

ORIGINAL

Threshold Communications, Inc.

A.C.C. No. 1
Original Page No. 1

THRESHOLD COMMUNICATIONS, INC

**RATES, RULES AND ADMINISTRATIVE REGULATIONS,
AS FILED WITH THE ARIZONA CORPORATION COMMISSION,
FOR FURNISHING LOCAL EXCHANGE SERVICES
TO BUSINESS END USERS WITHIN THE STATE OF ARIZONA**

Docket No. T-20888A-13-0273

Issued: January 21, 2015

Effective Date: February 20, 2015

Issued By:

Mr. Jeff Matson
President
Threshold Communications, Inc.
16451 Redmond Way, #254C
Redmond, WA 98052-4482
888.820.7833

APPROVED FOR FILING
DECISION NO. 74899

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A.C.C. No. 1
Original Page No. 2

CHECK LIST

The Sheets of this tariff are effective as of the date shown at the bottom of each respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (C) To signify **changed** condition or regulation
- (D) To signify **deleted or discontinued** rate, regulation or condition
- (I) To signify a change resulting in an **increase** to a Customer's bill
- (M) To signify that material has been **moved from** another Tariff location
- (N) To signify a **new** rate, regulation condition or sheet
- (R) To signify a change resulting in a **reduction** to a Customer's bill
- (T) To signify a change in **text** but no change to rate or charge

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TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the heading of each 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.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. **Check Sheets** - When a Tariff filing is made with the 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 an 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 contains the rates, terms and conditions applicable to the provision of specialized resold local common carrier telecommunications services by Threshold Communications, Inc. between various locations within the State of Arizona.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account Code:

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Authorized User:

A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange service or is placed in a position by the Customer, either through acts or omissions, to use the Company's services.

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.

Commission:

Arizona Corporation Commission ("Commission")

Company:

Threshold Communications, Inc. ("Threshold")

Credit Card:

A valid bank or financial organization card, representing an 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.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Customer:

The person, firm, corporation or other entity, which orders or uses service and is responsible for payment of charges and compliance with Tariff regulation.

Dedicated Access:

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

Disconnect or Disconnection:

The termination of a circuit connection between the originating station and the called station or the Company's operator.

Gbps

Gigabits or 1,000 Mbps bits per second. Used in reference to data transmission speed.

Internet Gateway

A switching device which connects the public switched network to dedicated Internet facilities

Kbps

Kilobits or 1,000 bits per second. Used in reference to data transmission speed.

Loop

A private physical transmission path between a switch and a customer's premises. Usually a T1 portion of a DS3 facility.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Mbps

Megabits or 1,000,000 bits per second. Used in reference to data transmission speed.

Measured Service:

The provision of long distance measured time communications telephone service to customers who access the Company's service at its contracted interexchange carriers' switching and call processing equipment by means of access facilities obtained from local exchange common carrier(s). Company contacted interexchange carrier is responsible for arranging the access lines.

Message Telecommunications Service

Ordinary, switched, long-distance service charged on a usage sensitive basis.

Packet

A group of unstructured data transmissions that have been disassembled and formatted in preparation to be transmitted over some medium to be reassembled once received at the destination location.

Point of Presence:

The point of physical interconnection between the local exchange company's local network and the interexchange carrier's network ("POP").

Port

A physical interface connection point between a network facility and a switch.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Tariff

This document, which sets forth the Company's rates, services, terms and conditions of service in Arizona.

Private Line

A non-switched telecommunications path between a Customer's premises and Company's switch.

Private Virtual Circuit

A shared portion of a high-capacity network facility which provides the Customer with the equivalent functionality of the facility, without requiring that the Customer lease the entire facility.

Subscriber:

See "Customer" definition.

Travel Card

See definition of "Calling Card."

User:

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

"800" or "Toll Free" Number:

An interexchange service offered pursuant to this Document for which the called party is assigned a unique 800-NXX-XXXX, 888-NXX-XXXX, 877-NXX-XXXX number, 866-NXX-XXXX or 855-NXX-XXX, or any other NPA, and is billed for calls terminating at that number.

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SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

- 2.1.1. Company's Services are furnished for telecommunications originating and/or terminating in any area within the State of Arizona.
- 2.1.2. Company offers resold, non-facilities-based telecommunications services to Customers for the direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. The Company's services are provided on a monthly basis and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.4. 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.
- 2.1.5. 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.

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SECTION 2 - RULES AND REGULATIONS, Continued

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 discontinue furnishing Service, when necessitated by conditions beyond its control, when Customer is using Service in violation of the law or in violation of the provisions of this Tariff, or for non-payment of billed charges by Customer.
- 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 or 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. 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.
- 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 until the indebtedness is satisfied.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.3 CUSTOMER RESPONSIBILITIES

- 2.3.1. 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.
- 2.3.2. The Customer is responsible for compliance with applicable regulations set forth in this Tariff.
- 2.3.3. 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.
- 2.3.4. 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.
- 2.3.5. 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.
- 2.3.6. In the event Company incurs fees or expenses, including attorney'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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SECTION 2 - RULES AND REGULATIONS, Continued

2.3 CUSTOMER RESPONSIBILITIES, Continued

- 2.3.7. 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.
- 2.3.8. 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.
- 2.3.9. 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.
- 2.3.10. The Customer is responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of transmission facilities 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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SECTION 2 - RULES AND REGULATIONS, Continued

2.3 CUSTOMER RESPONSIBILITIES, Continued

- 2.3.11. 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.
- 2.3.12. 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.
- 2.3.13. The Customer is responsible for not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities.
- 2.3.14. 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.
- 2.3.15. 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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SECTION 2 - RULES AND REGULATIONS, Continued

2.3 CUSTOMER RESPONSIBILITIES, Continued

- 2.3.16. The Customer is responsible for notifying Company of any interruptions of service.
- 2.3.17. 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 all charges for calls originated at the Customer's numbers.
- 2.3.18. 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.
- 2.3.19. 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 notice, terminate the Customer's Service.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.3 CUSTOMER RESPONSIBILITIES, Continued

- 2.3.20. 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.
- 2.3.21. The Customer is responsible for paying for the loss through theft of any Company equipment installed at Customer's premises.

2.4. CUSTOMER'S USE OF SERVICE

- 2.4.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.
- 2.4.2. 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.
- 2.4.3. 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. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.4.4. Application for Service may be made verbally or in writing. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for Service.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.4. CUSTOMER'S USE OF SERVICE, Continued**

- 2.4.5. The Company strictly prohibits use of the Company's Services without payment or 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.
- 2.4.6. 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.

2.5. LIABILITIES OF THE COMPANY

- 2.5.1 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.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. LIABILITIES OF THE COMPANY, Continued

2.5.2. 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;
- C. 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;

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. LIABILITIES OF THE COMPANY, Continued

2.5.2., Continued

- 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;
- 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;

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. LIABILITIES OF THE COMPANY, Continued

2.5.2., Continued

- 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;
- 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 result of the Company's negligence;

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. LIABILITIES OF THE COMPANY, Continued

2.5.2., Continued

- 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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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. LIABILITIES OF THE COMPANY, Continued

- 2.5.3. 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.
- 2.5.4. 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.
- 2.5.5. 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 Minnesota 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.
- 2.5.6. 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.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. LIABILITIES OF THE COMPANY, Continued

- 2.5.7. 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.
- 2.5.8. 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.
- 2.5.9. 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.
- 2.5.10. 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.
- 2.5.11. 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.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. LIABILITIES OF THE COMPANY, Continued

2.5.12. 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.

2.5.13. 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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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. LIABILITY OF THE CUSTOMER

2.6.1. 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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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. LIABILITY OF THE CUSTOMER, Continued

2.6.1. 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.

2.6.2 Liability of the Customer for Unauthorized Use of Company's Services

A. Unauthorized Use of Company's Services

1. Unauthorized use occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Company's Services, 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 Company's Services, makes fraudulent use of the Services provided under this Tariff, or uses specific Services that are not authorized.
2. The following activities constitute fraudulent use:
 - a. Using the Company's Services 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 Company's Services 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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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. LIABILITY OF THE CUSTOMER, Continued

2.6.2 Liability of the Customer for Unauthorized Use of Company's Services, Continued

A. Unauthorized Use of Company's Services

2., Continued

- c. Toll free callers using the Company's Services 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 Services 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 equipment and Services provided hereunder, and to detect and prevent unauthorized use of 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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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. LIABILITY OF THE CUSTOMER, Continued

2.6.2 Liability of the Customer for Unauthorized Use of Company's Services, Continued

B. Liability for Unauthorized Use

1. 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 Company's Services, 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.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. LIABILITY OF THE CUSTOMER, Continued

2.6.2 Liability of the Customer for Unauthorized Use of Company's Services, Continued

C. Liability for Credit Card Fraud

The Customer is liable for the unauthorized use of the Services obtained through the fraudulent use of a Credit Card. The liability of the Customer for unauthorized use of the Services 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.

2.7. FULL FORCE AND EFFECT

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.8. ALLOWANCES FOR INTERRUPTION OF SERVICE

- 2.8.1. The Company will follow the Commission's rules in the case of major outage and/or service interruption.
- 2.8.2. It is the obligation of the Customer to notify the Company of any interruptions in 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, or is not in wiring or equipment connected to the terminal of the Company.
- 2.8.3. For the purpose of applying this provision 2.9, the word "interruption" will mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include, and no allowance will be given for, service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages.
- 2.8.4. All reported interruptions of service will be restored within two working days, excluding Sundays and holidays, except those caused by emergency situations, unavoidable catastrophes and force majeure.
- 2.8.5. Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this price sheet by, the Customer or of an authorized or joint user, or to the operation or malfunction of the facilities, power or equipment provided by the Customer or authorized or joint user, will be credited to the Customer for the part of the service that the interruption affects.
- 2.8.6. 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.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.8. INTERRUPTION OF SERVICE, Continued

2.8.7. Credit allowances are given on a per line basis for any period during which any line subscribed to by the Customer hereunder and/or, if applicable, company-provided station equipment attached thereto is out of service, except as specified below. Out of service conditions are defined as complete loss of call origination and/or receipt capability. Credit allowances, if any, shall be deducted from the charges payable by the Customer hereunder and shall be expressly indicated on the next bill to the Customer. An interruption period begins when the Customer reports a malfunction in service to the company. The malfunction period ends when the affected line and/or associated station equipment is fully operative.

2.8.8. Credit Allowances do not apply to interruptions:

- A. Caused by the Customer; or
- B. Due to failure of power or equipment provided by the Customer or others; or
- C. During any period in which the Company is not given access to the service premises; or
- D. Due to scheduled maintenance and repair.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.8. INTERRUPTION OF SERVICE, Continued

2.8.9. Interruptions of 24 Hours or less are credited a portion of daily per line charge according to the following schedule:

<u>Length of Service Interruption</u>	<u>Credit</u>
Less than 4 hours	None
4 hours up to but not including 8 hours	1/3 of day
8 hours up to but not including 12 hours	1/2 of day
12 hours up to but not including 16 hours	2/3 of day
16 hours up to but not including 24 hours	One day

Two or more service interruptions of the same type to the same line/equipment of 2 hours or more during any one twenty-four hour period shall be considered as one interruption. In no event shall such interruption credits for any one line/equipment exceed one day's fixed recurring charges for such line/equipment in any 24 hour period.

Service interruptions over 24 hours will be credited 4 hours for each 4 – hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.8. INTERRUPTION OF SERVICE, Continued

2.8.10. No credit allowance will be made for:

- A. Interruptions due to the negligence of, or non-compliance with the provisions of this price sheet by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company; or
- B. Interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the Customer, authorized user, joint user, or other common carrier providing service connected to the service offered by the Company; or
- C. Interruptions of service during any period in which the Company is not given access to the premises at which the Company provided service is interrupted or terminated; or
- D. Interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction; or

2.8.11. Interruptions of service during any period when the Customer, authorized user, or joint user has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.9. RESTORATION OF SERVICE

2.9.1. 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 restored only upon the basis of application for new service.

2.10. MINIMUM SERVICE PERIOD

2.10.1 Month-to-Month Service

- A. The minimum service period for month-to-month service is (30 days). Customers subscribing to the Company's services on a month-to-month basis pay the regular Tariffed rates for the service they subscribe to for the minimum period of service.
- B. If a Customer disconnects service before the end of the minimum service period, that Customer is responsible for paying the Tariffed rates for the remainder of the minimum service period.
- C. 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 minimum period of service obligation.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.10. MINIMUM SERVICE PERIOD, Continued

2.10.2 Service Terms of One Year or More

- A. The minimum service period for Customers subscribing to the Company's service for terms of one or more years is the length of the term ("Commitment Period").
- B. In the event the Customer terminates service with the Company prior to the end of the Commitment Period or in the event that the Company terminates service based upon Customer's default, Customer will pay to the Company a Termination Fee consisting of 1) a one time handling fee of five hundred dollars (\$500.00), 2) any installation charges previously waived by Company, and 3) a termination penalty equivalent to monthly minimum charges for the remainder of the Commitment Period. The Termination Fee will be due immediately upon termination of service.

2.10.3. 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.

2.10.4. 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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SECTION 2 - RULES AND REGULATIONS, Continued

2.11. PAYMENTS AND BILLING

2.11.1. General Payment Regulations

- A. 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. Service continues to be provided until cancelled by the Customer pursuant to Section 2.13.
- B. The Customer is responsible for the payment of all charges for services furnished to the Customer or to authorized or joint users once service is activated. Upon nonpayment of any sum due or upon a violation of any of the conditions governing the furnishing of service, Company may discontinue furnishing said service as provided for in Arizona Administrative Code ("AAC") Title 14, Article 5, Section R14-2-509 without incurring any liability.
- C. Charges for long distance service are based on actual usage, and are billed monthly in arrears. Billing for recurring 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. Billing is payable upon receipt and past due twenty (20) days after issuance and posting of invoice.
- F. 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 attorney's fees.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.11. PAYMENTS AND BILLING, Continued

2.11.2. Late Payment Fee

- A. Customer will be liable for late fees of 1.5% on payments received after due date or maximum allowed by law, 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.

2.11.3. 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.

- 2.11.4. A Customer or prospective customer may initiate a complaint with the Company on any relevant matter by telephone at 888.820.7833, in person or in writing directed to Customer Service, Threshold Communications, Inc., 16451 Redmond Way, #254C, Redmond, WA 98052-4482. Company's response to the complaint will generally be in the same form used by the Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.11. PAYMENTS AND BILLING, Continued

2.11.5. Company shall promptly investigate all disputed charges and shall report its findings and disposition to Customer, pursuant to AAC Title 14, Article 5, Section R14-2-510. Nothing in this Section limits Customer's rights as provided by statute to contest charges.

2.11.6. The Customer may dispute a bill only by written notice to the carrier delivered within 180 days after the statement date. Unless such notice is received in the timely fashion indicated above, the bill statement shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then Customer may request information or assistance from the Commission.

The address and telephone numbers of the Commission are:

Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007

Telephone: 602.542.4251
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SECTION 2 - RULES AND REGULATIONS, Continued

2.12. CANCELLATION BY CUSTOMER

- 2.12.1. Customers subscribing to month-to-month services may cancel service by giving oral or written notice to the Company or by subscribing to another presubscribed interexchange carrier. Customers subscribing to service terms of one year or more must cancel service according to the terms of the service contract.
- 2.12.2. Customer is responsible for payment of all charges while still connected to the Company's service.
- 2.12.3. A charge equal to the unrecoverable costs incurred prior to a request for cancellation and the costs of removal, restoration and disposal, if any, shall be borne by the Customer if:
- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some the period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
 - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
 - C. If based on an order for service and construction has either begun or has been completed, but no service provided.

These costs include, but are not limited to, engineering, labor and non-recoverable material and equipment expense.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CANCELLATION BY COMPANY

2.13.1 The Company may not disconnect service for any of the reasons stated below:

1. Delinquency in payment for services rendered to a prior customer to the premises where service is being provided, except in the instance where the prior customer continues to reside on the premises.
2. Failure of the customer to pay for services or equipment which are not regulated by the Commission.
3. Nonpayment of a bill related to another class of service.
4. Failure to pay for a bill to correct a previous underbilling due to a billing error if the customer agrees to pay over a reasonable period of time.

2.13.2. The Company may disconnect service for any of the following reasons provided the Company has met the notice requirements established by the Commission:

1. Customer violation of any of the Commission's rules.
2. Failure of the customer to pay a delinquent bill for service.
3. Failure to meet or maintain the Company's credit and deposit requirements.
4. Failure of the customer to provide the Company reasonable access to its equipment and property.
5. Customer breach of a written contract for service between the Company and customer.
6. When necessary for the Company to comply with an order of any governmental agency having such jurisdiction.

The Company shall maintain a record of all terminations of service with notice. This record shall be maintained for one year and be available for Commission inspection.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CANCELLATION BY COMPANY

2.13.3. Termination Notice Requirements

1. The Company shall not terminate service to any of its customers without providing advance written notice to the customer of the Company's intent to disconnect service, except under those conditions specified where advance written notice is not required.
2. Such advance notice shall contain, at a minimum, the following information:
 - a. The name of the person or company whose service is to be terminated and the address where service is being rendered.
 - b. The Commission rule 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 Company, if applicable.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CANCELLATION BY COMPANY, Continued

2.13.3. Termination Notice Requirements, Continued

- c. The date on or after which service may be terminated.
- d. A statement advising the customer that the Company's stated reason for the termination of service may be disputed by contacting the Company at a specific address or telephone number, advising the Company of the dispute and making arrangements to discuss the cause for termination with a responsible employee of the Company in advance of the scheduled date of termination. The responsible employee shall be empowered to resolve the dispute and the utility shall retain the option to terminate service after affording this opportunity for a meeting and concluding that the reason for termination is just and advising the customer of the his right to file a complaint with the Commission.

2.13.4 Timing of terminations with notice

- 1. The Company shall be required to give at least five days' advance written notice prior to the termination date.
- 2. Such notice shall be considered to be given to the customer when a copy thereof is left with the customer or posted first class in the United States mail, addressed to the customer's last known address.
- 3. If after the period of time allowed by the notice has elapsed and the delinquent account has not been paid nor arrangements made with the Company for the payment thereof or in the case of a violation of the Company's rules the customer has not satisfied the Company that such violation has ceased, the Company may then terminate on or after the day specified in the notice without giving further notice.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CANCELLATION BY COMPANY, Continued

- 2.13.5. Before service is disconnected, the Company will make a good faith effort, by two attempts during reasonable hours, to reach the Customer by telephone to advise the Customer of the pending disconnection and the reasons therefore. The Company will maintain a log or record of the attempts, showing the telephone number called and the time of call.
- 2.13.6. Telephone or personal contact need not be attempted when the Company has attempted such contact in any two billing periods during a consecutive twelve-month period and the Company has notified the Customer in writing that telephone or personal contact will not be attempted in the future before disconnecting service.
- 2.13.7. All notices of delinquency or pending disconnection will include details pertinent to the situation and describe how the Customer can make contact with the Company to resolve any differences. All notices must accurately state amounts owing for service(s) which are subject to disconnection. A new notice will be required in cases where information is incorrect.
- 2.13.8. Except in case of danger to life or property, no disconnection shall be made on Saturdays, Sundays, legal holidays, or on any other day on which the Company cannot reestablish service on the same or following day.
- 2.13.9. When the Company has reason to believe service is to other than the Customer of record, the Company shall undertake reasonable efforts to inform occupants of the service address of the impending disconnection. In this case, at the request of the service users, a minimum period of five business days will be allowed to permit the service users to arrange for continued service.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CANCELLATION BY COMPANY, Continued

2.13.10 Landlord/Tenant rule

1. In situations where service is rendered at an address different from the mailing address of the bill or where the company knows that a landlord/tenant relationship exists and that the landlord is the customer of the Company, and where the landlord as a customer would otherwise be subject to disconnection of service, the Company may not disconnect service until the following actions have been taken:
 - a. Where it is feasible to so provide service, the Company, after providing notice as required in these rules, shall offer the occupant the opportunity to subscribe for service in his or her own name. If the occupant then declines to so subscribe, the Company may disconnect service pursuant to the rules.
 - b. The Company shall not attempt to recover from a tenant or condition service to a tenant with the payment of any outstanding bills or other charges due upon the outstanding account of the landlord.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CANCELLATION BY COMPANY, Continued

2.13.11. Termination of service without notice

1. Service may be disconnected without advance written notice under the following conditions:
 - a. The existence of an obvious hazard to the safety or health of the consumer or the general population.
 - b. The Company has evidence of fraud.
2. The 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.
3. The Company shall maintain a record of all terminations of service without notice. This record shall be maintained for a minimum of one year and shall be available for inspection by the Commission.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.14. PROVISION OF EQUIPMENT AND FACILITIES

- 2.14.1. 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.
- 2.14.2. 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, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by Company, except upon the written consent of Company.
- 2.14.3. 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.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.14. PROVISION OF EQUIPMENT AND FACILITIES, Continued

- 2.14.4. 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.
- 2.14.5. 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.
- 2.14.6. 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.
- 2.14.7. Facilities furnished by Company remain the property of Company until transferred or abandoned.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.15. INTERCONNECTION

- 2.15.1. 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.
- 2.15.2. 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.
- 2.15.3. Interconnection of the Customer's facilities with the facilities or services of other carriers is governed by the applicable terms and conditions of the other carriers' tariffs or Tariffs.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.16. DEPOSITS AND ADVANCE PAYMENTS

At this time, the Company does not collect deposits or advance payments. Should the Company collect deposits or advance payments in the future, the deposit or advance payment shall be collected and maintained pursuant to AAC Title 14, Article 5, Section 3B.

2.17. CREDIT LIMIT

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

2.18. TAXES AND SURCHARGES

In addition to the charges specifically pertaining to the Services, certain federal, state, and local surcharges, taxes, gross receipts, and fees will be applied to these Services. Examples of such programs include but are not limited to the Arizona Universal Service Fund and the Telecommunications Infrastructure Fund. These taxes, surcharges, and fees are calculated based upon the amount billed to the End User for Service(s).

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SECTION 3 – THRESHOLD COMMUNICATIONS SERVICES

3.1. DESCRIPTION OF SERVICE – VOICE SERVICES

- 3.1.1. Company offers a variety of inbound and outbound, voice telecommunications services, which establish a communications path between two stations by using uniform dialing plans.
- 3.1.2. Company makes its voice service offerings exclusively to high-volume calling customers who agree to exceed specific monthly minimum charges. Customers that do not exceed the monthly minimum charges in any given month agree to be billed the monthly minimum charge. In determining whether the Customer has exceeded the monthly minimum charges, the Company will credit the customer for charges for all of the Company's services utilized during the month, including intrastate, domestic interstate, international, private line and data service calling charges.
- 3.1.3. **Basic Local Calling** is provided through digital T1 lines that are connected to office telecommunications equipment.
- 3.1.4. **Hosted PBX Service** is a private branch exchange service that allows outside phone lines to connect to extensions within an office and allows an entire organization to be on a single telephone system.
- 3.1.5. **SIP Trunks for Local Calling** that allows voice equipment to operate with the enterprise data equipment over an IP network.
- 3.1.6. **FAX to E-mail Service** provides a specific fax number that delivers facsimiles to a designated email address.

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SECTION 3 – THRESHOLD COMMUNICATIONS SERVICES

3.2. DESCRIPTION OF SERVICE – PRIVATE LINE SERVICES

3.2.1. Company offers Private Line services, which provide point to point dedicated, private line transmission channels for the Customer's exclusive use between two or more locations. Point-To-Point Service connects two Customer-designated premises, either on a directly connected basis, or through a hub where multiplexing functions are performed.

A. DS-0 Service

DS-0 Service provides a digital transmission path at speeds of up to and including 64 Kbps or, if provided over analog facilities, within the normal frequency range of 300 and 3,000 Hz.

B. DS-1 Service

DS-1 Service provides the Customer a high capacity channel for the transmission of 1.544 Mbps.

C. DS-3 Service

DS-3 Service provides the Customer a high capacity channel for the transmission of 44.736 Mbps.

D. OC-3 Service

OC-3 Service provides the Customer a high capacity channel for the transmission of 155.52 Mbps.

E. OC-12 Service

OC-12 Service provides the Customer a high capacity channel for the transmission of 622.08 Mbps.

F. OC-48 Service

OC-48 Service provides the Customer a high capacity channel for the transmission of 2.4 Gbps.

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SECTION 3 – THRESHOLD COMMUNICATIONS SERVICES

3.2. DESCRIPTION OF SERVICE – PRIVATE LINE SERVICES, Continued

- 3.2.2. Company offers an Internet Private Line access connection service through the Customer's local exchange carrier for connection between the customer's premises and an Internet Gateway, in conjunction with the Company's Private Line services. Company does not provide its Internet Private Line access service as a standalone service. Company Internet Private Line Access is provided as a convenience to Customers who utilize Internet Private Line access facilities in conjunction with Company's service offerings. Internet Private Line access service rates are those of the Customer's local exchange carrier as reflected in the applicable local exchange carrier's tariff or Tariff, on file with the Commission.

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SECTION 3 – THRESHOLD COMMUNICATIONS SERVICES

3.3. DESCRIPTION OF SERVICE – DATA SERVICES

- 3.3.1. Company offers a data service consisting of a Frame Relay service as an alternative to conventional point to point networks for wide area network connectivity. Frame Relay service provides multi-point, wide-area connectivity using frame relay packet technology to reduce costs of distributed data networks. This service allows bridges, routers, frame relay access devices and other equipment to connect multiple sites.

The components of Company's Frame Relay service for each Customer location/site are: 1) the connection between the customer's premise and Company's nearest point-of presence at a pre-specified speed; 2) an assigned port on Company's Frame Relay Switch; 3) and use of the Company's Frame Relay network to the destination point. Frame Relay offers a choice of interface speeds, which may differ for multiple locations. Speeds vary from 56 Kbps to 1.536 Mbps.

3.4. DIRECTORY ASSISTANCE SERVICE

The Company provides Directory Assistance as an ancillary service exclusively to its customers. Directory Assistance is accessible by dialing "1", the area code of the desired number and "555-1212".

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SECTION 4 – RATES AND CHARGES

4.1. THRESHOLD VOICE SERVICES

4.1.1 Local Calling

\$500 per T-1 per month.

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SECTION 4 – RATES AND CHARGES, Continued

4.1. THRESHOLD VOICE SERVICES, Continued

4.1.2. Hosted PBX Service

\$30.99 per month per extension served

4.1.3 SIP Trunks for Local Calling

\$25.00 per SIP Trunk per month

4.1.4 FAX to E-mail Service

\$10.00 per month per fax number

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SECTION 4 – RATES AND CHARGES, Continued

4.2. THRESHOLD PRIVATE LINE SERVICES

4.2.1. Recurring and Non-Recurring Charges

<u>Transmission Speed</u>	<u>Monthly Charge per DS1 Mile</u>	<u>Recurring Non-Recurring Installation Charge</u>
DS-0	Not available	Not Available
DS-1	\$ 3.83	\$ 500.00
DS-3	\$ 15.52	\$ 2,000.00
OC-3	\$ 40.98	\$ 6,000.00
OC-12	\$ 149.02	\$20,000.00
OC-48	\$ 521.58	\$50,000.00

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SECTION 4 – RATES AND CHARGES, Continued

4.3. THRESHOLD DATA SERVICES

4.3.1. Loop Rates

Loop rates associated with Company's data services are those of the underlying local exchange carrier, which serves the Customer, as reflected in the local exchange carrier's tariff or Tariff, on file with the Commission. These rates are passed through directly to the Customer.

4.3.2. Frame Relay Port Rates

<u>Transmission Speed</u>	<u>Monthly Recurring Rate</u>
56 Kbps	\$190.00
128 Kbps	\$355.00
256 Kbps	\$395.00
384 Kbps	\$420.00
448 Kbps	\$625.00
512 Kbps	\$720.00
56 Kbps	\$790.00
768 Kbps	\$990.00
1.024 Mbps	\$1,265.00
1.536 Mbps	\$1,595.00

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SECTION 4 – RATES AND CHARGES, Continued

4.3. THRESHOLD DATA SERVICES, Continued

4.3.3. Frame Relay Port Rates, Continued

Non-Recurring Installation Charges

PORT Facility and Below

Per port \$250.00

4.3.4. Frame Relay Permanent Virtual Circuit Rates

<u>Transmission Speed</u>	<u>Monthly Recurring Rate</u>
16 Kbps	\$12.00
32 Kbps	\$24.00
48 Kbps	\$36.00
56 Kbps	\$42.00
128 Kbps	\$96.00
192 Kbps	\$144.00
256 Kbps	\$192.00
320 Kbps	\$240.00
384 Kbps	\$288.00
448 Kbps	\$336.00
512 Kbps	\$384.00
576 Kbps	\$432.00
640 Kbps	\$480.00
704 Kbps	\$528.00
768 Kbps	\$576.00
832 Kbps	\$624.00
896 Kbps	\$672.00
960 Kbps	\$720.00

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SECTION 4 – RATES AND CHARGES, Continued

4.3. THRESHOLD DATA SERVICES, Continued

4.3.4. Frame Relay Permanent Virtual Circuit Rates, Continued

<u>Transmission Speed</u>	<u>Monthly Recurring Rate</u>
1.024 Mbps	\$768.00
1.152 Mbps	\$864.00
1.280 Mbps	\$960.00
1.408 Mbps	\$1,056.00
1.536 Mbps	\$1,152.00
3.072 Mbps	\$2,304.00
4.608 Mbps	\$3,456.00
6.144 Mbps	\$4,608.00
7.680 Mbps	\$5,760.00
9.216 Mbps	\$6,912.00
10.752 Mbps	\$8,064.00
15.360 Mbps	\$11,520.00
Non-Recurring Installation Charge	
Installation charge, per PVC	\$100.00

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SECTION 4 – RATES AND CHARGES, Continued

4.3. THRESHOLD DATA SERVICES, Continued

4.3.5. Volume and Term Discounts

Discounts for specified dollar volumes of traffic to a specific location or aggregate dollar volumes may apply, as specified below, to customers who subscribe to substantial volumes of Company's Data Services. Customers will also be eligible for discounts for executing agreements for services for 1 to 3 years. Volume and term percentage discounts apply exclusively to Customer's combined Port and Permanent Virtual Circuit charges.

Discount	Month to 12		24	36
	Month	Months	Months	Months
\$0-\$1,000	0%	6%	8%	10%
\$1,000-\$2,500	4%	7%	11%	15%
\$2,500-\$5,000	8%	12%	16%	20%
\$5,000-\$7,500	12%	17%	21%	25%
\$7,500-\$10,000	15%	22%	26%	30%
\$10,000 +	18%	27%	31%	35%

4.4 DIRECTORY ASSISTANCE

Per Call \$0.75

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SECTION 4 – RATES AND CHARGES, Continued

4.5. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

4.5.1. Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service not offered under this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. ICB contracts will be filed with the Commission.

4.5.2. Extraordinary Charges

From time to time, customers may request special services not addressed specifically by rate elements in this Tariff, or services to locations that may cause Carrier to incur extraordinary expenses not contemplated in the provision of standard service offerings. These costs include, but are not limited to:

- A. Additional construction costs
- B. Building space rental or rights-of-way costs
- C. Additional equipment
- D. Special facilities routing

In these cases, the Customer will be billed additional charges computed on an ICB.

4.5.3. Charges for Changes to Pending Orders, Service Rearrangements and Expedite Charges

From time to time, customers may request changes to pending orders, rearrangements to existing service, and order completion to standard intervals. In these cases, the Customer will be required to reimburse Carrier for the increased expenses incurred on an ICB.

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