges for Service Rearrangements, Moves or Changes

Charges for rearrangements are not applicable if the rearrangement, move, or change is required by Company for the continuation of satisfactory service.



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3.4. LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

3.4.2. Local Exchange Service Line Charges

ORIGINAL

A. Basic Line Charges, Maximum Monthly Rates

| Class of Service | Rate |
|------------------------|---------|
| Business Line, On Net | \$32.99 |
| Business Line, Off-Net | \$35.99 |

B. Vanity Number Charge¹

Non-Recurring Charge

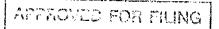
\$400.00 per number or block of 100

numbers

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At Customer's request, Company may assign a telephone number with the last four digits selected by the Customer. Vanity telephone numbers furnished are subject to the availability of facilities and the requirements of exchange service as defined by Company. Company reserves all rights to the Vanity telephone numbers assigned to Customers. Regular monthly rates for the line service shall apply.

Service Component

Digital Local Loop

Business Lines, Analog

2-B Channel Transfer

SECTION 3 – INTEGRA LOCAL EXCHANGE SERVICE, Continued

3.4. LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

3.4.3. DS1 Service

ORIGINAL

(C)

(C)

(T)

(C)

DS-1 Voice Service is a trunk side circuit designed to transmit digital voice signals between a customer's private branch exchange (PBX) and Integra's central office switching center. The DS1, or digital signal level 1, service is a 1.544 Mbps circuit supporting 24 voice conversations each encoded at 64 Kbps. ISDN/PRI, or Integrated Services Digital Network at a Primary Rate Interface, is an "enhanced T-1" service delivering voice conversations over 23 bearer (23 B) channels supported by one signaling channel (1 D). ISDN/PRI offers out-of-band signaling delivering automatic and dialed number identification services. All services are subject to availability and are designed for retail customer applications. Not available for wholesalers or resellers.

Special access service (entrance facility) is a digital transmission facility to connect Interexchange carrier POP to the local exchange central office, located in the same service wire center. All facilities are subject to availability.

DS-1 Service (requires Digital Local Loop), Maximum Monthly Rates Α.

Rate

\$100.00

\$26.99

ISDN PRI, Digital Voice Service Maximum Monthly Rate

ICB Only

| | unks, DID Trunks, | | |
|----|--|-----------------|------|
| IS | SDN PRI Channels | | (T) |
| | | | (D) |
| B. | DID Station Numbers, Maximum Month | ly Rate | (T) |
| | Monthly recurring charge, per Number | \$0.15 | (NI) |
| | Non-recurring charge, per number | \$0.30 | (N) |
| C | ISDNI DDI. Digital Voice Service Mevim | um Monthly Data | (T) |

| - | | - | |
|---------------------|----------|---|-----|
| Service | Rate | | |
| ISDN PRI or Digital | \$900.00 | | |
| Voice Service | | | (1) |

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3.4. LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

3.4.4. Custom Calling Features

A. Available Features:



- 1. Call Waiting provides notification to the Customer while a conversation is in process that there is another call awaiting the Customer.
- 2. Call Forwarding allows the Customer to transfer calls automatically to a preprogrammed number. Calls forwarded beyond the local (toll free) calling area will be charged to the Customer at the direct dial station-to-station rate.
- 3. Three Way Calling allows the Customer to call a third party and initiate (T) a conference call.
- 4. Hunting routes a call to an idle station in a prearranged group when the called station line is busy. (T)
- 5. Call Transfer allows the Customer to transfer calls to a third-party consultation hold.
- 6. Speed Dialing allows a Customer to call other telephone numbers by dialing a code rather than a complete telephone number. Two options are available: up to 8 numbers and up to 30 numbers.
- 7. Call Hold enables the customer to put a party on hold. (N)

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(T)

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LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued 3.4. ORIGINAL

3.4.4. Custom Calling Features, Continued

В. Regulations

In addition to the rules and regulations set forth in Section 2 of this Tariff, the following provisions apply to the use of this service:

- 1. The initial service period for all features is one month.
- Rates above are in addition to regular local service rates. 2.
- 3. Transmission on calls forwarded and three way calling may vary depending on the distance and routing necessary; therefore, transmission may not meet normal standards.
- 4. Hunting service charge is based on per routed station number, not including the original called station.

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3.4. LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

3.4.34. Custom Calling Features, Continued

C. Rates²

ORIGINAL

1. Single Feature Service

| Monthly | Install | |
|---------|--|--|
| Rate | Charge | |
| \$3.50 | \$10.00 | |
| | | |
| \$0.00 | \$10.00 | (R) |
| \$0.00 | \$10.00 | |
| \$0.00 | \$10.00 | (R) |
| \$3.50 | \$10.00 | , |
| | | (D) |
| \$3.50 | \$10.00 | |
| \$0.00 | \$10.00 | (R) |
| \$0.00 | \$10.00 | Ì |
| \$0.00 | \$10.00 | (R) |
| \$3.50 | \$10.00 | |
| \$3.00 | \$10.00 | |
| \$2.75 | \$10.00 | |
| \$3.00 | \$10.00 | |
| \$3.00 | \$10.00 | |
| \$3.00 | \$10.00 | |
| \$3.00 | \$10.00 | |
| \$3.00 | \$10.00 | |
| | | (D) |
| \$1.00 | \$10.00 | |
| \$3.00 | \$10.00 | |
| \$5.50 | \$10.00 | |
| \$6.00 | \$10.00 | |
| | | (D) |
| \$0.00 | \$10.00 | , , |
| \$0.00 | \$25.00 | |
| | \$3.50 \$0.00 \$0.00 \$0.00 \$3.50 \$3.50 \$0.00 \$0.00 \$3.50 \$3.00 \$3.00 \$3.00 \$3.00 \$3.00 \$3.00 \$3.00 \$3.00 \$3.00 \$3.00 | Rate Charge \$3.50 \$10.00 \$0.00 \$10.00 \$0.00 \$10.00 \$0.00 \$10.00 \$3.50 \$10.00 \$0.00 \$10.00 \$0.00 \$10.00 \$0.00 \$10.00 \$3.50 \$10.00 \$3.00 \$10.00 \$3.00 \$10.00 \$3.00 \$10.00 \$3.00 \$10.00 \$3.00 \$10.00 \$3.00 \$10.00 \$3.00 \$10.00 \$3.00 \$10.00 \$5.50 \$10.00 \$6.00 \$10.00 |

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² Regular applicable service connection charges apply.

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3.4. LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

3.4.4. Custom Calling Features, Continued

ORIGINAL

D. Option Feature Packages are available in conjunction with Basic Business Line service.

| Feature Package Name | Monthly Rate | Install Charge | |
|---|--------------|----------------|-----|
| ValueSelect, per line | \$4.95 | \$00.00 (R) | (T) |
| ValueSelect Custom Plus, per subscriber | \$12.50 | \$15.00 | (T) |

Included Features, Value Select:

| 3 Way Calling | Selective Call Rejection | |
|--------------------------|--------------------------|-----|
| Call Forward Busy | Call Transfer | |
| Call Forward No Answer | Hunting | (T) |
| Call Forwarding Variable | Speed Calling 8 | |
| Call Waiting | - | |

Included Features, Value Select Custom Plus:

| iciuded i caldies, value select e | ustom i ius. | |
|-----------------------------------|------------------------------|-----|
| 3 Way Calling | Selective Call Rejection | |
| Call Forward Busy | Call Transfer | |
| Call Forward No Answer | Hunting | |
| Call Forwarding Variable | Speed Calling 8 | |
| Call Waiting | Caller ID | |
| Call Waiting ID | Last Call Return | |
| One Voice Mail Box (T) | Anonymous Call Rejection (N) | |
| Continuous Redial | Distinctive Ring | (N) |
| | | |

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3.4. LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

3.4.5. Custom Local Area Signaling Services (CLASS)

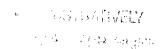
ORIGINAL

A. Available Features

- 1. **Continuous Redial (*66) -** enables the Customer to automatically redial the last outgoing telephone number.
- 2. Call Trace (*57)- enables the Customer to initiate a trace of the last incoming call completed by dialing an activation code immediately after terminating the call. Company's equipment will record the telephone directory number, date, and time of the call. The results of the trace will not be provided to the Customer directly. Customers must contact the Sheriff's office or Company to continue the investigation.
- 3. Caller ID allows the Customer to receive the calling party's directory name and/or number on incoming calls. A caller ID Display Device (an unregulated service, not included in this filing) is required to display the calling party's telephone name and number.

Customers (both those subscribing to Caller ID and those not subscribing to Caller ID) may prevent the display of their directory number by activating Caller ID Blocking immediately prior to making a call. Caller ID Blocking is available to all Customers on a per call basis at no charge.

- 4. **Distinctive Ringing -** allows for up to three additional telephone numbers to be assigned to a single line. Customer (called party) receives a distinctive ring depending on which number is dialed by calling party.
- (C) (C)
- 5. Call Forwarding, Variable (*72) enables the Customer to active call forwarding to another line. This service may create billable toll, if the number forwarded to is a toll number.
- 6. **Call Forwarding, Selective (*63)** enables the Customer to selectively forward a group of predefined calling numbers.



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- LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued ORIGINAL 3.4.
- 3.4.5.

- Available Features, Continued
 - Selective Call Rejection (*60) enables the Customer to block up to six (6) specified telephone numbers, including the last incoming call. Callers whose numbers are blocked are directed to a Company recorded announcement.
 - 8. Selective Call Acceptance (*64) - enables a Customer to designate a maximum of six (6) telephone numbers from which calls will be accepted. Calls from all other numbers will be routed to an Company recorded announcement.
 - 9. Last Call Return (*69)— by dialing an activation code, the Customer directs the switch to recall the directory number of the last incoming call to the Customer's set. At this time, the Customer hears the directory number of the call prior to deciding whether or not to recall the number. If the call has been blocked, the Customer will hear a recording indicating the caller is "Private" or "Anonymous". At no time, however, will any indication be given to the Customer returning the last call as to the identification of the party who placed the last call. If the called station is busy, the system scans the called line for an idle condition. The scan continues for 30 minutes or until completion or cancellation. The calling station receives a distinctive ring when the called station is idle. Call setup is performed when the calling Customer answers the ringing. This feature will not work on 800 or 900 prefixed numbers, international calls, calls to a number with call forwarding active or lines with a non-unique directory number. Only the last incoming call can be returned. To use per call blocking on a call placed using Last Call Return, the Customer must activate the per call blocking prior to activating the Last Call Return.
 - 10. Anonymous Call Rejection (*77) Will be provided to all subscribers of caller identification at no charge and in the inactive state. While the feature is activated, incoming blocked calls are routed to an announcement in the central office that will indicate that the called party has chosen to reject blocked calls and the call will not be completed.

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3.4. LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

3.4.5. Custom Local Area Signaling Services (CLASS), Continued

В. Feature Availability

CLASS features require Signaling System 7 to function. Therefore, the offering of these features is restricted to those central offices properly equipped.

C. Regulations

In addition to the rules and regulations set forth in Section 2 of this Tariff, the following provisions apply to the use of this service:

- 1. Subscribers to any CLASS feature are prohibited from selling any data collected or otherwise acquired through the use of these services. Sale of such information could be a violation of the Privacy in Communications Act.
- 2. Customers are responsible for providing premise equipment that is compatible with the feature(s) desired. Company is not responsible for the compatibility of Customer purchased products from other vendors.
- 3. Company is not responsible for damages arising from unsuccessful attempts to trace a call.
- 4. The initial service period for all features is one month.
- 5. Rates are in addition to regular local service rates.

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3.4. LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

3.4.6. Calling Number Delivery Block

A. Description

- 1. Calling Number Delivery Blocking allows Customers to control whether or not their directory number is displayed to the next party that they call. A subscriber to this service can dial an access code to change their permanent privacy indicator for the next phone call. Blocking is available to residential Customers on either a per call or full time (line) basis.
- 2. Operator and 9-1-1 services take priority over calling number delivery blocking. The code for this feature must be dialed prior to either Continuous Redial or Last Call Return or the calling directory number will be displayed on the terminating end.

B. Feature Availability

CLASS features require Signaling System 7 to function. Therefore, the offering of this feature is restricted to central offices properly equipped.

1. Regulations

In addition to the rules and regulations set forth in Section 2 of this Tariff, the following provisions apply to the use of this service:

- (a) This service is only available on all lines where technically feasible.
- (b) Per-call blocking is available to all subscribers. There are no recurring or nonrecurring charges associated with per-call blocking. Customers do not have to subscribe to Caller ID to use per-call blocking.

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- 3.4. LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued
- 3.4.6. Calling Number Delivery Block, Continued
 - B. Feature Availability
 - 1. Regulations, Continued
 - (d) Line blocking is <u>not</u> available to business Customers unless the subscriber has a demonstrated need. Business Customers must show that inadvertent disclosure of the caller's number will risk harm to the caller, other persons, or property. Demonstration of need is waived for the following types of business subscribers:
 - i. Law enforcement agencies.
 - ii. Shelters for battered persons.
 - iii. Government agencies engaged in undercover operations.

Other business Customers are required to submit written documentation describing their need for this service. Company will review the documentation and issue a decision within a reasonable period of time. Company will base its decision on historical precedent, nature of the Customer's business, public policy and other pertinent criteria. The Customer may appeal an unfavorable decision in writing to the Arizona Corporate Commission. There are no recurring or non-recurring charges associated with this feature for business subscribers with a demonstrated need.

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- 3.4. LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued
- 3.4.6. Calling Number Delivery Block, Continued
 - C. Rate and Charges

In addition to the established rates and charges for line connection and other applicable local service rates, the following charges will apply:

| | | Installation |
|------------------------------|---------------|--------------|
| | Monthly Rates | Charge |
| Call Blocking, 0+ | \$0.00 | \$10.00 |
| Call Blocking, 1+ | \$0.00 | \$10.00 |
| Call Blocking, International | \$0.00 | \$10.00 |

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3.4. LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

3.4.7. Call Tracing

ORIGINAL

A. General

Call Tracing allows for the identification and recording of the telephone numbers of some or all of the incoming calls to the telephone line of a Customer.

B. Definitions

- 1. **Customer** means a person, firm, partnership, Limited Liability Company, corporation, municipality, cooperative association or organization, governmental agency, or other entity receiving telecommunications service.
- 2. **Customer-originated call-tracing service** means a Customer-activated, call-specific form of call tracing available as part of a set of services called Custom Local Area Signaling Services (CLASS).
- 3. **Emergency** means a situation that appears to present immediate danger to person or property.
- 4. **Investigative or law enforcement officer** means an officer of the United States, a state, or a political subdivision of the United States or a state which is empowered by law to investigate or make arrests for crimes related to communications, or an attorney authorized by law to prosecute those crimes.

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3.4. LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

3.4.7. Call Tracing, Continued

C. Regulations

In addition to the rules and regulations set forth in Section 2 of this Tariff, the following provisions apply to the use of this service:

- 1. Call Tracing will be provided when requested by both a Customer and an investigative or law enforcement officer and the Customer has provided consent. Normally written consent will be required.
- 2. In emergencies, call tracing will be provided upon receiving oral consent from the Customer. The Customer will be requested to provide written consent promptly and advised to seek the assistance of an investigative or law enforcement officer.
- 3. Information regarding the originating telephone numbers will be disclosed only to investigative or law enforcement officers, not to Customers receiving call-tracing services.
- 4. Company will work with investigative or law enforcement officers to determine how long call-tracing services should be provided.
- 5. Company may provide Customer-originated call-tracing service (CLASS Call Trace) as an alternative to Call Tracing in response to a Call Tracing request from a Customer who is located in an exchange where CLASS Call Trace is available and where CLASS Call Trace will function as accurately as Call Tracing.

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3.4. LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

3.4.7. Call Tracing, Continued

ORIGINAL

D. Rates

1. Call Tracing Setup

(a) During Normal Business Hours

No Charge

(b) Outside Normal Business Hours

No Charge

2. Extension of Call Tracing period at request of investigative or law enforcement agency.

No Charge

3. Provision of Call Tracing information to investigative or law enforcement agency

No Charge

3.4.8. Screening/Restriction Services

A. General

- 1. Toll Restriction provides for exchange access lines or trunks to be restricted from dialing billable toll calls including all calls placed by initially dialing either a '1' or a '0'. Attempted violation of the restrictions are routed to an announcement.
- 2. Pay Per Call Restriction enables the prohibition of dialing to 1 + 900, 1 + 976, or the combination of 1 + 900 and 1 + 976.
- 3. The terms and conditions set forth in Section 2 of this Tariff apply to the use of this service.

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3.4. LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

3.4.8. Screening/Restriction Services, Continued

ORIGINAL

B. Rates and Charges

In addition to the established rates and charges for line connection and other applicable local service rates, the following charges will apply:

| | | Monthly Rate | Installation Charge |
|----|--------------------------|--------------|---------------------|
| 1. | Toll Restriction | \$0.00 | \$10.00 |
| 2. | Pay Per Call Restriction | \$0.00 | \$10.00 |

^{*}Regular applicable service connection charges apply.

3.4.9. Market Expansion Line (MEL)

A. Description

This service allows a Customer to obtain a telephone number which, when called, will automatically forward the call to another telephone number (any local or long distance telephone number, except a payphone). The originating telephone number identification is not provided to the MEL Customer. Service Connection Charges apply.

B. Rates and Charges

| | Out state | NRC |
|-----------|-----------|---------|
| Base Rate | \$16.00 | \$45.00 |

Long Distance Charges (if applicable) See Section 4

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3.4. LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

3.4.10. Directory Listings

A. General

The following rates are applicable to the alphabetic section of the Telephone Directory, for business or residence Customers.

B. Regulations

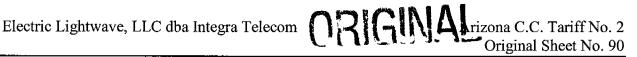
In addition to the rules and regulations set forth in Section 2 of this Tariff, the following provisions apply to the use of this service:

- 1. A primary listing, which may include the name, address and telephone number of the individual, organization, firm or, corporation for whom the service has been contracted, will be furnished at no charge.
 - (a) Listings will be limited to such information as is necessary for proper identification.
 - (b) The length of a listing may be limited by the use of abbreviations where the clarity of the listing and the identification of the Customer will not be impaired.
 - (c) Company may refuse to insert any listing, which in its judgment does not facilitate the use of the directory.
- 2. An additional listing may include the same address and telephone number as the primary listing, except that a different address may be shown for off-premises stations located on other premises occupied solely by the Customer.
 - (a) Additional listings may be furnished with business or residence service for persons who occupy the same premises at the rates shown above (See Joint User Service)

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3.4. LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

3.4.10. Directory Listings, Continued

- В. Regulations, Continued
 - An alternate call listing refers a calling party to certain other telephone numbers after business hours or on Sundays or holidays or if there is no answer on the first listed number.
 - A foreign or non-subscriber listing may be furnished to Customers requesting that their listing be included in a directory of an exchange other than that from which service is rendered. The rate for a foreign company listing will be the rate of the company in whose directory the listing appears.
 - Bold type foreign listings appearing in the serving company's directories will be in accordance with the directory company's rates for "bold type listings".
 - 5. Unlisted service is the omission of a Customer's listing from the telephone directory only. It may be obtained from the information operator.
 - 6. Non-published service is the omission of a Customer's listing from both the telephone directory and information records.
 - (a) When non-published service is to be furnished, the Customer will hold Company harmless from any damages which might arise, and will absolve Company from any responsibility for the failure of the Customer to receive calls because of the non-published listings.
 - The rate for a non-published service is specified in C below.
 - 7. The charge for additional, alternate, unlisted or non-published listings begin on the day the information records are posted.
 - 8. Foreign Exchange Listings is a listing in a directory of an exchange or service area other than the one in which the primary listing is furnished.

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3.4. LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

Directory Listings, Continued 3.4.10.

- В. Regulations, Continued
 - 9. Cross Reference Listings is a listing of the name generally known to the public with an appropriate cross reference referring the calling party to the Customer's correct name. The Customer's telephone number may included in the cross reference listing.
 - 10. Uniform Resource Locator (URL) Address Listing identifies the Customer's URL address used to identify resources on the Internet's World Wide Web.
 - 11. E-mail Address Listing identifies the Customer's electronic mail (email) address used to send and receive mail on a computer.
 - 12. The length of contract period for directory listings, where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is distributed to the Customers to the day the succeeding directory is distributed to the Customers. Unless the listing no longer serves the Customer because of disconnection, removal, etc., of the service, the minimum contract period will be for at least thirty (30) days.

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3.4. LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

3.4.10. Directory Listings, Continued

ORIGINAL

C. Rates

| 1. | First White Page Listing | Monthly Rate \$0.00 | Installation \$0.00 |
|----|--|------------------------|------------------------|
| 2. | Additional listing per listing | \$1.90 | \$10.00 |
| 3. | Unlisted service, per listing | \$1.75 | \$15.00 |
| 4. | Non-published listing | \$1.75 | \$15.00 |
| 5. | Foreign exchange or non- subscriber service, per listing (see para. B-4) | \$3.05 | \$15.00 |
| 6. | Directory Information Listing | \$4.00 | \$10.00 |
| 7. | Cross Reference Listing | \$1.90 | \$10.00 |

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3.4. LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

3.4.11. Local Service Term Plans

In addition to the rules and regulations set forth in Section 2 of this Tariff, the following provisions apply to this Service:

A. Business

- 1. If Customer terminates all or part of service under a term plan, the Customer may be liable for early termination fees, as follows:
 - (a) If the Customer terminates the request for services prior to the Installation Date, Company may charge the Customer an early termination fee equal to all installation and/or special construction charges, whether previously waived or not, and all disconnection fees or costs; or
 - (b) If the Customer terminates all Services after the Installation Date but at any time prior to the end of the Initial Services Term, Company may charge the Customer an early termination fee equal to: 50% of the total MRC for the remainder of the Initial Services Term plus any unpaid installation and/or special construction charges, whether previously waived or not, and all disconnection fees or costs (less amounts already paid); or
 - (c) If the Customer terminates or cancels some, but not all of the Services prior to the end of the Initial Services Term, Company may charge the Customer an early termination fee equal to all disconnection fees and costs incurred by Company, all installation and/or special construction charges related to the specific Services, whether previously waived or not.
- 2. Term Plans will automatically renewed unless the Customer notifies Company in writing to cancel the renewal within thirty (30) days of expiration of the current Term Plan.

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3.4. LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

3.4.11. Local Service Term Plans, Continued

A. Business, Continued

- 3. If Customer terminates all or part of service under a term plan, the Customer may be liable for early termination fees, as follows:
 - (a) If the Customer terminates the request for services prior to the Installation Date, Company may charge the Customer an early termination fee equal to: all installation and/or special construction charges, whether previously waived or not, and all disconnection fees or costs; or
 - (b) If the Customer terminates all Services after the Installation Date but at any time prior to the end of the Initial Services Term, Company may charge the Customer an early termination fee equal to: 100% of the total MRC for the remainder of the Initial Services Term plus any unpaid installation and/or special construction charges, whether previously waived or not, and all disconnection fees or costs (less amounts already paid); or
 - (c) If the Customer terminates or cancels some, but not all of the Services prior to the end of the Initial Services Term, Company may charge the Customer an early termination fee equal to all disconnection fees and costs incurred by Company, all installation and/or special construction charges related to the specific Services, whether previously waived or not.
- 4. Term Plans will be automatically renewed unless the Customer notifies Company in writing to cancel the renewal within (30) days of expiration of the current Term Plan.

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3.5. SPECIAL PROGRAMS

- 3.5.1. Universal Emergency Telephone Number Service (911, E911) End Users
 - A. This Tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects malfunctions in the service, nor does Company undertake such responsibility.
 - B. 911 information consisting of the names, address and telephone numbers of all telephone Customers is confidential. Company will release such information via the Data Management System only after a 911 call has been received, on a call-by-call basis, only for the purpose of responding to an emergency call in progress.
 - C. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name and address associated with the originating station location are furnished to the Public Safety Answering Point.

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- 3.5. SPECIAL PROGRAMS, Continued
- 3.5.1. Universal Emergency Telephone Number Service (911, E911) End Users, Continued
 - D. Provision of E-911 Service End User Customers

Unless otherwise agreed, Company will provide Customer the following 911/E-911 services in conjunction with each of the following Services:

For Basic Business Service (Plain Old Telephone Service "POTS") - Company will provide Customer with the network connection for each POTS circuit and will provide the appropriate PSAP with the automatic location identification (ALI), including the emergency response location, for each of Customer's POTS circuit(s) or POTS billing telephone number(s) (BTN).

For Nexus Business Line Service – Company will provide Customer with the network connection for the circuit and will provide the appropriate PSAP with the automatic location identification (ALI), including the emergency response location, for each of Customer's Nexus circuits or billing telephone numbers (BTN).

For Basic Business Line over T1 – Company will provide Customer with the network connection for the T1 circuit and will provide the appropriate PSAP with the automatic location identification (ALI), including one emergency response location, for each T1 circuit. Company may assign numerous telephone numbers to the Customer for T1 services, Company will provide the same emergency response location for all basic business lines or BTNs regardless of the number of lines or unique telephone numbers on that circuit

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3.5. SPECIAL PROGRAMS, Continued

ORIGINAL

- 3.5.1. Universal Emergency Telephone Number Service (911, E911) End Users, Continued
 - D. Provision of E-911 Service End User Customers, Continued

For Basic Voice Trunks, PRI Voice Trunks, Plan E Trunks and Analog Trunk Services — Company will provide Customer with the network connection for the trunk group and will provide the appropriate PSAP with the automatic location identification (ALI), including the emergency response location, for each trunk group. Company may assign numerous telephone numbers to the Customer for specified services over trunk groups, however, Company will provide the same emergency response location for all BTNs of the circuit or trunk group regardless of the number of lines or unique telephone numbers on that trunk.

Other than as set forth for each of the Services above, Company will not provide additional network connections and is not responsible for and will not make any changes or submit updates to 911/E-911 databases for any services. Customer will be responsible for providing all necessary 911/E-911 services as required by applicable federal, state and local laws, regulations, rulings, orders, and other actions of governmental agencies ("Rules"), including, but not limited to agreements with, and network or other connection to, the local PSAPs, maintain the necessary databases and updating and transferring the ALI to the appropriate PSAPs.

Company does not provide 911/E-911 service for any of its data services. Company does not provide PS/ALI Service³ at this time, but Company will provide Customer with referrals to other companies who provide PS/ALI or emergency response services.

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³ PS/ALI Service (Private Switch/Automatic Location Information) is an enhanced service that allows multi-line telephone system owners to provide the specific address location of each extension or station to the PS/ALI database manager for E-911 service. Station, or location-specific automatic number identification (ANI) generated by a multi-line telephone system can then be passed directly to the E-911 system to identify the precise location of the caller and then passed to the appropriate PSAP for response. At the Customer's request, the PS/ALI administrator can update the appropriate E-911 database.

3.5. SPECIAL PROGRAMS, Continued



- 3.5.1. Universal Emergency Telephone Number Service (911, E911) End Users, Continued
 - E. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing street, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.
 - F. Company assumes no liability for any infringement, or invasion of any right of privacy or any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this Tariff, the Public Safety Agency must agree, except where the events, incidents, or eventualities set forth in this sentence as the result of Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss damage, or destruction of any property, whether owned by the Customer or others. Under the terms of this Tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold harmless Company for any infringement of invasion of the right of privacy of any person or persons caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other than gross negligence or willful misconduct, of Company, its employees or agents.
 - G. The 911 Service shall be funded through a surcharge on residence and business access lines.

H. Rates 911 Surcharge

Monthly Rate \$0.65

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3.5. SPECIAL PROGRAMS, Continued

ORIGINAL

3.5.2. Emergency Calling System – E911 Customers

A. General

- 1. "Emergency Calling System, also known as 911, is a telephone exchange communication service whereby one (1) or more Public Safety Answering Points (PSAP) designated by the Customer may receive telephone calls dialed to the telephone number 911.
- 2. "911" Service is offered subject to availability of facilities.
- 3. The 911 Customer may be a municipality, other state or local governmental unit or an authorized agent of one or more municipalities or other state of local government units to whom authority has been lawfully delegated. The Customer must be legally authorized to subscribe to the service and have public safety responsibilities by law to respond to telephone calls from the public for emergency police, fire or other emergency services within the telephone central office areas arranged for 911 calling.

B. Definition of Terms

- 1. **Automatic Location Identification (ALI)** A feature by which the name and address associated with the party's telephone number (identified by ANI feature later defined) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premise, etc.) will be identified with the address of the telephone number at the main premises.
- 2. Local Location Identification (LLI) - The process of locating the origin of calls to a 911 system by means of a periodically updated database located and maintained at the PSAP.
- 3. **Automatic Number Identification (ANI)** A feature by which the calling party's ANI telephone number only is forwarded to the PSAP display and transfer units via the telephone company 911 central office.

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3.5. SPECIAL PROGRAMS, Continued



- 3.5.2. Emergency Calling System E911 Customers, Continued
 - B. Definition of Terms, Continued
 - 4. **Public Safety Answering Point (PSAP)** An answering location for 911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAP's respond first.
 - 5. **Selective Routing (SR)** A feature that routes an 911 call from a central office to the primary PSAP based on the identified number and/or address of the calling party.
 - 6. **Alternative Routing** An option available for any 911 service using dedicated trunks or lines to provide another routing path from the caller to the PSAP.
 - C. Rules and Regulations Non-End User Customers and PSAPs
 - 1. 911 service is classified as Business Exchange Service and arranged for one-way incoming service to the PSAP.
 - 2. This service is limited to the use of central office telephone number 911 as the universal emergency telephone number. Only one 911 Service will be provided within any one governmental locality.
 - 3. The 911 emergency number is not intended to be a total replacement for local telephone service utilized by the various public safety agencies. These agencies will subscribe to Exchange Telephone Service as provided in the Local Exchange Tariff and other tariffs of the company.
 - 4. This service is furnished to the Customer only for the purpose of receiving emergency reports from the public.

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3.5. SPECIAL PROGRAMS, Continued



- 3.5.2. Emergency Calling System E911 Customers, Continued
 - C. Rules and Regulations Non-End User Customers and PSAPs, Continued
 - 5. 911 service is provided solely for the benefit of the Customer operating the PSAP. The provision of 911 service by the Company shall not be interpreted, construed or regarded (either expressly or implied) as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the Customer.
 - 6. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the Customer's personnel to respond to such calls on the Customer's premises.
 - 7. 911 information consisting of the names, addresses and telephone numbers of subscribers whose listings are not published in directories or listed in Directory Assistance, is Company proprietary.
 - 8. The calling party forfeits the privacy afforded by Private and Semiprivate Service to the extent that the telephone number, address and name associated with the originating telephone number location are furnished to the PSAP.
 - 9. The rates charged for 911 Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The Customer shall make such operational test, in the judgment of the Customer, as required to determine whether the system is functioning properly for its use. The Customer shall notify the Company promptly in the event the system is not performing properly.

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3.5. SPECIAL PROGRAMS, Continued



- 3.5.2. Emergency Calling System E911 Customers, Continued
 - C. Rules and Regulations Non-End User Customers and PSAPs, Continued
 - 10. The Company's liability for any loss or damage arising from any errors, interruptions, defects, failures of equipment, service or malfunctions of this service or any parts thereof (whether caused by the negligence of the Company or otherwise) shall not exceed the greater of \$50.00 or an amount equivalent to the prorated charges for the service affected during the period of time that the service was fully or partially inoperative. These limited damages shall be in addition to any credit, which may be given for an out-of-service condition as specified elsewhere in this Tariff.
 - 11. Each Customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss, claims, demands, suits, other actions including attorneys' fees or any liability whatsoever, whether suffered, instituted or asserted by the Customer or death of a person(s) or for any loss, damage or destruction of any property whether owned by the Customer or others.
 - 12. Because the Company's filed service boundaries and political subdivision boundaries may not coincide, it is the obligation of the Customer to make arrangements to handle all 911 calls that originate from telephones served by central offices in the local service area, whether or not the calling telephone is situated on property within the geographical boundaries of the Customer's public safety jurisdiction.
 - 13. Application for 911 services must be in writing by each Customer. If application for service is made by an agent, the Company must be provided in writing with satisfactory proof of appointment of the agent by the Customer. At least one local law enforcement agency must be included among the participating agencies in any 911 offering.

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3.5. SPECIAL PROGRAMS, Continued



- 3.5.2. Emergency Calling System E911 Customers, Continued
 - C. Rules and Regulations Non-End User Customers and PSAPs, Continued
 - 14. The Customer is required to furnish the Company its agreement to the following terms and conditions:
 - (a) All 911 calls will be answered on a twenty-four (24) hour day, seven (7) day week basis.
 - (b) The Customer responsible for dispatching the appropriate emergency service within the 911 service area will undertake to transfer all 911 calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available.
 - (c) The Customer will establish a procedure for handling calls not requiring public safety response.
 - (d) The Customer will subscribe to Local Exchange Service at the PSAP location for administrative purposes, for placing outgoing calls and for receiving other calls.
 - (e) The Customer will subscribe to or provide telephone equipment with a capacity adequate to handle the number of incoming 911 lines recommended by the Company.

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3.5. SPECIAL PROGRAMS, Continued

- ORIGINAL
- 3.5.2. Emergency Calling System E911 Customers, Continued
 - C. Rules and Regulations Non-End User Customers and PSAPs, Continued
 - 15. When the selective routing feature is provided, the Customer is responsible for identifying primary and secondary PSAP locations and the unique combinations of police, fire and ambulance or any other appropriate agencies responsible for providing emergency service in the 911 serving area, and for associating the Company-provided Emergency Service Numbers (ESN) with the street address ranges or other criteria for selective routing of calls. ESNs will be carried in the Data Management System (DMS) to permit routing of 911 calls to the primary and secondary PSAP's responsible for handling of calls from each telephone in the 911 serving area. The following terms define the Customer's responsibility in providing this information:
 - (a) Initial and subsequent ESN assignments by street name, address range and area or other mutually agreed upon routing criteria shall be furnished by the Customer to the Company prior to the effective date of service.
 - (b) After the establishment of service, it is the Customer's responsibility to continue to verify the accuracy of routing information contained in the master address file and to advise the Company of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of 911 calls to the proper PSAP.

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3.5. SPECIAL PROGRAMS, Continued

ORIGINAL

- 3.5.2. Emergency Calling System E911 Customers, Continued
 - C. Rules and Regulations Non-End User Customers and PSAPs, Continued

15. Continued

- (c) The Company will provide to the Customer on request (maximum of two requests per year) a complete written copy of the master address file to permit the Customer to verify accuracy of the police, fire and ambulance PSAP routing designations.
- (d) Changes, deletions and additions that the Customer desires to have made in the master address file should be submitted on an "as occurred" basis.
- (e) The Company will furnish a written copy to the Customer for verification showing each change, deletion and addition to the master address file.

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3.5. SPECIAL PROGRAMS, Continued



- 3.5.2. Emergency Calling System E911 Customers, Continued
 - D. Rates and Charges
 - 9-1-1 Service is provided under contract with the Customer. Billing for the service will be retroactive to the date the service was available for use by the Customer.
 - 1. Central Office, Trunking, Facilities and Special Features

Those costs are covered within the "Agreement for Implementation of County 911 System".

| | | | Non-Recurring Charges | Monthly Rates (Recurring) |
|----|-------|--------------------------------|--------------------------|---------------------------|
| | Con | version or Modification | ICB | NA |
| 2. | 9-1- | 1 Trunks (Outswitching) | | |
| | (a) | Digital Central Office | ICB | \$32.00 |
| 3. | Inter | -Exchange Outswitch VG Circuit | (See Section | 7, Page 130) |
| 4. | 9-1- | 1 Features | | |
| | (a) | Emergency Ringback (Rering) | NA | (included in 2) |
| | (b) | Selective Routing | NA | (included in 2) |
| | (c) | Called Party Control | NA | (included in 2) |
| | (d) | Forced Disconnect | NA | (included in 2) |
| | (e) | Automatic Number | NA | (included in 2) |
| | Iden | tification (ANI) | | |
| | (f) | Access Order Charge | ICB | ICB |

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3.5. SPECIAL PROGRAMS, Continued

- ORIGINAL
- 3.5.2. Emergency Calling System E911 Customers, Continued
 - D. Rates and Charges, Continued

| | | | Non-Recurring Charges | Monthly Rates (Recurring) |
|----|-----------------------|---|--------------------------|---------------------------|
| 5. | Access Line Data Base | | | |
| | (a) (b) | Initial Listing Issue On-Going Updates | ICB NA | NA \$0.09 ⁴ |

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⁴ Per Access Line per exchange based upon an annual measurement date to be determined on an individual case basis.

3.5. SPECIAL PROGRAMS, Continued

ORIGINAL

3.5.3 211 Services

A. General

- 1. 211 Service ("211") is a three-digit local dialing arrangement available in specified areas for the delivery of community information and referral services via voice grade facilities. Pursuant to Order 00-256, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 211 code is assigned for access to community information and referral services.
- 2. Calls placed to 211 code will be routed to the point-to number based upon the central office switch where technically feasible.

B. Terms and Conditions

- 1. This services if provided subject to the availability of the 211 code.
- 2. 211 can be delivered via regular exchange access lines (by individual business line, PBX trunks, etc.).
- 3. Limitations and use of service apply as stated in Section 2 of this Tariff.
- 4. Directory listings may be provided for 211 at rates under the terms, conditions, and rates specified in section 5 of this Tariff.
- 5. Access to 211 is not available to the following classes of service:
 - 1+,
 - 0+, 0-(credit card, third-party billing, collect calls),
 - 101XXXX,

In addition, operator assisted calls to the 211 subscriber will not be completed.

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3.5. SPECIAL PROGRAMS, Continued

ORIGINAL

- 3.5.3. 211 Services, Continued
 - B. Terms and Conditions, Continued
 - 6. The 211subscriber is restricted from selling or transferring the 211 code to an unaffiliated entity, either directly or indirectly.
 - 7. 211 will not provide calling number information in real time to the 211 subscriber. If the 211 subscriber needs this type of information, the subscriber must subscribe to a compatible Caller Identification Service as specified elsewhere.
 - 8. Calls to the 211 code that translate to a disconnected number will be routed to intercept of the announcement facilities for a maximum of 60 days, when the 211 provider is a Company subscriber. The announcement provided may refer the caller to another telephone number. Callers placing calls to 211 from areas where 211 service is not being provided will be advised that the service is not available from their number.
 - 9. Disputes regarding geographic coverage by two or more 211 subscribers will be referred to the Arizona Corporate Commission.
 - 10. The Company will provision the subscriber's order within a reasonable time, given the complexity of the order. The 211 subscriber will be billed the nonrecurring charge when the service is provisioned by the Company.
 - 11. Only a single seven or ten-digit local number or a single ten-digit toll free number may be used as the point-to number.
 - 12. 211 Service is provided where facilities permit. If during this period, the 211 subscriber has failed to establish service or decides to discontinue service establishment, the 211 code will be recalled and the code will be considered available for reassignment. If the network has been provisioned for the subscriber, the nonrecurring charges will not be refunded or waived APPROVIDE FOR FILING

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Electric Lightwave, LLC dba Integra Telecom
1201 Northeast Lloyd Blvd. Suite 500
Portland, OR 97232

3.5. SPECIAL PROGRAMS, Continued

3.5.3. 211 Services, Continued

- B. Terms and Conditions, Continued
 - 13. The 211 subscriber should work separately with cellular or wireless companies to ascertain whether cellular or wireless Customers will be able to reach community information and referral services provided by dialing 211.
 - 14. 211 will be provided under the following conditions:
 - (a) The 211 subscriber will subscribe to adequate telephone facilities initially and subsequently as may be required to adequately handle calls to 211 without impairing the Company's general telephone service or telephone plant.
 - (b) The 211 subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases, and all other rights from all persons whose work, statements or performances are used in connection with the service, and from all holders of copyrights, trademarks, and patents used in connection with said service.
 - (c) The 211 subscriber will be liable for, and will indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, or any patent, trademark, copyright, or resulting from any claim of liable and slander.
 - (d) Suspension of 211 Service is not allowed.

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3.5. SPECIAL PROGRAMS, Continued

3.5.3. 211 Services, Continued

- B. Terms and Conditions, Continued
 - (e) The 211 subscriber will respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 211. If requested by the Company, the 211 subscriber will assist the Company in responding to complaints made to the Company concerning the subscriber's 211 service.
 - (f) The Company will provide both oral and written notification when a 211 subscriber's service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of 211. The Company reserves the right once notification is made to institute protective measures up to and including termination at any time and without further notice. The Company may take protective measures when the 211 subscriber makes no modification or is unwilling to accept modification in method of operation, or continues to cause service impairments.

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3.5. SPECIAL PROGRAMS, Continued

ORIGINAL

3.5.3. 211 Services, Continued

- B. Terms and Conditions, Continued
 - 15. The following conditions apply if the 211 subscriber provides a prerecorded announcement:
 - (a) The 211 subscriber will provide announcements. The Company will provide only delivery of the call.
 - (b) The provision of access to the 211 network by the Company for the transmission of announcements or recorded program services is subject availability of such facilities and the requirements of the local exchange network.
 - (c) The 211 subscriber assumes all financial responsibility for all costs involved in providing announcement or recorded program services including, but not limited to, the recorder-announcement equipment producing the recording, advertising and promotional expenses.
 - (d) The 211 subscriber assumes all financial responsibility, according to other specific rates and charges under this Tariff, for all facilities required to connect the recorder-announcement equipment located on the subscriber's premises.
 - 16. The Company may take all legal and practical steps to disassociate itself from 211 subscribers whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.
 - 17. The Company will not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties in Company facilities and equipment or on equipment owned or leased by the subscriber.

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3.5. SPECIAL PROGRAMS, Continued

ORIGINAL

3.5.3. 211 Services, Continued

- B. Terms and Conditions, Continued
 - 18. The Company, its employees, or its agents are not liable to any person for civil damages resulting from or caused by any act or omission in the development, design, installation, operation, maintenance, performance or provision of 211 service, except for willful or wanton misconduct.

C. Rates and Charges

- 1. A Service Establishment charge will apply per point-to number.
- 2. 211 subscribers will pay the normal Tariffed charges for the local exchange access arrangements used for transporting and terminating messages at the 211 subscriber's designated premises.
- 3. A Central Office Switch Activation charge will apply per central office translated to the point-to number and to change the point-to number.
- 4. Charges applicable to the 211 Service are as follows:

Nonrecurring Charge

(a) Service Establishment Charge

• Per Point-to-Number

\$"TBD"

(b) Central Office Switch Activation Charge

• Per Central Office Switch Translated or Changed

(c) 211 Market Expansion Service \$45.00

"TBD"

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3.5. SPECIAL PROGRAMS, Continued

ORIGINAL

3.5.4. 311 Services

A. Description

311 Service (311) is a three-digit local dialing arrangement available in specified areas for the delivery of non-emergency local government services via voice grade facilities. Pursuant to Order 00-256, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 311 code is assigned for non-emergency local government services.

B. Terms and Conditions

- 1. 311 Service is available in Integra territory only. To provide 311 access to end users in non-Integra territory, the 311 subscriber must make appropriate arrangements with the carrier in that territory.
- 2. This services is provided subject to the availability of the 311 code.
- 3. 311 can be delivered via regular exchange access lines (by individual business line, PBX trunks, etc.).
- 4. Limitations and use of service apply as stated in this Tariff.
- 5. Directory listings may be provided for 311 under the terms, conditions, rates, and charges specified herein.
- 6. Access to 311 is not available to the following classes of service:
 - 1+
 - 0+, 0- (credit card, third-party billing, collect calls)
 - 101XXXX

In addition, operator assisted calls to the 311 subscriber will not be completed.

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3.5. SPECIAL PROGRAMS, Continued



3.5.4. 311 Services, Continued

- B. Terms and Conditions continued
 - 7. The 311 subscriber is restricted from selling or transferring the 311 code to an unaffiliated entity, either directly or indirectly.
 - 8. 311 will not provide calling number information in real time to the 311 subscriber. If the 311 subscriber needs this type of information, the 311 subscriber must subscribe to a compatible Caller Identification Service as specified elsewhere.
 - 9. Calls to the 311 code that translate to a disconnected number will be routed to intercept of the announcement facilities for a maximum of 60 days, when the 311 provider is a Company subscriber. The announcement provided may refer the caller to another telephone number. Callers placing calls to 311 from areas where 311 Service is not provided will be advised that the service is not available from their number.
 - 10. Disputes regarding geographic coverage by two or more 311 subscribers will be referred to the Commission.
 - 11. The Company will provision the subscriber's order within a reasonable time, given the complexity of the order. The 311 subscriber will be billed the nonrecurring charge when the service is provisioned by the Company.

If during this period, the 311 subscriber has failed to establish service or decides to discontinue service establishment, the 311 code will be recalled and the code will be considered available for reassignment. if the network has been provisioned for the subscriber, the nonrecurring charges will not be refunded or waived.

12. Only a single seven or ten-digit local number or a single ten-digit toll free number may be used as the point-to number.

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3.5. SPECIAL PROGRAMS, Continued

- 3.5.4. 311 Services, Continued
 - B. Terms and Conditions continued
 - 311 Service is provided where facilities permit. 13.
 - 14. The 311 subscriber should work separately with cellular or wireless companies to ascertain whether cellular or wireless Customers will be able to reach non-emergency local government services provided by dialing 311.
 - 15. 311 service will be provided under the following conditions:
 - The 311 subscriber will subscriber to adequate telephone facilities (a) initially and subsequently as may be required to handle calls to 311 without impairing the Company's general telephone service or telephone plant.
 - The 311 subscriber is responsible for obtaining all necessary (b) permission, licenses, written consents, waivers and releases, and all other rights from all persons whose work, statements or performances are used in connection with the service, and from all holders of copyrights, trademarks, and patents used in connection with the service.
 - (c) The 311 subscriber shall be liable for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands, and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, or any patent, trademark, copyright, or resulting from any claim of liable or slander.
 - Suspension of 311 service is not allowed. (d)

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3.5. **SPECIAL PROGRAMS**, Continued

- 3.5.4. 311 Services, Continued
 - B. Terms and Conditions continued
 - 15. 311 service will be provided under the following conditions continued:
 - (e) The 311 subscriber will respond promptly to any and all complaints lodges with any regulatory authority against any service provided via 311. If requested by the Company, the 311 subscriber will assist the Company in responding to complaints made to the Company concerning the subscriber's 311 service.
 - (f) The Company will provide both oral and written notification when a 311 subscriber's service unreasonably interferes with or impairs other services rendered to the public by the Company or by other The Company reserves the right once subscribers of 311. notification is made to institute protective measure up to and including termination at any time and without further notice. The Company may take protective measure when the 311 subscriber makes no modification or is unwilling to accept modification in method of operation, or continues to cause service impairments.
 - 16. The following conditions apply if the 311 subscriber provides a prerecorded announcement:
 - (a) The 311 subscriber will provide announcements. The Company will provide only delivery of the call.
 - (b) The provision of access to the 311 network by the Company for the transmission of announcements or recorded program services is subject to availability of such facilities and the requirements of the local exchange network.

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3.5. SPECIAL PROGRAMS, Continued

ORIGINAL

3.5.4. 311 Services, Continued

- B. Terms and Conditions continued
 - 16. The following conditions apply if the 311 subscriber provides a prerecorded announcement continued:
 - (c) The 311 subscriber assumes all financial responsibility for all costs involved in providing announcement or recorded program services including, but not limited to, the recorder-announcement equipment producing the recording, advertising and promotional expenses.
 - (d) The 311 subscriber assumes all financial responsibility, according to other specific rates and charges under Tariff, for all facilities required to connect the recorder-announcement equipment located on the subscriber's premises.
 - 17. The Company may take all legal and practical steps to disassociate itself from 311 subscribers whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.
 - 18. The Company is not liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, its employees or agents, in connection with this Tariff. The Company will not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment or on equipment owned or leased by the subscriber.
 - 19. Calls to the 311 code will be routed to the point-to number based upon the central office switch and/or the Number Plan Area (NPA) of the calling party. Routing based upon NPA and NXX, ten-digit telephone or ZIP Codes can be provided where technically feasible.

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3.5. SPECIAL PROGRAMS, Continued

ORIGINAL

3.5.4. 311 Services, Continued

- C. Rates and Charges
 - 1. A Service establishment charge will apply per point-to number.
 - 2. 311 subscribers will pay the normal Tariffed charges for the local exchange access arrangements (e.g. business lines, PBX trunks, etc.) used for transporting and terminating messages at the 311 subscriber's designated premises.
 - 3. A Central Office Switch Activation charge will apply per central office translated to the point-to number and to change the point-to number.
 - 4. Charges applicable to the 311 services are as follows:

(a) Service establishment

Per point-to number

(b) Central Office Switch
Activation Charge

Per Central Office Switch
Translated

ICB

(c) Charge per call routed

Non-recurring
Charge

ICB

311 Market Expansion Service45.00

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(d)

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3.5. SPECIAL PROGRAMS, Continued

3.5.5. 511 Services

A. General

- 1. 511 Service ("511") is a three digit local dialing arrangement available in specified areas for the delivery of travel information services via voice grade facilities. Pursuant to Order 00-256, issued by the Federal Communications Commission (FCC) in CC Docket 91-105, the 511 code is assigned for access to travel information services.
- 2. With the effective date of this Tariff, the 511 Service is provided to an agency as determined by the State of Arizona
- 3. Calls placed to 511 code will be routed to the point-to-number based upon the central office switch where technically feasible.

B. Terms and Conditions

- 1. These services will be provided subject to the availability of the 511 code.
- 2. 511 can be delivered via regular exchange access lines (by individual business line, PBX trunks, etc.)
- 3. Limitations and use of service apply as stated in Section 2 of this Tariff.
- 4. Directory Listings may be provided for 511 at rates under the terms, conditions, and rates specified in Section 5 of this Tariff.
- 5. Access to 511 is not available to the following classes of service:
 - 1+
 - 0+, 0- (credit card, third-party billing, collect calls)
 - 101XXXX

In addition, operator assisted calls to the 511 subscriber will not be completed.

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3.5. SPECIAL PROGRAMS, Continued

3.5.5. 511 Services, Continued

- B. Terms and Conditions, Continued
 - 6. The 511 subscriber is restricted from selling or transferring the 511 code to an unaffiliated entity, either directly or indirectly.
 - 7. 511 will not provide calling number information in real time to the 511 subscriber. If the 511 subscriber needs this type of information, the subscriber must subscribe to a compatible Caller Identification Services as specified elsewhere.
 - 8. Calls to the 511 code that translate to a disconnected number will be routed to intercept of the announcement facilities for a maximum of 60 days, when the 511 provider is a Company subscriber. The announcement provided may refer the caller to another telephone number. Callers placing calls to 511 from areas where 511 service is not being provided will be advised that the service is not available from their number.
 - 9. Disputes regarding geographic coverage by two or more 511 subscribers will be referred to the Arizona Corporate Commission.
 - 10. The Company will provide the subscriber's order within a reasonable time, given the complexity of the order. The 511 subscriber will be billed the nonrecurring charge when the service is provisioned by the Company.

If during this period, the 511 subscriber has failed to establish service or decides to discontinue service establishment, the 511 code will be recalled and the code will be considered available for reassignment. If the network has been provisioned for the subscriber, the nonrecurring charges will not be refunded or waived.

11. Only a single seven or ten-digit local number or a single ten-digit toll free number may be used as the point-to number.

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3.5. SPECIAL PROGRAMS, Continued

ORIGINAL

- 3.5.5. 511 Services, Continued
 - B. Terms and Conditions, Continued
 - 12. 511 Service is provided where facilities permit.
 - 13. The 511 subscriber should work separately with cellular or wireless companies to ascertain whether cellular or wireless Customers will be able to reach travel information services provided by dialing 511.
 - 14. 511 service will be provided under the following conditions:
 - (a) The 511 subscriber will subscriber to adequate telephone facilities initially and subsequently as may be required to adequately handle calls to 511 without impairing the Company's general telephone service or telephone plant.
 - (b) The 511 subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases, and all other rights from all persons whose work, statements or performances are used in connection with the service, and from all holders of copyrights, trademarks, and patents used in connection with said service.
 - (c) The 511 subscriber will be liable for, and will indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out or and resulting directly or indirectly from the service or in connection therewith, including but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, or any patent, trademark, copyright, or resulting from any claim of liable and slander.

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3.5. SPECIAL PROGRAMS, Continued

3.5.5. 511 Services, Continued

- B. Terms and Conditions, Continued
 - 14. 511 service will be provided under the following conditions, continued
 - (d) Suspension of 511 Service is not allowed.
 - (e) The 511 subscriber will respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 511. If requested by the Company, the 511 subscriber will assist the Company in responding to complaints made to the Company concerning the subscriber's 511 service.
 - (f) The Company will provide both oral and written notification when a 511 subscriber's service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of 511. The Company reserves the right once notification is made to institute protective measures up to and including termination at any time and without further notice. The Company may take protective measures when the 511 subscriber makes no modification or is unwilling to accept modification in method of operation, or continues to cause service impairments.
 - 15. The following conditions apply if the 511 subscriber provides a prerecorded announcement:
 - (a) The 511 subscriber will provide announcements. The Company will provide only delivery of the call.
 - (b) The provision of access to the 511 network by the Company for the transmission of announcements or recorded program services is subject to availability of such facilities and the requirements of the local exchange network.

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- 3.5. **SPECIAL PROGRAMS**, Continued
- 3.5.5. 511 Services, Continued
 - В. Terms and Conditions, Continued
 - 15. The following conditions apply if the 511 subscriber provides a pre-recorded announcement, continued
 - The 511 subscriber assumes all financial responsibility for all costs involved in providing announcement or recorded program services including, but not limited to, the recorder-announcement equipment producing the recording, advertising and promotional expenses.
 - (d) The 511 subscriber assumes all financial responsibility, according to other specific rates and charges under Tariff, for all facilities required to connect the recorder-announcement equipment located on the subscriber's premises.
 - The Company may take all legal and practical steps to disassociate itself from 511 subscribers whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.
 - The Company will not be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure or performance by the Company, or its employees, or agents, in connection with this Tariff. The Company will not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment or on equipment owned or leased by the subscriber.

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3.5. SPECIAL PROGRAMS, Continued

3.5.5. 511 Services, Continued



- C. Rate and Charges
 - 1. A Service Establishment charge will apply per point-to number.
 - 2. 511 subscribers will pay the normal Tariffed charges for the local exchange access arrangements used for transporting and terminating messages at the 511 subscriber's designated premises.
 - 3. A Central Office Switch Activation charge will apply per central office translated to the point-to number and to change the point-to number.
 - 4. Charges applicable to the 511 Service are as follows:

| | | Nonrecurring Charge |
|-----|---|------------------------|
| (a) | Service Establishment Charge | |
| | Per Point-to Number | ICB |
| (b) | Central Office Switch Activation Charge | |
| | Per Central Office Switch Translated or Changed | ICB |
| (c) | 511 Market Expansion Service | \$45.00 |

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3.5. SPECIAL PROGRAMS, Continued

ORIGINAL

3.5.6. 711 Services

A. General

711 service ("711") is a three-digit local dialing arrangement for telephone transmission access to all Telecommunications Relay Service (TRS) entities as a toll free call. Pursuant to Order 00-257, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 711 code is assigned for nationwide access to TRS entities.

B. Terms and Conditions

- 1. This service is provided subject to the availability of the 711 code.
- 2. 711 can be delivered via regular exchange access lines (by individual business lines, PBX trunks, etc.)
- 3. Limitations and use of service apply as stated in Section 2 of this Tariff.
- 4. Directory Listings may be provided for 711 at no charge.
- 5. Access to 711 is not available to the following classes of service:
 - <u>|</u>+
 - 0+, 0- (credit card, third-party billing, collect calls)
 - 101XXXX

In addition, operator assisted calls to the 711 subscriber will not be completed.

- 6. The 711 subscriber is restricted from selling or transferring the 711 code to an unaffiliated entity, either directly or indirectly.
- 7. 711 will not provide calling number information in real time to the 711 subscriber. If the 711 subscriber needs this type of information, the 711 subscriber must subscribe to a compatible Caller Identification Service as specified elsewhere.

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Sheila Harris, Manager, Government Affairs Electric Lightwave, LLC dba Integra Telecom 1201 Northeast Lloyd Blvd. Suite 500 Portland, OR 97232

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3.5. SPECIAL PROGRAMS, Continued

- 3.5.6. 711 Services, Continued
 - В. Terms and Conditions, Continued
 - Calls to the 711 code that translate to a disconnected number will be routed to intercept of the announcement facilities for a maximum of 60 days, when the 711 provider is a Company subscriber. The announcement provided may refer the caller to another telephone number. Callers placing calls to 711 service from areas where 711 service is not provided will be advised that the service is not available from their number.
 - Only a single seven or ten-digit local number or a single ten-digit toll free number may be used as the point-to number.
 - 10. 711 Service is provided where facilities permit.
 - 11. The 711 subscriber should work separately with cellular or wireless companies to ascertain whether cellular or wireless Customers will be able to reach relay services provided by dialing 711.
 - 12. 711 will be provided under the following conditions:
 - (a) The 711 subscriber will subscribe to adequate telephone facilities initially and subsequently as may be required, in the judgment of the Company, to handle calls to 711 without impairing the Company's general telephone service or telephone plant.
 - (b) The 711 subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases, and all other rights from all persons whose work, statements, or performances are used in connection with the service, and from all holders of copyrights, trademarks, and patents used in connection with said service.

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3.5. SPECIAL PROGRAMS, Continued

ORIGINAL

- 3.5.6. 711 Services, Continued
 - B. Terms and Conditions, Continued
 - 12. 711 will be provided under the following conditions, continued
 - (c) The 711 subscriber will be liable for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, or any patent, trademark, copyright, or resulting from any claim of liable or slander.
 - (d) Suspension of 711 Services is not allowed.
 - (e) The 711 subscriber will respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 711. At the Company's request, the 711 subscriber will assist in responding to complaints made to the Company concerning the subscriber's 711 service.
 - (f) The Company will provide both oral and written notification when a 711 subscriber's service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of 711. The Company reserves the right once notification is made to institute protective measures up to and including termination at any time and without further notice. The Company may take protective measure when the 711 subscriber makes no modification or is unwilling to accept modification or is unwilling to accept modification in method of operation, or continues to cause service impairments.

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3.5. SPECIAL PROGRAMS, Continued

ORIGINAL

3.5.6. 711 Services, Continued

- B. Terms and Conditions, Continued
 - 13. The following conditions apply if the 711 subscriber provides a prerecorded announcement:
 - (a) The 711 subscriber will provide announcements. The Company will provide only delivery of the call.
 - (b) The Company's provision of access to the 711 network for transmission of announcements or recorded program services is subject to the availability of such facilities and the requirements of the local exchange network.
 - (c) The 711 subscriber assumes all financial responsibility for all costs involved in providing announcement or recorded program services including but not limited to, the recorder-announcement equipment producing the recording, advertising and promotional expenses.
 - (d) The 711 subscriber assumes all financial responsibility, according to other specific rates and charges under tariff, for all facilities required to connect the recorder-announcement equipment located on the subscriber's premises.
 - 14. The Company may take all legal and practical steps to disassociate itself from 711 subscribers whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.

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3.5. **SPECIAL PROGRAMS**, Continued

3.5.6. 711 Services, Continued

- B. Terms and Conditions, Continued
 - 15. The Company is not liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties, Company facilities and equipment or on equipment owned or leased by the subscriber.
 - 16. Calls placed to the 711 code will be routed to the point-to number based upon the central office switch and/or the Number Plan Area (NPA) of the calling party. Routing based upon NPA and NXX, ten-digit telephone number or ZIP Codes can be provided where technically feasible.
 - 17. 711 subscribers will pay the normal Tariffed charges for the local exchange access arrangements (e.g., PBX trunks Centrex Type Services lines, etc.) used for transporting and terminating messages at the 711 subscriber's designated premises.

C. Rate and Charges

1. There will be no rates or charges for the 711 Services.

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3.5. SPECIAL PROGRAMS, Continued

ORIGINAL

3.5.7. 811 Services

A. Description

811 Service (811) is a three-digit local dialing arrangement available in specified areas used for access to One Call systems via voice grade facilities. Pursuant to Order 05-59, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 811 code is established as the national abbreviated dialing code to be used by state One Call notification systems in order to provide a means for excavators and the general public to notify underground facility operators in advance of their intent to engage in excavation activities in compliance with the Pipeline Safety Improvement Act of 2002 (the Pipeline Safety Act).

B. Terms and Conditions

- 1. 811 Service is available in Integra territory only. To provide access to end users in another carrier's territory, the 811 subscriber must make appropriate arrangements with the carrier serving that territory.
- 2. This service is provided subject to the availability of the 811 code.
- 3. 811 can be delivered via regular exchange access lines (by individual business lines, PBX trunks, etc.).
- 4. Limitations and use of service apply as stated in this Tariff.
- 5. Directory listings may be provided for 811 under the terms, conditions, and rates specified herein.
- 6. Access to 811 is not available to the following classes of service:
 - 1+
 - 0+, 0- (credit card, third-party billing, collect calls)
 - 101XXXX

In addition, operator assisted calls to the 811 subscriber will not be completed.

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3.5. SPECIAL PROGRAMS, Continued

3.5.7. 811 Services, Continued

- B. Terms and conditions, Continued
 - 7. The 811 subscriber is restricted from selling or transferring the 811 code to an unaffiliated entity, either directly or indirectly.
 - 8. 811 will not provide calling number information in real time to the 811 subscriber. If the 811 subscriber needs this type of information, the subscriber must subscribe to a compatible Caller Identification Service as specified elsewhere.
 - 9. Calls to the 811 code that translate to a disconnected number will be routed to intercept of the announcement facilities for a maximum of 60 days, when the 811 provider is a Company subscriber. the announcement provided may refer the caller to another telephone number. Callers placing calls to 811 from areas where 811 service is not being provided will be advised that the service is not available from the number.
 - 10. Disputes regarding geographic coverage by two or more 811 subscribers will be referred to the Commission.

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3.5. SPECIAL PROGRAMS, Continued

ORIGINAL

3.5.7. 811 Services, Continued

- B. Terms and conditions, Continued
 - 11. The Company will provision the subscriber's order within a reasonable time, given the complexity of the order. The 811 subscriber will be billed the nonrecurring charge when the service is provisioned by the Company.

If during this period, the 811 subscriber has failed to establish service or decides to discontinue service establishment, the 811 code will be recalled and the code will be considered available for reassignment. If the network has been provisioned for the subscriber, the nonrecurring charges will not be refunded or waived.

- 12. Only a single seven or ten-digit local number or a single ten-digit toll free number may be used as the point-to number.
- 13. The 811 subscriber should work separately with cellular or wireless companies to ascertain whether cellular or wireless Customers will be able to reach the One Call Center for services provided by dialing 811.
- 14. 811 will be provided under the following conditions
 - (a) The 811 subscriber will subscriber to adequate telephone facilities initially and subsequently as may be required to adequately handle all calls to 811 without impairing the Company's general telephone service or telephone plant.
 - (b) The 811 subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases, and all other rights from all persons whose work, statements or performances are used in connection with the service, and from all holders of copyrights, trademarks, and patents used in connection with the service.

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3.5. SPECIAL PROGRAMS, Continued



3.5.7. 811 Services, Continued

- B. Terms and conditions, Continued
 - 14. 811 will be provided under the following conditions, Continued
 - (c) The 811 subscriber will be liable for, and will indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, or any patent, trademark, copyright or resulting from any claim of liable and slander.
 - (d) Suspension of 811 service is not allowed.
 - (e) The 811 subscriber will respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 811. If requested by the Company, the 811 subscriber will assist the Company in responding to complaints made to the Company concerning the subscriber's 811 service.
 - (f) The Company will provide both oral and written notification when an 811 subscriber's service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of 811. The Company reserves the right once notification is made to institute protective measure up to and including termination at any time and without further notice. The Company may take protective measure when the 811 subscriber makes no modification or is unwilling to accept modification in method of operation, or continues to cause service impairments.

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3.5. SPECIAL PROGRAMS, Continued



3.5.7. 811 Services, Continued

- B. Terms and conditions, Continued
 - 15. The following conditions apply if the 811 subscriber provides a prerecorded announcement:
 - (a) The 811 subscriber will provide announcements. The Company will provide only delivery of the call.
 - (b) The provision of access to the 811 network by the Company for the transmission of announcements or recorded program services is subject to the availability of such facilities and the requirements of the local exchange network.
 - (c) The 811 subscriber assumes all financial responsibility for all costs involved in providing announcement or recorded services including, but not limited to, the recorded-announcement equipment producing the recording, advertising, and promotional expenses.
 - (d) The 811 subscriber assumes all financial responsibility, according to other specific rates and charges under Tariff, for all facilities required to connect the recorder-announcement equipment located on the subscriber's premises.
 - 16. The Company may take all legal and practical steps to disassociate itself from 811 subscribers who business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.
 - 17. The Company will not be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents in connection with this Tariff. The Company will not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment or on equipment owned or leased by the subscriber.

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3.5. SPECIAL PROGRAMS, Continued

ORIGINAL

3.5.7. 811 Services, Continued

- B. Terms and conditions, Continued
 - 18. Calls placed to the 811 code will be routed to the point-to number based upon the central office switch and/or the Number Plan Area (NPA) of the calling party. Routing based upon NPA and NXX, ten-digit telephone number or ZIP Codes can be provided where technically feasible.

C. Rates and Charges

- 1. A Service establishment charge will apply per point-to number.
- 2. 811 subscribers will pay the normal Tariff charges for the local exchange access arrangements (e.g. business lines, PBX trunks, etc.) used for transporting and terminating messages at the 811 subscriber's designated premises.
- 3. A Central Office Switch Activation charge will apply per central office translated to the point-to number and to change the point-to number.
- 4. Charges applicable to the 811 services are to be determined.

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4.1. GENERAL

- 4.1.1. Long distance interexchange service includes 1+, 800, Operator Services, Directory Assistance, Private Line and Special Access Services. Services will be offered on an IntraLATA and InterLATA basis and will be provided via a combination of leased and owned facilities. Such services may be offered in conjunction with local service or on a stand-alone basis. Customers may access the company network either directly or via facilities of the local exchange carrier.
- 4.1.2. Use of the Company's Long Distance Interexchange Service is subject to the rules and regulations set forth herein and in Section 2 of this Tariff.

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SECTION 4 - INTEGRA LONG DISTANCE INTEREXCHANGE SERVICE, Continued

4.2. APPLICATION OF RATES

4.2.1. Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates that are produced by Bell Communication Research in their NPA /NXX V&H Coordinate Tape and AT&T Tariff No. 10.

Formula:

(V1 - V2) + (H1 - H2)

10

4.2.2. Account Codes, Verified Account Codes

Account Codes will be provided at Customer's request. Account Codes allow the Customer to utilize a code prior to dialing a long distance call to provide customized billing. Verified Account Codes require the Customer to enter a valid Account Code prior to the call as an authorization mechanism. If an invalid Verified Account Code is entered, the call will not complete.

4.2.3. Individual Case Basis (ICB) Arrangements

In addition to services offered with this Long Distance Interexchange Service section, Company shall also offer individually priced services.

4.2.4. Charges for Service and Billing Increments

Minutes of use (MOU) under each rate plan are calculated by adding the chargeable minutes for each separate message. Charges are computed according to one of the company's rate plans. Under each rate plan charges per minute of use vary depending on the usage level committed to by the Customer and the length of the commitment to use the Company as the Customer's presubscribed long distance carrier. Chargeable minutes are based on the duration of network use.

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4.3. DESCRIPTION OF LONG DISTANCE INTEREXCHANGE SERVICE

- 4.3.1. Long Distance Interexchange Service is telephone service that allows Customers to place calls from Customer location to locations outside the Customer's local calling area. Customers may also receive calls that originate from other locations worldwide. Also included is travel card service for calling to nationwide locations while traveling. Services are offered on a month-to-month basis, and for terms of 1 year or more.
 - A. Long Distance Interexchange Switched Service is offered whereby originating calls are routed by the Local Exchange Company (LEC) to Company's network. Call termination is completed through a combination of Company's facilities and LEC facilities.
 - B. Long Distance Interexchange Dedicated Service is offered whereby calls originate via dedicated facilities between the Customer's premise and Company's point-of-presence (POP). Call termination is completed through a combination of Company facilities and LEC facilities.
 - C. Long Distance Interexchange Switched 8XX (800/888/877) Service is offered whereby call originate via LEC facilities. Call termination is completed via local exchange lines at the Customer's premise.
 - D. Long Distance Interexchange Dedicated 8XX (800/888/877) Service is offered whereby calls originate via LEC facilities. Call termination is completed via dedicated facilities between the Customer's premise and Company's point-of-presence (POP).
 - E. **Travel Card Service** is available for use while traveling. Access is gained by dialing a Toll Free number, then the Travel Card number, whish is 14 digits, and then the called number.
 - F. Toll Free Inbound Service is an inward calling service. It permits termination of intrastate calls from diverse geographic locations to Customer local exchange lines or to dedicated access facilities. With Company Toll Free Service, the Customer is billed for the call rather than the call originator. Calls are billed in six (6) second increments with an initial period, for billing purposes, of eighteen (18) seconds.

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4.3. DESCRIPTION OF LONG DISTANCE INTEREXCHANGE SERVICE

4.3.1. Continued

G. For Long Distance purposes, "On-Net" and "All Calls" are used to define Switched call types where Integra is also the Customer's LEC. "Off Net" is used to describe Switched Long Distance service where Integra is not the Customer's LEC.

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4.4. LONG DISTANCE INTEREXCHANGE SERVICE RATES AND CHARGES

4.4.1. Outbound "1+" Service. Integra Switched and Dedicated "1+" Maximum Service Rates Per Minute, all times, not including surcharges:

| Access | Intrastate Rate |
|--------------------------|-----------------|
| Dedicated | \$0.075 |
| On Net (aka "All Calls") | \$0.075 |
| Off Net | \$0.11 |

Verified Account Codes are available with Outbound 1+ Service.

| | Monthly Recurring | Non-Recurring Charge | |
|------------------------|-------------------|----------------------|--|
| Service | Charge | | |
| Verified Account Codes | \$22.50 | \$45.00 | |

4.4.2. Inbound "Toll Free" Service. Integra Switched and Dedicated "Toll Free" Service Rates Per Minute, all times, not including surcharges:

| Access | Intrastate Rate |
|--------------------------|-----------------|
| Dedicated | \$0.075 |
| On Net (aka "All Calls") | \$0.075 |
| Off Net | \$0.11 |

"Toll Free" calls placed from a public payphone will be assessed a charge of \$0.95 in addition to the per minute rate charged above. This surcharge is assessed based on the ANIii (Info. Digits) provided to Integra. Info. Digits of 07, 27, 29, and 70 in conjunction with a Toll Free call are considered to be public payphone-originated, and will have this surcharge attached.

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4.4. LONG DISTANCE INTEREXCHANGE SERVICE RATES AND CHARGES, continued

Inbound "Toll Free" Service, Monthly Recurring Charges, Maximum Rates

| | Monthly Recurring | Non-Recurring Charge |
|--------------------------------|---------------------------------|----------------------|
| Toll Free Service | Charge (Installation or Change) | |
| Toll Free Service Charge | \$5.00 per number | \$0.00 |
| Directory Listing | \$27.00 | \$22.50 |
| Call Blocking, Area Code | \$0.00 | \$150.00 |
| Time of Day / Day of | \$52.50 | \$150.00 |
| Week Routing | | |
| Real Time ANI | \$150.00 | \$300.00 |
| DNIS Delivery | \$52.50 | \$112.50 |
| Overflow to Switched | ICB | \$75.00 |
| Overflow to Dedicated | ICB | \$75.00 |
| Payphone Blocking ⁵ | \$20.00 | \$25.00 |
| Geographic Routing | \$40.00 | \$25.00 |

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⁵ Payphone Blocking is "best efforts" only, and will not block all payphone-originations, nor will it result in a waiver of any payphone surcharges being billed to Customer.

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SECTION 4 - INTEGRA LONG DISTANCE INTEREXCHANGE SERVICE, Continued

4.4. LONG DISTANCE INTEREXCHANGE SERVICE RATES AND CHARGES, Continue ORIGINAL

4.4.5 Company Travel Card Service Rates Per Minute

Rate Per Minute

All Times

\$0.225

4.4.6 Long Distance Packages

This service is available to Customers that purchase Integra local voice services and applied to all local lines at the Customer's physical location. All lines at the location must be PIC'd to Integra for both intrastate and interstate long distance services.

| Minute | Package | Monthly Recurring | | Overage Rate | |
|---------|---------------------|-------------------|--------|--------------|-----------------|
| Package | ckage Charge | | | | |
| 200 | ValuePlanPlus 200 | \$ | 10.00 | \$ | 0.0700 |
| (500 | ValuePlanPlus 500 | \$ | 19.99 | \$ | 0.0700 |
| 700 | ValuePlanPlus 700 | \$ | 27.99 | \$ | 0.0700 |
| 1,000 | ValuePlanPlus 1000 | \$ | 39.99 | \$ | 0.0600 |
| 1,500 | ValuePlanPlus 1500 | \$ | 59.99 | \$ | 0.0600 |
| 2,000 | ValuePlanPlus 2000 | \$ | 79.99 | \$ | 0.0600 |
| 2,500 | ValuePlanPlus 2500 | \$ | 99.99 | \$ | 0.0600 |
| 3,000 | ValuePlanPlus 3000 | \$ | 110.00 | \$ | 0.0500 |
| 5,000 | ValuePlanPlus 5000 | \$ | 180.00 | \$ | 0.0500 |
| 7,500 | ValuePlanPlus 7500 | \$ | 270.00 | \$ | 0.0500 |
| 10,000 | ValuePlanPlus 10000 | \$ | 299.99 | \$ | 0.0500 |
| 12,000 | ValuePlanPlus 12000 | \$ | 360.00 | \$ | 0.0500 |
| 14,000 | ValuePlanPlus 14000 | \$ | 410.00 | \$ | 0.0500 |
| 18,000 | ValuePlanPlus 18000 | \$ | 525.00 | \$ | 0.0500 |
| 20,000 | ValuePlanPlus 20000 | \$ | 579.00 | \$ | 0.0500 |
| 25,000 | ValuePlanPlus 25000 | \$ | 700.00 | \$ | 0.0500 |
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SECTION 5 – INTEGRA OPERATOR SERVICE

ORIGINAL

5.1. **REGULATIONS**

In addition to the rules and regulations set forth in Section 2 of this Tariff, the following provisions apply to this Service:

- 5.1.1. Company offers interexchange operator services for pre-subscribed Customers.
- 5.1.2. Company Operator Service is designed to accommodate credit card/calling card, collect, station-to-station, person-to-person, and third party calling.
- 5.1.3. Billing for credit card/calling card includes any acceptable financial card which Company deems appropriate. Examples include Visa, MasterCard, and American Express.
- 5.1.4. Except in the case of commercial credit card bills where calling detail is not currently available, the bill will indicate the date of the call, originating point, terminating point, length of call, and total charge.
- 5.1.5. Uncompleted calls will not be billed. If an uncompleted call is billed, any amount collected will be refunded when the uncompleted nature of the call is discovered.
- 5.1.6. Time increments for billing purposes will not exceed one (1) minute.
- 5.1.7. Company will identify itself as the provider in a pre-announcement on all calls. Company's identification will be in sufficient time to allow pre-billing disconnect for all calls handled on an automated basis.
- 5.1.8. Company will, without charge, quote its rates upon request from an end user. The rate shall include all charges to be incurred by the end user.

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SECTION 5 – INTEGRA OPERATOR SERVICE, Continued

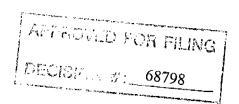
5.2. DESCRIPTION OF SERVICE

- ORIGINAL
- 5.2.1. **Bill to Third Party** is a call, which may be charged to an authorized station as determined by Company other than the station originating the call or the station where the call is terminated. Bill to third party may be person-to-person or station-to-station as designated by the calling party.
- 5.2.2. **Person-to-Person and Station-to-Station** calls may be billed against or collected from the called station indicating a "collect" call if the charges are accepted at the called station.
- 5.2.3 **Collect** calls are calls which are charged back to the called party.

5.3. RATES AND CHARGES

5.3.1. Surcharges Per Call

| | Per Call | Usage Per |
|-----------------------------|----------|------------------|
| | | Minute |
| Operator Collect | \$3.10 | \$0.25 |
| Operator Station-to-Station | \$3.10 | \$0.25 |
| Person-to-Person | \$5.25 | \$0.25 |
| Bill to Third Party | \$3.10 | \$0.25 |



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SECTION 6 – INTEGRA DIRECTORY ASSISTANCE SERVICE

6.1. **REGULATIONS**

In addition to the rules and regulations set forth in Section 2 of this Tariff, the following provisions apply to this Service:

- 6.1.1. Telephone calls by Customers for telephone number listings will be answered and numbers given if the requested number is listed the Directory Assistance records.
- 6.1.2. Requests placed through the operator when normal Directory Assistance service is available are subject to the rate for direct dialed calls plus the charge for other operator station-to-station Operator Assistance.
- 6.1.3. Use of Directory Assistance Service is subject to the limitations of liability set forth in Section 2.6 of this Tariff.

6.2. RATES

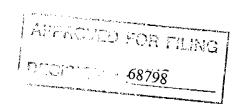
The rate set forth below applies for calls to Directory Assistance nationwide, except as provided otherwise. This charge per call includes Call Completion, if requested, to the number requested. Call Completion is available to numbers located in the US, its territories, and Canada.

Local Directory Assistance per Call

\$1.75

National Directory Assistance per Call

\$1.75



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SECTION 7 – INTEGRA PRIVATE LINE SERVIÇE__

7.1. GENERAL

7.1.1. Company Private Line Services are the furnishing of facilities for communications provided between two or more Customer's premises, between a Customer premise and Company point-of-presence (POP) location, or between LEC hubs. Private line services can be used for transmission of local and/or long distance transmission. Multiple offerings are available.

7.2. SERVICE DESCRIPTION

- 7.2.1. Analog Private Line Voice Grade Service is for the transmission of voice or data in the nominal frequency range of 300 to 3000 Hz and may be terminated two-wire or four-wire voice grade channels. Optional features and functions available include data bridging, conditioning, data capability, signaling, and effective four-wire transmission with two-wire interface.
- 7.2.2. **Digital Data Service** is duplex four-wire Transmission of synchronous serial data at the rate of 2.4, 4.8, 9.6, or 56 KBPS. Optional features and functions available include central office bridging capability and central office multiplexer connecting arrangement
- 7.2.3. **DS-1 Service** is a high-capacity channel for the transmission of 1.544 MBPS isochronous serial data having a line code of bipolar with alternate mark inversion. The Customer must provide the Network Channel Terminating Equipment associated with the DS-1 channel at the Customer's premises. Optional features and functions available include automatic loop transfer, central office multiplexing-DS-1 to voice, and central office multiplexer connecting arrangement. DS-1 service can be channelized into 24 individual channels which can have local and/or long distance calling capabilities. Channels can be designed to have direct inward dialing (DID), direct outward dialing (DOD), or 2-way calling capability. Service can also be in the Integrated service digital network (ISDN) format which is time division multiplexed into 23B and 1D channels.
- 7.2.4. **DS-3 Service** is a high-capacity channel for the transmission of 44.736 MBPS isochronous serial data having a line code of bipolar. The Customer must provide the Network Channel Terminating Equipment associated with the DS-3 channel at the Customer's premise. Optional features available include central office multiplexing-DS-3 to DS-1.

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SECTION 7 – INTEGRA PRIVATE LINE SERVICE, Continued INIAL

7.3. RATES

Rates for Company Private Line Services are established on an Individual Case By Case Basis.

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SECTION 8 – GRANDFATHERED SERVICES

8.1 VIRTUAL PRIVATE EXCHANGE SERVICE



VPX gives customers the flexibility to design their own telecommunications system using Company equipment and some of the most advanced services available. The system can be upgraded at any time. VPX has over 40 standard and 20 optional features to choose from. VMS with the optional Electronic Business Sets allows access to over 40 features by pressing a single key. Multiple locations can be connected together, giving the appearance to phone users that they are on one system. Instead of users dialing long strings of digits to call another person in the company, they can dial the calling parties extension number. Equipment is monitored twenty-four hours a day, seven days a week.

8.1.1. VPX Optional Features

A. Automatic Route Selection

Automatic Route Selection allows customers to have VPX specific trunk routes automatically searched to locate idle outgoing trunks. This feature directs outgoing calls over the customer's most preferred facility routes for call completion. Usually the least expensive route is chosen first. The routes are designed as part of the VPX system software. Facilities used in the routes can be any long distance carrier, direct access line (WATS-like service), Tielines or local outgoing facility.

B. Call Forward Busy - Programmable

Allows the Customer to have incoming calls forwarded to another predetermined number in a different central office switch if the called number is busy.

C. Call Forward Don't Answer - Programmable

Allows the Customer to have incoming calls forwarded to another predetermined number in a different central office switch if the Customer does not answer after a preset number of ringing cycles.

D. Calling Number Delivery

Displays the call identification information and the calling party's directory number (including nonpublished and nonlisted directory numbers) prior to the call being answered. Callers have the ability to block the delivery of calling party information to the terminating number.

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8.1 VIRTUAL PRIVATE EXCHANGE SERVICE, Continued

ORIGINAL

8.1.1. VPX Optional Features, Continued

E. Calling Name & Number Delivery

Displays the call identification information and the calling party's directory number and name prior to the call being answered. This service requires a special display device. This service is provided only where technically available.

F Direct Inward System Access

Direct Inward System Access enables a customer's clients or personnel to access network facilities from a remote location without the assistance of an attendant or another station user. Feature capabilities generally include: Security Codes and Access to Private Network facilities, Data Services, Dial Dictation and Paging Equipment.

G. Meet Me Conference

Meet Me Conference provides the ability to establish - at a predetermined time - a conference of up to 30 members. The conferees can be internal or external to the customer group.

H. Music on Hold

Music on Hold provides the capability of terminating an outside music source on a DMS 100 trunk termination. VPX or EBS users have the option of hearing music when a call is parked, placed on hold, calls an attendant queue or waits in a UCD queue.

I. Message Waiting Visual

This feature provides a visual indication that a message is being held at a message center or that another VPX station wishes to be called back. It is available to non Electronic Business Set users.

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8.1 VIRTUAL PRIVATE EXCHANGE SERVICE, Continued

ORIGINAL

8.1.1. VPX Optional Features, Continued

J. Six Port Conferencing

This feature allows a station to establish a conference call consisting of more than three conferees (with a maximum of six) without the assistance of an attendant.

K. Uniform Call Distribution (UCD)

This feature allows for an even distribution of incoming calls to a directory number over a group of predesignated stations. The group of stations is called a UCD group. It may consist of both single line and Electronic Business Set telephones.

L. Miscellaneous Facility Termination

Facility types allowed to terminate on a common block within the DMS 100 are:

DID To PBX - Direct-Inward Dialing allows station users to make calls to users on a PBX by just dialing an extension number.

DOD From PBX - Utilizing Direct-Outward Dialing, a station user can receive calls from a PBX. The PBX user will dial only the extension number of the called station.

Dial Dictation - Provides trunk side access to a customer provided dial dictation device.

Tie Line To Long Distance Carrier - Allows direct access to and from a long distance provider. These facilities can be reached using the Automatic Route Selection feature or simply a different access code (i.e. 8).

Tie Line To Other VPX - Allows direct access to another Centrex or VPX system. Intercom dialing plans can be utilized.

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8.1 VIRTUAL PRIVATE EXCHANGE SERVICE, Continued

8.1.1. VPX Optional Features, Continued

M. Loudspeaker Paging, Trunk Side

This feature allows loudspeaker paging equipment to be terminated on a trunk rather than on a line.

N. Electronic Business Set

Used for the provisioning of certain VPX optional features, Electronic Business Sets are proprietary sets available only off the DMS-100. These sets are designed to be practical, functional, and convenient. Each key can be assigned either a Telephone Number or a feature. The later allows the use of a feature without dialing the feature activation code.

O. Multiple Appearance Directory Number (MADN)

Multiple Appearance Directory Number provides a cost effective way to supply additional call completion capacity to a group by enabling a Directory Number to be assigned to more than one VPX station user at a time. Every MADN must be assigned to one VPX telephone as the Primary Directory Number of that set; and that set is designated as the Primary Member of the MADN. A primary member may be a 2500 set. All sets that are assigned this directory number as known as a MADN group.

There are two possible MADN arrangements: A Single Call Arrangement allows only one set in the group to be active on a MADN call at one time, while a Multiple Call Arrangement permits more than one set to be active on MADN calls simultaneously. In the second case, the number of simultaneous calls is limited only by the number of members in the MADN group. A MADN group may have up to 8 station/members.

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8.1 VIRTUAL PRIVATE EXCHANGE SERVICE, Continued

8.1.2. Virtual Private Exchange Service Rates

| | Installation Charge | | 1 Year Term | | | 5 Year <u>Term</u> |
|-------|------------------------|---------|----------------|---------|---------|-----------------------|
| Lines | \$35.00 | \$39.00 | \$37.00 | \$34.00 | \$32.00 | \$30.00 |

8.1.3. VPX Optional Features Rates

| | Installation Charge | Monthly Rate |
|-----------------------------|------------------------|-----------------|
| | Charge | Kaic |
| Automatic Route Selection | | |
| System Set-Up | \$750.00 | N/A |
| | | |
| Changes to Pattern | \$ 40.00 | N/A |
| Changes to Route | \$ 40.00 | N/A |
| Call Back Queuing | \$ 40.00 | N/A |
| Expensive Route War | ning \$ 40.00 | N/A |
| Off Hook Queuing | \$ 40.00 | N/A |
| Time of Day Routing | \$ 70.00 | N/A |
| Call Forward Busy - Program | mable | |
| per set . | \$ 4.75 | \$ 4.25 |
| Call Forward DA - Programm | nable | , |
| per set | \$ 4.75 | \$ 3.30 |
| Calling Nmbr. Delivery | \$ 10.00 | \$ 5.25 |
| Calling Name & Nmbr Delive | ery \$ 10.00 | \$ 7.50 |
| Direct Inward System Access | • | • |
| per DISA Number | \$ 30.00 | \$ 35.00 |
| Meet Me Conference | \$ 45.00 | \$ 48.50 |

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8.1 VIRTUAL PRIVATE EXCHANGE SERVICE, Continued

8.1.3. VPX Optional Features Rates, Continued

| | Installation Charge | Monthly Rate | |
|--------------------------------|------------------------|--------------------|--|
| Music on Hold | Citargo | Kate | |
| ELI Supplied - per Line | \$ 10.00 | \$ 1.50 | |
| Customer Supplied | \$230.00 | \$ 52.00 | |
| Message Waiting Visual | | | |
| per station | \$ 4.75 | \$ 1.00 | |
| Six Port Conferencing | \$ 4.75 | \$ 4.75 | |
| Uniform Call Distribution | | | |
| per System | \$214.00 | \$ N/A | |
| per Station | \$ 15.00 | \$ 5.00 | |
| Misc. Facility Termination | | | |
| per Group | \$152.00 | \$ N/A | |
| per Circuit | \$ 19.00 | \$ 25.00 | |
| Loudspeaker Paging, Trunk Side | | | |
| per Group | \$170.00 | \$ 26.00 | |
| Digital Facility Interface | | | |
| DS1 Facility | Private Line Rates | Private Line Rates | |
| Common Equipment | \$200.00 | \$125.00 | |
| Circuit Termination | | | |
| VPX to VPX | \$ 19.50 | \$ 11.50 | |
| VPX to PBX | \$ 19.50 | \$ 25.00 | |
| VPX to Carrier | \$ 19.50 | \$ 11.50 | |
| | | | |

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8.1 VIRTUAL PRIVATE EXCHANGE SERVICE, Continued

8.1.3. VPX Optional Features Rates, Continued

| | Installation | Monthly |
|---------------------------|--------------|---------|
| | Charge | Rate |
| Electronic Business Set | | |
| Set Interface | \$ 4.75 | \$ 4.00 |
| Adjunct | \$ 2.50 | \$ N/A |
| Add. Nmbrs on Set | \$ 4.75 | \$ 1.00 |
| MADN Primary Appearance | \$ 10.00 | \$ 6.00 |
| MADN Secondary Appearance | \$ 10.00 | \$ 6.00 |
| Call Forward (per Key) | \$ 4.75 | \$ 1.00 |
| Direct Station Select | \$ 20.00 | \$ 2.50 |
| Exec. Message Waiting | \$ 4.75 | \$ 2.50 |
| Intercom Broadcast | \$ 4.75 | \$ 3.50 |
| Originating Line Select | \$ 4.75 | \$ 3.50 |
| Terminating Line Select | \$ 4.75 | \$ 3.50 |
| Change Charge | | |
| per System | \$ 30.00 | \$ N/A |
| per Line | \$ 5.00 | \$ N/A |

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8.2. FOREIGN EXCHANGE SERVICE

8.2.1. General

This section contains the regulations and rates applicable to the provision of Foreign Exchange Service by Company.

Foreign Exchange Service (FX) is a product for the delivery of dial tone from an exchange (or central Office) other than the exchange (or central office) from which the customer would normally be served.

The Customer's exchange, where the service is to terminate, (i.e. the central office which serves the customer's premise) can be, but does not have to be contiguous to the Foreign Exchange office. The exchange may be located geographically anywhere, as long as the exchange is found on the list of "Foreign Exchange Areas Served" maintained by the Company Product Manager.

All types of line products are available over FX. These include: Lines, Basic Business Line, PBX Interface, Trunks and ISDN-PRI.

Foreign Exchange Service where the NXX is outside the rate center may not be accurately displayed or routed for purposes of 911 calls. All customers will therefore be required to have local telephone service provided by either the Company, or any other certified local exchange provider, to enable 911 calls to be routed over the associated local lines or trunks.

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8.2. FOREIGN EXCHANGE SERVICE, Continued

8.2.2. Initial Rates and Charges

Phoenix To:

| Rate Per T-1 | | Monthly Recurring Charge | | |
|--------------|-------------------------------|--------------------------|-----------------------|-----------------------|
| <u>City</u> | Installation <u>Charge</u> | 1 Year <u>Term</u> | 3 Year <u>Term</u> | 5 Year <u>Term</u> |
| Tucson | \$650.00 | \$400.00 | \$400.00 | \$400.00 |
| Yuma | \$650.00 | \$400.00 | \$400.00 | \$400.00 |
| Prescott | \$650.00 | \$300.00 | \$300.00 | \$300.00 |
| Flagstaff | \$650.00 | \$450.00 | \$450.00 | \$450.00 |
| Phoenix* | \$ 20.00 | \$ 20.00 | \$ 20.00 | \$ 20.00 |
| Rate Per DS0 | | Monthly Recurring Charge | | |
| City | Installation <u>Charge</u> | 1 Year Term | 3 Year Term | 5 Year Term |
| Phoenix* | \$20.00 | \$1.00 | \$1.00 | \$1.00 |
| | | | | |

These rates are in addition to the monthly rate of the service the FX is requested for (i.e. Lines, Basic Business Line, PBX Interface, Trunks and ISDN-PRI).

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^{*} This service is only associated with Phoenix due to the NPA split and is provisioned only between 602/623/480.



8.2. FOREIGN EXCHANGE SERVICE, Continued

8.2.3. Maximum Rates and Charges

Phoenix To:

| Rate Per T-1 | = | Monthly Recurring Charge | | |
|---|---------------|--------------------------|-------------|-------------|
| <u>City</u> | Installation | 1 Year | 3 Year | 5 Year |
| | <u>Charge</u> | <u>Term</u> | <u>Term</u> | <u>Term</u> |
| Tucson Yuma Prescott Flagstaff Phoenix* | \$975.00 | \$575.00 | \$450.00 | \$412.50 |
| | \$975.00 | \$750.00 | \$637.50 | \$562.50 |
| | \$975.00 | \$450.00 | \$450.00 | \$450.00 |
| | \$975.00 | \$562.50 | \$562.50 | \$562.50 |
| | \$ 30.00 | \$ 30.00 | \$ 30.00 | \$ 30.00 |
| Rate Per DS0 | | Monthly Recurring Charge | | |
| <u>City</u> | Installation | 1 Year | 3 Year | 5 Year |
| | <u>Charge</u> | <u>Term</u> | <u>Term</u> | <u>Term</u> |
| Phoenix* | \$ 30.00 | \$ 1.50 | \$ 1.50 | \$ 1.50 |

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