

TELECOMMUNICATIONS TARIFF

**EDNETICS, INC.
971 S. Clearwater Loop
Post Falls, Idaho 83854
888-809-4609**

This Tariff contains the rates, terms and conditions applicable to the provision of Telecommunication Services in the State of Arizona by EDNETICS, INC. with corporate offices at 971 S. Clearwater Loop, Post Falls, Idaho 83854. This Tariff is on file with the Arizona Corporation Commission. Copies are located at the Company's temporary Arizona office located at 2336 W. Sienna Bouquet Pl, Phoenix, Arizona 85085 and are available for viewing during normal business hours.

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DECISION #: 77000

CHECK LIST

Tariff sheets are effective as of the date shown. Revised sheets as named below contain all changes from the original tariff that are in effect on the date thereof.

SHEET	REVISION	SHEET	REVISION
1	Original	17	Original
2	Original	18	Original
3	Original	19	Original
4	Original	20	Original
5	Original	21	Original
6	Original	22	Original
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8	Original		
9	Original		
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*Signifies new or amended tariff sheets

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TARIFF FORMAT

- A. Page Numbering: Page numbers appear in the upper-right corner of the page. Pages are sequentially numbered and so new pages added will appear as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.
- B. Page Revision Numbers: Revision numbers also appear in the upper-right corner of the page. You use the revision numbers to determine the most current page version on file with the Arizona Corporate Commission. For example, the 4th revised Page 34 cancels the 3rd revised Page 34. Because of deferrals, notice periods, etc., the most current page number on file with the Commission is not always the tariff page in effect. You should consult the Check List page for the page currently in effect.
- C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding as follows:
- 2.
 - 2.1
 - 2.1.1
 - 2.1.1A.
 - 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 List of Effective Pages: When the Company makes a tariff filing with the Commission, an updated Check List of Effective Pages (“Check List”) accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross-reference to the current revision number. When the Company adds new pages, an updated Check List reflects the revision. An asterisk (*) marks all revisions made in a given filing. There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, etc.). You should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

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1. EXPLANATION OF SYMBOLS

When the Company revises tariff sheets, the following symbols will identify the changes:

- (C) To signify a change in regulation, policy or price
- (D) To signify a deleted or discontinued rate, regulation or condition
- (I) To signify a rate increase
- (M) To signify material moved from or to another part of the tariff with no change in text, rate, rule or condition
- (N) To signify a new rate, regulation, condition or sheet
- (R) To signify a rate reduction (T) To signify change in text but no change in rate, rule or condition

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2. APPLICATION OF TARIFF

The service rates and regulations set forth in this Tariff are for the provision of Managed Telecommunications Services statewide for customers of EDNETICS, INC. ("Company").

The Company, from time to time, may engage in special promotional offerings designed to attract new customers or to promote existing or new Services. Such promotional offerings shall be subject to specific dates, times, and/or locations, and shall be subject to prior notification to the Commission.

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3. DEFINITIONS

The following terms used in this Tariff, shall have the meanings identified below unless the context otherwise requires:

Authorized User – A person, firm, corporation or other entity that 1) has authorized the installation and signed a contract, which outlines the services and sets forth the cost of those services or 2) is authorized by the Customer to act as Customer in matters involving the Service. The service contract may contain additional information about the authorized user(s).

Available/Availability – This conditions is defined in the contract for each different service.
Bill Date – The Bill Date for Services is the first of each month and reflects billing in advance for that month. The invoice will also contain a partial month's billing for Services installed prior to a Bill Date.

Circuit – A non-switched communications path of a specific bandwidth or transmission speed between two or more points of termination.

Commission – The Arizona Corporate Commission

Company – Ednetics, Inc.

Customer – The person, firm, corporation or other entity which orders or uses Services and has agreed by signature or otherwise to honor the terms of the Service herein, and is responsible for payment of rates and charges and for compliance with tariff regulations.

Customer Premise – Location designated by Customer or Authorized User where Services terminate for Customer's needs.

Demarcation – Equipment placed in Customer Premise(s) by Company, which acts as a point of demarcation between Company's network and Customer network for delivery of Services.

Due Date – Company invoices are due when rendered and past due by the due date indicated on Company's invoice to Customer.

Ednetics Voice™ Service – Ednetics Voice™ is a hosted Managed Voice over Internet Protocol Service. As a managed service, the Services are inclusive of secure Facilities for delivery between Customer Premises and Company and include maintenance and repair during business hours.

Facilities – All Company owned or operated equipment and Cable Facilities used to provide telecommunications Services.

Managed Service(s) – A Managed Service is a business-focused information technology service that is predictable, optimizes operations, manages risk, and includes all maintenance and repair of the Service while it is under contract. Company Managed Services are inclusive of the Service and Facilities.

MRC – Monthly Recurring Charge, which occurs each month.

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NRC – Non-Recurring Charge, which occurs one-time.

Premises – All real property and apparatus employed in a single enterprise on an integral parcel of land undivided by public street, alleys or railways.

Requested Service Date – The date requested by the Customer on the Notice to Proceed for commencement of Service.

Start of Service or Service Activation – This meaning is outlined in each contract for Service(s).

Term – Service Commitment Period is outlined in each contract for Service(s) or each Service Order.

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4. PROVISION OF SERVICE

Customers must enter into a written contract with Company, which contract will specify the Services, the rate offered for Services, and other terms and conditions of Service. Certain general terms and conditions applicable to the provision of Service by Company are set forth in this Tariff. Contract terms not specifically governed by the Tariff are in Company contract. A signed contract and a Notice to Proceed, which is included in the contract, are required before Company will proceed with ordering Facilities and/or installation of Services.

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5. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES

- A. Conditions for Use: Customer may use Services for the transmission of information if Customer:
1. Has an active written contract with Company
 2. Does not use Services for any purpose or in any manner directly or indirectly in violation of the law or in aid of any unlawful act or undertaking
 3. Upon request, furnishes such information and access to its location(s) as may be required to permit the Company to design and maintain Facilities to provide Services and to assure the Services arrangement is in accordance with the provisions of this Tariff and the contract with Company.
- B. Customer is Responsible for:
1. Ensuring compatibility, installation, and maintenance of Customer equipment and systems on Customer side of the Demarcation provided by Company
 2. Damage to or destruction of Facilities caused by the negligence or willful act of Customer or their agents
 3. Reimbursing Company for any loss caused by the theft of Facilities installed on Customer Premises
 4. The provision of conduit, power, wiring, and outlets required to operate the Facilities installed on Customer Premises
 5. Obtaining permission for Company's agents or employees to enter the Premises of Customer at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of Services, removing the Facilities
 6. The limitations of authority, actions or omissions of a person, firm or corporation appointed by Customer as its agent shall not be binding on the Company
 7. Any breach of the terms and conditions contained in this Tariff or in the contract between Customer and Company governing Services.

- C. Payment of Rates and Charges: Customer is responsible for payment of all rates and charges as specified in this Tariff and the contract with Company, for Services furnished by the Company to Customer, including applicable state and federal taxes and surcharges. Company will submit invoices to Customer by the fifteenth (15th) of each month at Customer's provided mailing address and are due and payable upon receipt. Undisputed invoices not paid after thirty (30) days are subject to interest compounded monthly at one and one-half percent (1.5%) per month, or such other amount as otherwise allowed by law. Failure to pay any past or currently due amounts may result in termination of Services as described in Section 14 of this Tariff.
- D. Dispute Resolution Procedures: Company's contract for Services contains the Company's Dispute Resolution procedures. In the event Customer does not accept the decision of Company supervisory personnel, Company shall direct such supervisory personnel to inform Customer of their right to have the problem reviewed by the Arizona Corporation Commission and shall furnish them with the telephone number and address below.

Arizona Corporation Commission
Utilities Division
1200 West Washington
Phoenix, AZ 85007-2996
(602) 542-4251 (Phoenix)
(520) 628-6550 (Tucson)
(800) 222-7000 (Toll Free In-State only - Phoenix)
(800) 535-0148 (Toll Free In-State only - Tucson)
Web Site: <http://eservice.azcc.gov/utilities/complaint>

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6. OBLIGATIONS OF COMPANY

- A. **Undertakings:** The undertaking of Company is to furnish Services as ordered and specified by Customer and as limited by this Tariff and the contract with Customer. This offering is subject to the availability of Facilities. Customer may not rearrange, disconnect, remove, or attempt to repair any equipment or Facilities owned/leased by Company.
- B. **Limitations:** Company shall not be responsible for installation, operation or maintenance of any Customer owned facilities, communications systems purchased or connected to Services, unless otherwise specified in the contract entered into by Customer and Company. Company responsibility shall be limited to the furnishing of Services and the maintenance and operation of such Services. The furnishing of Services will require certain physical arrangements of the Facilities of the Company and is therefore subject to the availability of such facilities.
- C. **Liability and Indemnification:**
1. Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing Services. Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Services provided by Company or use of the Facilities, or the acts, omissions or negligence of Company's employees or agents. This Tariff does not cover Company's liability for gross negligence or willful misconduct.
 2. The sole remedy for Customer with respect to failure of Company to maintain proper standards or maintenance and operation or failure to exercise reasonable supervision shall not exceed an amount equivalent to the credit for a service interruption specified in the contract between Company and Customer.

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C. Liability and Indemnification (cont.):

3. Company shall not be liable for any defacement of or damage to Premises of Customer resulting from the furnishing of Facilities; or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the agents or employees of the Company.
4. Company shall be indemnified and saved harmless by Customer against:
 - a. Claims for libel, slander and infringement or copyright arising from the material transmitted over the Facilities;
 - b. Claims for infringement of patents arising from, combining with, or using in connection with, the Facilities and systems or apparatus of Customer; and
 - c. All other claims arising out of any act or omission of Customer or their agents in connection with the Facilities, or information transmitted over the Facilities.

D. Provision of Facilities:

1. Upon executing a contract and upon receipt of a Notice to Proceed from Customer, Company will begin the process of providing all Facilities necessary for Services.
2. In the event permitting and/or construction delay Facilities, Company will notify Customer and continue to keep them informed of the progress of the project via the project management process.

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7. SERVICE TERM

The contract with Customer and Company specifies the Term of Services.

8. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Company negotiates contracts with facility providers in Arizona to obtain the best possible rates for point-to-point Facilities to deliver Services to Customer. The total rate to Customer will be determined on an Individual Case Basis in a non-discriminatory manner. ICB rates recover Company's cost of providing Services requested (Voice and Facilities) and are available to Commission staff upon request on a proprietary basis.

9. SPECIAL CONSTRUCTION

Provision of Services in some areas may also require Special Construction of Facilities. The company chosen as the Facilities provider may request full or partial payment prior to beginning work. Company will undertake Special Construction arrangements of Facilities only at the consent of Customer. Customer's consent shall come in the form of a signed contract with Company, which contract contains the pricing for Special Construction, if any, Non-Recurring Charges ("NRC"), if any, and Monthly Recurring Charges ("MRC") for the Services. The executed contract by Customer's authorized representative indicates Customer's approval of Company's charges and Services. Special Construction charges, if any, are set forth in the proposal to Customer.

- A. Charges for Special Construction: All charges for Special Construction Services shall be set forth in the proposal. In addition to signing the contract, Customer must approve the Special Construction charges by authorized signature in addition to signing and returning the Notice to Proceed in their contract to allow Company to start the process to deliver Services by Customer requested due date. Although this is not always possible, Company strives to meet Customer's requested completion date. Once Customer signs the Notice to Proceed, there could be termination charges in the event Customer cancels the contracted Services prior to completion.
- B. Plans and Specifications: Customer may request Company to provide detailed plans and specifications with their proposal. Customer may be required to pay a deposit equal to the estimated cost of preparation. Company shall attempt to make these plans available within ninety (90) days of receipt of Customer deposit. The deposit will apply to the cost if Customer decides to proceed as outlined in Section 9A, otherwise, the deposit shall be nonrefundable.

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- C. Advance Payment: Should Company or its underlying provider require an advance payment for Special Construction, that information will be included in the proposal, which also includes the contract terms and conditions. In the event construction costs are less than the amount advanced, Company will refund the difference to Customer within one hundred and twenty (120) days.

10. SERVICE OFFERINGS

Company will provide hosted Managed Voice™ Services. Company delivers Services over point-to-point Facilities. Pricing for Managed Services is inclusive of the Facilities used to deliver Services.

11. DEPOSITS

Company does not request deposits, prepayments or advances; however, an exception in the case of Special Construction could exist as many companies request Special Construction prepayment prior to starting the work. If this is the case, Company will notify Customer. If Customer requests to make prepayment of Special Construction or Non-recurring charges, Company will accept those payments and apply to Customer's account with no interest accrual.

12. RETURNED CHECK CHARGE

Company will charge a returned check fee of twenty-five dollars and no cents (\$25.00). Additional charges may apply in accordance with state regulations.

13. SPECIAL CHARGES

- A. Out-of-Normal Work Hours: Once Company installs Services; Company does not perform labor after hours. Company and Customer may consider a contract for specific labor, which rate is ICB based on the work plus labor required to perform that work; however, labor will be at the then current labor rate for the type of work requested.
- B. Maintenance and Service Charge: Company performs remote maintenance on Managed Services at no cost. If a Premises visit is required and Company finds the difficulty or trouble to be in Customer equipment or facilities, Company may charge the labor rate and material costs in effect at the time.

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14. SERVICE CANCELLATIONS

A. Discontinuance of Services by Company:

Company may, by written notice to Customer discontinue furnishing Services without incurring any liability beyond that stated in the contract, for the following situations:

1. Non-payment of any sum due to the Company by Customer; or
2. A breach of any of Customer's representations or warranties contained in the contract with Company, or a violation by Customer of any term or condition governing the furnishing of service as specified in this Tariff or in the contract with Company.

B. Cancellation of Service by Customer Prior to End of Contract Term

When Customer cancels Services prior to the end of the contract term, Customer will be required to pay a termination charge in the amount specified in the contract with Company.

C. Cancellation of Contract / Contract for Services:

If Customer cancels the contract for Services after execution of the contract and the Notice to Proceed Customer shall pay a cancellation charge as detailed in the contract, which amount may include a cancellation charge passed through from the circuit provider if Company already placed the Facilities request with the facilities provider.

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15. SERVICE INTERRUPTIONS

- A. Company agrees to use its best efforts to assure continuous full time operation of Services. A Service Interruption exists when Customer reports trouble to Company and Company confirms the trouble.
- B. Service Restoration: Company agrees to use its best efforts to respond to Customer's reasonable request for maintenance in connection with the Services as soon as reasonably possible and Customer provides access if necessary. Company agrees to use its best efforts to minimize the duration of any Service Interruption.
- C. Liability: Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages as the result of any Service Interruption. This Tariff does not limit Company's liability for gross negligence or willful misconduct.
- D. Credits: The contract between Company and Customer specifies the amount of credit for Service Interruptions.

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16. SERVICES AND RATES

A. EDNETICS VOICE™ SERVICES

A.1. DESCRIPTION

GENERAL

Ednetics Voice™ is a full-featured robust Hosted Managed Voice over Internet Protocol (VoIP). Ednetics Voice™ Services include local and long distance calling, international calling, in-bound toll free, E911 / 911 access, directory listings published in the local telephone directory, access to directory assistance, operator services, Ednetics equipment and maintenance, and secure point-to-point Facilities integral to performance and delivery of Services.

All vertical features, toll restriction, intrastate and interstate long distance within the United States and Canada, E911 / 911 access, directory listings, directory assistance, non-published listing, voice mail, and auto-attendant services are included in Ednetics Voice™ at no additional cost. There is no cost to change any of these services.

Ednetics Voice™ includes transport as part of the User rate unless the per User rate does not cover the transport. See Section A.2.F. below for transport rates in that condition. Company will provide Customer a proposal, which contains all pricing for the Services and a contract for your review.

Offered Rates for the Service Elements identified in Section A.2 below are set forth in Section A.5 below.

A.2. EDNETICS VOICE™ SERVICE ELEMENTS AND MAXIMUM RATES

A. Standard User License: Each device having access to the Services requires a license. Once the device registers with the system, it may then be used. The User cost does not include peripheral equipment costs, which are not covered by this Tariff.

# of User Access Lines	Tier	Maximum MRC/User	Maximum Installation NRC
25-99	1	\$50.00	\$1000.00
100-249	2	\$45.00	\$1000.00
250-999	3	\$40.00	\$1000.00
1000-9999	4	\$35.00	\$1000.00

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- B. Network Fee: A network fee is applicable for Customers having 99 or less Standard User Access Lines. The Network Fee helps to defray the costs of delivering Services to this smaller number of Users, if necessary.

# of User Access Lines	Tier	Maximum MRC
99 or Less User Lines	1	\$1,000.00

- C. Efax User License (Optional): Each User desiring digital faxing to send faxes from their computer and receive faxes in their Email in-box requires an Efax license and telephone number, assuming Customer has a digital copier with Efaxing capability and compatibility.

Efax User Access Line	Maximum MRC
Per Licensed Line	\$30.00

- D. Analog Terminal Adapter (ATA) License (Optional): Each analog device Customer wishes to connect to the Ednetics Voice™ network, i.e. analog fax machine, analog handset, etc., requires an ATA, ATA license, and usually a telephone number. The ATA is purchased separately.

ATA License	Maximum MRC/Device	Maximum NRC
Per Licensed Line	\$30.00	\$130.00

- E. Long Distance: Ednetics domestic Long Distance, International Long Distance, and Inbound Toll Free are at the rates below.

Domestic Long Distance U.S. and Canada	\$0.00 per minute of use
International Long Distance	\$0.15 per minute of use
Inbound Toll Free	\$1.00 per number and \$0.025 per minute

- F. Transport at the bandwidth required to deliver Ednetics Voice™ is listed below. Where Company Facilities are available and where private line facilities are not covered in an ICB contract under Sections 8 and 9, the following rates apply.

Bandwidth	Maximum MRC	Maximum NRC
2Mbps	\$1,000.00	\$2,000.00
5Mbps	\$1,200.00	\$4,000.00
10Mbps	\$1,500.00	\$6,000.00

- G. SERVICE MOVES: Service moves consist of adding a new Facility at the new location and then disconnecting the old Facility at the previous location once the move has completed. If the Facilities provider is the same at both locations and their contract with Ednetics includes a Portability clause waiving the NRC if the new circuit is equal to or greater in value than the old circuit over the remaining term of the contract, there is no charge. If this is not the case, the applicable Maximum rates in A.2.F would be passed through to Customer.
- H. Dispatch and Trouble Isolation: If Customer turns in a trouble ticket and no trouble is found in Company equipment via our remote systems access, there is no charge. In the event Customer requests a Company dispatch to assist Customer in locating the trouble and trouble is found in Company equipment, there is no charge. In the event trouble is found to be in Customer equipment, Customer will be invoiced the On-Premise time per hour and Travel rate per hour shown below.

Maximum On-Premise Rate per Hour	Maximum Travel Rate per Hour
\$300.00	\$200.00

A.3. GENERAL TERMS AND CONDITIONS

In addition to the general terms and conditions in the contract, the terms and conditions in this section also apply to Ednetics Voice™ Services.

- A. Special Construction of facilities may be necessary in areas where facilities and equipment are not available or technically feasible. ICB pricing as described in Section 9 may apply.
- B. Customer will provide suitable equipment space and environment for Ednetics equipment. Preferably, this space would be accessible exclusively to Ednetics.

A.4. INTRALATA/INTERLATA TOLL PRESUBSCRIPTION

- A. General: IntraLATA/InterLATA toll presubscription is a procedure whereby a Customer may select and designate an IntraLATA and/or InterLATA Toll Provider ("ITP") to access IntraLATA and/or InterLATA toll calls in Arizona without dialing an access code. The end user may designate an ITP for IntraLATA toll, a different carrier for InterLATA toll, or the same carrier for both. This ITP is referred to as the Customer preferred IntraLATA/InterLATA toll provider.
- B. Presubscription Charge Application

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Initial Free Presubscription Choice for Customers

New customers (including an existing customer who orders an additional line) who subscribe to local service may select a primary ITP when they place an order for Company Exchange Service. If a customer does select either an IntraLATA and/or an InterLATA toll carrier at the time, the customer will use Company as ITP until such time as the customer has notified the Company that it has selected a primary ITP.

Initial free selections available to Customers are:

1. Designating an ITP as their primary carrier, thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 101-XXXX or other required codes.
2. Choosing no carrier as a primary carrier thus using Company as ITP and requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Company.

A.5 OFFERED RATES

A. Standard User License:

# of User Access Lines	Tier	MRC/User	Installation NRC
25-99	1	\$50.00	\$1000.00
100-249	2	\$45.00	\$1000.00
250-999	3	\$40.00	\$1000.00
1000-9999	4	\$35.00	\$1000.00

B. Network Fee:

# of User Access Lines	Tier	MRC
99 or Less User Lines	1	\$1,000.00

C. Efax User License (Optional):

Efax User Access Line	MRC
Per Licensed Line	\$30.00

D. Analog Terminal Adapter (ATA) License (Optional):

ATA License	MRC/Device	NRC
Per Licensed Line	\$30.00	\$130.00

E. Long Distance:

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Domestic Long Distance U.S. and Canada	\$0.00 per minute of use
International Long Distance	\$0.15 per minute of use
Inbound Toll Free	\$1.00 per number and \$0.025 per minute

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F. Transport at the bandwidth required to deliver Ednetics Voice™:

Bandwidth	MRC	NRC
2Mbps	\$1,000.00	\$2,000.00
5Mbps	\$1,200.00	\$4,000.00
10Mbps	\$1,500.00	\$6,000.00

- G. Service Moves: Service moves consist of adding a new Facility at the new location and then disconnecting the old Facility at the previous location once the move has completed. If the Facilities provider is the same at both locations and their contract with Ednetics includes a Portability clause waiving the NRC if the new circuit is equal to or greater in value than the old circuit over the remaining term of the contract, there is no charge. If this is not the case, the applicable Maximum rates in A.2.F would be passed through to Customer.

H. Dispatch and Trouble Isolation:

On-Premise Rate per Hour	Travel Rate per Hour
\$300.00	\$200.00