

LOCAL EXCHANGE SERVICES TARIFF

**This Tariff, Mercury Voice and Data, LLC ACC Tariff No. 2, replaces in its entirety
Mercury Voice and Data Company ACC Tariff No. 2.**

**ARIZONA RESALE AND FACILITIES-BASED COMPETITIVE LOCAL EXCHANGE
TELECOMMUNICATIONS TARIFF**

OF

MERCURY VOICE AND DATA, LLC

Mercury Voice and Data, LLC operates as a competitive telecommunications company within the State of Arizona.

This tariff contains the descriptions, regulations, and rates applicable to the resale of telecommunication services provided by Mercury Voice and Data, LCC with offices at 520 Maryville Centre Drive, Suite 300, St. Louis, MO 63141.

This tariff applies to services furnished within the State of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business in St. Louis, Missouri.

Issued: November 6, 2013

By:

Dennis D. Moffit, Senior Counsel
520 Maryville Centre Drive, Suite 300
St. Louis, MO 63141

Effective: 12-6-13

**ADMINISTRATIVELY
APPROVED FOR FILING**

LOCAL EXCHANGE SERVICES TARIFF

CHECK SHEET

All pages of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION
1.	Original*	31.	Original*	61.	Original*
2.	Original*	32.	Original*	62.	Original*
3.	Original*	33.	Original*	63.	Original*
4.	Original*	34.	Original*	64.	Original*
5.	Original*	35.	Original*	65.	Original*
6.	Original*	36.	Original*	66.	Original*
7.	Original*	37.	Original*	67.	Original*
8.	Original*	38.	Original*	68.	Original*
9.	Original*	39.	Original*	69.	Original*
10.	Original*	40.	Original*	70.	Original*
11.	Original*	41.	Original*	71.	Original*
12.	Original*	42.	Original*	72.	Original*
13.	Original*	43.	Original*	73.	Original*
14.	Original*	44.	Original*	74.	Original*
15.	Original*	45.	Original*	75.	Original*
16.	Original*	46.	Original*	76.	Original*
17.	Original*	47.	Original*	77.	Original*
18.	Original*	48.	Original*		
19.	Original*	49.	Original*		
20.	Original*	50.	Original*		
21.	Original*	51.	Original*		
22.	Original*	52.	Original*		
23.	Original*	53.	Original*		
24.	Original*	54.	Original*		
25.	Original*	55.	Original*		
26.	Original*	56.	Original*		
27.	Original*	57.	Original*		
28.	Original*	58.	Original*		
29.	Original*	59.	Original*		
30.	Original*	60.	Original*		

*Indicates those pages included with this filing

Issued: November 6, 2013

By:

Dennis D. Moffit, Senior Counsel
520 Maryville Centre Drive, Suite 300
St. Louis, MO 63141

Effective: 12-6-13

**ADMINISTRATIVELY
APPROVED FOR FILING**

LOCAL EXCHANGE SERVICES TARIFF

TABLE OF CONTENTS

	<u>Page</u>
PREFACE	1
TABLE OF CONTENTS	3
EXPLANATION OF SYMBOLS	4
STATEMENT OF COMPETITIVE CARRIER STATUS	5
TARIFF FORMAT	6
INTRODUCTION	7
APPLICATION OF TARIFF	8
SECTION 1 – DEFINITIONS	9
SECTION 2 – RULES AND REGULATIONS	12
SECTION 3 – SERVICE AREAS	39
SECTION 4 – SERVICE CHARGES AND SURCHARGES	40
SECTION 5 – LOCAL EXCHANGE SERVICE	41
SECTION 6 – SUPPLEMENTAL SERVICES	45
SECTION 7 – RATES	54
SECTION 8 – TOLL SERVICES	58
SECTION 9 – ACCESS SERVICES	59
SECTION 10 – SPECIAL ARRANGEMENTS	60
SECTION 11 – PROMOTIONS	62
SECTION 12 – LOCAL INTERCONNECTION SERVICE	63

Issued: November 6, 2013

By:

Dennis D. Moffit, Senior Counsel
520 Maryville Centre Drive, Suite 300
St. Louis, MO 63141

Effective: 12-6-13

**ADMINISTRATIVELY
APPROVED FOR FILING**

LOCAL EXCHANGE SERVICES TARIFF

EXPLANATION OF SYMBOLS

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) To signify a change in regulation.
- (D) To signify a discontinued rate or regulation.
- (I) To signify an increase in rate or charge.
- (M) To signify material relocated from one page to another without change.
- (N) To signify a new rate or regulation.
- (R) To signify a reduced rate or charge.
- (S) To signify a correction or reissued matter.
- (T) To signify a change or regulation but no change in rate or charge.

Issued: November 6, 2013

By:

Dennis D. Moffit, Senior Counsel
520 Maryville Centre Drive, Suite 300
St. Louis, MO 63141

Effective: 12-6-13

**ADMINISTRATIVELY
APPROVED FOR FILING**

LOCAL EXCHANGE SERVICES TARIFF

STATEMENT OF COMPETITIVE CARRIER STATUS

Mercury Voice and Data, LLC is classified as a competitive telecommunications company in Arizona and offers services deemed competitive by the Arizona Corporation Commission under A.A.C. R14-2-1108.

Issued: November 6, 2013

By:

Dennis D. Moffit, Senior Counsel
520 Maryville Centre Drive, Suite 300
St. Louis, MO 63141

Effective: 12-6-13

<p>ADMINISTRATIVELY APPROVED FOR FILING</p>
--

LOCAL EXCHANGE SERVICES TARIFF

TARIFF FORMAT

Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Arizona Corporation Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14.

Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.LA.
- 2.1.LA.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).(l).

Issued: November 6, 2013

By:

Dennis D. Moffit, Senior Counsel
520 Maryville Centre Drive, Suite 300
St. Louis, MO 63141

Effective: 12-6-13

**ADMINISTRATIVELY
APPROVED FOR FILING**

LOCAL EXCHANGE SERVICES TARIFF

INTRODUCTION

This tariff applies to the Company's resale and facilities-based offering of local exchange telecommunications services, upon receiving a customer request for service, within the State of Arizona.

Issued: November 6, 2013

By:

Dennis D. Moffit, Senior Counsel
520 Maryville Centre Drive, Suite 300
St. Louis, MO 63141

Effective: 12-6-13

**ADMINISTRATIVELY
APPROVED FOR FILING**

LOCAL EXCHANGE SERVICES TARIFF

APPLICATION OF TARIFF

This tariff contains the regulations, rates and charges applicable to the provision of facilities-based and resold local exchange telecommunications service by Mercury Voice and Data, LLC for use by customers in the state of Arizona.

This tariff is on file with the Arizona Corporation Commission. In addition, this tariff is available for review at the main office of Mercury Voice and Data, LLC, at 520 Maryville Centre Drive, Suite 300, St. Louis, MO 631431.

Applications for initial or additional services made verbally or in writing become a contract on establishment of the service or facility.

Issued: November 6, 2013

By:

Dennis D. Moffit, Senior Counsel
520 Maryville Centre Drive, Suite 300
St. Louis, MO 63141

Effective: 12-6-13

ADMINISTRATIVELY APPROVED FOR FILING

LOCAL EXCHANGE SERVICES TARIFF

SECTION 1 – DEFINITIONS

Advance Payment - Payment of all or part of a charge required before the start of service.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User - A person, corporation or other entity that is authorized by the Company or Customer to utilize services provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Commission - The Arizona Corporation Commission.

Common Carrier - An authorized company or entity providing telecommunications services to the public

Company - Mercury Voice and Data, LCC, the issuer of this tariff.

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

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

Customer Terminal Equipment - Terminal equipment provided by the Customer.

End Office - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company network. Presubscribed Customers may also route interexchange calls to the Company network by dialing an access code supplied by the Company.

Exchange Telephone Company or Telephone Company - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 1 – DEFINITION (CONT'D)

Individual Case Basis (ICB) - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

Joint User - A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

Local Calling - A completed call or telephonic communication between a calling Station and any other Station within the local service area of the *Calling Station*.

Mercury - Mercury Voice and Data, LLC, issuer of this tariff.

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

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

PIN - Personal Identification Number. See Authorization Code.

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

Recurring Charges - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 1 – DEFINITION (CONT'D)

Service - Any means of service offered herein or any combination thereof.

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

Service Order - The written or verbal request for Company services by the Customer and the Company in the format devised by the Company. A Service Order initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Services - The Company telecommunications services offered on the Company network.

Station - The network control signaling unit and any other equipment provided at the Customer premises that enables the Customer to establish communications connections and to effect communications through such connections.

Subscriber - The person, firm, partnership, corporation, or other entity who orders telecommunications service from the Company. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

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

Usage Charges - Charges for minutes or messages traversing over local exchange facilities.

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

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1. Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Arizona, and terminating within a local calling area as defined herein.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2. Shortage of Equipment or Facilities

The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond Company control.

The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

2.1.3. Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this rate sheet, a month is considered to have thirty (30) days.
- B. Except as otherwise stated in this tariff, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

Issued: November 6, 2013

By:

Dennis D. Moffit, Senior Counsel
520 Maryville Centre Drive, Suite 300
St. Louis, MO 63141

Effective: 12-6-13

**ADMINISTRATIVELY
APPROVED FOR FILING**

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 Understanding of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

- D. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E. Service may be terminated upon written notice to the Customer if:
 - 1. the Customer is using the service in violation of this tariff; or
 - 2. the Customer is using the service in violation of the law.
- F. This tariff shall be interpreted and governed by the laws of the State of Arizona without regard for its choice of laws provision.
- G. Any other telephone company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H. To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- I. The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts. All service packages established by the Company will be approved by the Commission prior to the furnishing of service.

Issued: November 6, 2013

By:

Dennis D. Moffit, Senior Counsel
520 Maryville Centre Drive, Suite 300
St. Louis, MO 63141

Effective: 12-6-13

**ADMINISTRATIVELY
APPROVED FOR FILING**

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 Understanding of the Company (Cont'd)

2.1.4. Limitations on Liability

- A. Except for the credit allowance specified in Section 2.7, the Company shall not be liable for any claim or loss, expense or damage, due to any Interruption, delay, error, omission, or defect in any service, facility, or transmission provided under the tariff. In no event will the Company be liable for any direct, indirect, consequential, incidental, exemplary, punitive, or special damages, or for any lost income or profits, for any reason whatsoever, even if Company is advised of the possibility of the same.
- B. The Company shall not be liable for any claim or loss, expense, or damage, due to any Interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this tariff, if caused by or resulting from: any person or entity other than the Company; any malfunction of any service or facility provided by any person other than the Company; labor difficulties; fire, flood, earthquake, or any other act of God; explosion; war; riot or civil disturbance; any law, order, regulation, direction, action or request of any federal, state or local government or any department, agency, commission, bureau, or other instrumentality of federal, state or local government; or by any other cause beyond the Company's control.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

Issued: November 6, 2013

By:

Dennis D. Moffit, Senior Counsel
520 Maryville Centre Drive, Suite 300
St. Louis, MO 63141

Effective: 12-6-13

**ADMINISTRATIVELY
APPROVED FOR FILING**

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 Understanding of the Company (Cont'd)

2.1.5. The Company shall not be liable for and shall be fully indemnified and held harmless by Customer against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:

- A. Defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled, or used by the Company under this tariff;
- B. Connecting, combining, or adapting the Company's facilities with Customer's apparatus or systems;
- C. Any loss, destruction or damage to property of the Company, the Customer, or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives, family members or invitees;
- D. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of the Company or any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by this tariff or any agreement between the Customer and the Company; or
- E. Any personal injury or death of any person or for any loss of or damage to the premises, equipment or other property owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by gross negligence of the Company.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 Understanding of the Company (Cont'd)

- 2.1.6. No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- 2.1.7. THE COMPANY MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS TARIFF, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 2.1.8. Directory Errors – In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 Understanding of the Company (Cont'd)

2.1.9. With respect to Emergency Number 911 Service:

- A. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, Interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- B. The Company is not responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
- C. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this tariff, the Customer acknowledges and agrees with the release of information as described above.

2.1.10. Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

Issued: November 6, 2013

By:

Dennis D. Moffit, Senior Counsel
520 Maryville Centre Drive, Suite 300
St. Louis, MO 63141

Effective: 12-6-13

**ADMINISTRATIVELY
APPROVED FOR FILING**

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 Understanding of the Company (Cont'd)

2.1.11. Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by Company agents or employees to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - 1. the transmission of signals by Customer-provided equipment or the quality of, or defects in, such transmission; or
 - 2. the reception of signals by Customer-provided equipment.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 Understanding of the Company (Cont'd)

2.1.12. Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.13. Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

2.1.14. Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.2 Prohibited Uses

- 2.2.1. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2. The Company may require applicants for service who intend to use Company offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company offerings complies with relevant laws and with the regulations, policies, orders, and decisions of the Arizona Corporation Commission.
- 2.2.3. The Company may block any signals being transmitted over its Network by Customers who cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4. Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer

2.3.1. General

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

- A. the payment of all applicable charges pursuant to this tariff;
- B. damage to or loss of Company facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide communication services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company opinion, injury or damage to 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. asbestos) prior to any construction or installation work;

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating, or allowing to be placed, any liens or other encumbrances on Company equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

2.3.2. Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of Company negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in 2.3.2.A, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, 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.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Liability of the Customer (Cont'd)

- C. The Customer shall not assert any claim against any other Customer or user of Company 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.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels

2.4.1. General

A User may transmit or receive information or signals via the facilities of the Company. Company services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with Company equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2. Station Equipment

- A. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company point of connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to Company employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

2.4.3. Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communication services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities (Cont'd)

- C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

2.4.4. Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.A for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.5 Payment Arrangements

2.5.1. Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for the payment of any sales, use, privilege, excise, franchise or occupation tax, costs of furnishing service without charge or similar taxes or impositions now or hereinafter levied by federal state or local government or any political subdivision or taxing authority thereof on a pro rata basis in the areas wherein such taxes, impositions or other charges shall be levied against the Company, or may require collection of such taxes, fees and charges by the Company. The Company will not separately charge for all applicable Arizona state and local taxes on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

2.5.2. Billing and Collection of Charges

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

- A. Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.5 Payment Arrangements (Cont'd)

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

- C. The Monthly Recurring Charges are billed in advance. Monthly Recurring Charges are accrued in full as of the first day of the billing cycle in which the service is furnished. Therefore, the Monthly Recurring Charges are not subject to pro-rating if service is disconnected prior to the end of a billing period.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. The following information will appear on residential bills:
- the number of access lines for which charges are stated
 - the beginning or ending dates of the billing period
 - the date the bill becomes delinquent if not paid on time
 - the unpaid balance (if any)
 - the amount for basic service and an itemization of the amount due for toll service, if applicable, including the date and duration of each toll call
 - an itemization of the amount due for taxes, franchise fees, universal service fund, 911 surcharges (if applicable) and other surcharges as may be necessary and appropriate
 - the total amount due
 - if applicable, the amount of a deposit and interest accrued on a deposit which has been credited to the charges stated
 - a telephone number where inquiries may be made
- F. During the first billing period in which a residential Customer receives service, the Company provides each Customer an insert or other written notice that contains an itemized account of the charges for the equipment and service for which the customer has contracted.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.5 Payment Arrangements (Cont'd)

2.5.3. Late Payment Fee

If any portion of amount owed to the Company by the Customer is not received by the Company within 30 days following the invoice date, or if any portion of the Customer's payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of \$20 for each billing cycle shall be due to the Company until the full amount owed to the Company is paid.

2.5.4. Return Check Charge

The Company will assess a return check charge of up to \$25.00, whenever a check or draft presented for payment of service is not accepted by the institution on which it is written, including for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.5 Payment Arrangements (Cont'd)

2.5.5. Disputed Bills

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer should contact the Company at the address or telephone number provided on the bill. The Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance Of service for non-payment. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B. The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Arizona Corporation Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Arizona Corporation Commission
Consumer Services Section
1200 W. Washington Street
Phoenix, AZ 85007

- C. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

2.5.6. Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one (1) month's charges for the service or facility, and additional one (1) month advance payment may be required for each subsequent month. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.5 Payment Arrangements (Cont'd)

2.5.7. Deposits

Any applicant or Customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of the estimated local service and intraLATA toll charges for up to two months for the facilities and service.

The fact that a deposit has been made shall in no way relieve the applicant or Customer from complying with the tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the rules and regulations of the Commission pertaining to Customer deposits.

A. Interest on Deposits

Interest will be paid on residential deposits. The rate shall be equal to one percent (1%) above the prime lending rate as published in the Wall Street Journal. This rate shall be adjusted annually on December 1 using the prime lending rate, as published in the Wall Street Journal on the last business day of September of each year plus one (1%). The interest shall be credited annually upon the account of the customer or paid upon the return of the deposit, whichever occurs first. Interest shall not accrue on any deposit after the date on which a reasonable effort has been made to return it to the customer. Records shall be kept of efforts made to return a deposit.

B. Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

C. Return of Deposit

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.5 Payment Arrangements (Cont'd)

2.5.7 Deposits

- D. The Company shall keep a record of each cash deposit until the deposit is returned. The record will show the name of each Customer making a deposit; the premises occupied by the Customer when making the deposit and each successive premises occupied while the deposit is retained by the Company; the amount and date of making the deposit; and a record of each transaction, such as the payment of interest, interest credited, etc., concerning the deposit. Concurrently with receiving a deposit, the Company will provide the Customer a receipt showing the deposit date, the name and billing address of the Customer and the deposit amount.
- E. Upon discontinuance of service, or when a Customer has established credit by other means, the Company will promptly refund any deposit, plus accrued simple interest, or the balance, if any, in excess of the unpaid bills for the services furnished by the company. A transfer of service from one location to another within the Company serving area shall not be deemed a discontinuance with the Company if the character of the service remains unchanged.
- F. Deposits will be refunded after twelve months of timely payment, with interest as specified above.

2.5.8. Cancellation of Application for Service

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

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.5 Payment Arrangements (Cont'd)

2.5.8 Cancellation of Application for Service (Cont'd)

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

2.5.9. Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6 Discontinuance of Service

2.6.1. Service may be discontinued for any of the following reasons:

- A. nonpayment of an undisputed delinquent charge;
- B. unauthorized use of telephone utility equipment in a manner which *creates an* unsafe condition or creates the possibility of damage or destruction to such equipment;
- C. failure to substantially comply with terms of a settlement agreement;
- D. refusal after reasonable notice to permit inspection, maintenance or replacement of telephone utility equipment;
- E. material misrepresentation of identity in obtaining telephone utility service;
- F. as approved by federal or state law.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.6 Discontinuance of Service

- 2.6.2. Service may not be discontinued by the Company for failure to pay charges not subject to Arizona Corporation Commission's jurisdiction unless specifically authorized in this tariff.
- 2.6.3. Residential service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such day.
- 2.6.4. Customers shall have 21 days from the rendition of a bill to pay the charges stated.
- 2.6.5. Residential service shall not be discontinued unless written notice by first-class mail is sent to the customer at least ten (10) days prior to the date of the proposed discontinuance. All notices shall be sent on the 5th of the month.
- 2.6.6. At least 24 hours preceding a discontinuance the Company shall make reasonable efforts to contact the customer to advise of the proposed discontinuance and what steps must be taken to avoid it.

2.7 Allowances for Interruptions in Service

- 2.7.1. Except as set forth in Section 2.7.2, a customer will be entitled to a credit allowance for an Interruption of service which is caused by or occurs in facilities or equipment owned, provided and billed for, by the Company. The credit allowance shall be the sole remedy of Customer and the sole liability of the Company. For purposes of computing a credit allowance, a month consists of 720 hours. The Company will credit the Customer's account at the rate of 1/720th of the monthly charge for each full hour of any Interruption. The Customer must notify the Company immediately of any Interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer.
- 2.7.2. **No credit allowance will be made for:**
 - A. interruptions due to the Company's testing or adjusting;
 - B. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer or any other person or by the common carrier providing service connected to the Service of the Company;

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.7 Allowances for Interruptions in Service

2.7.2 No credit allowance will be made for: (Cont'd)

- C. interruptions due to the act or omission of any person other than the Company, including but not limited to, the Customer or other common carriers connected to the Company's facilities;
- D. interruptions due to the failure or malfunction of non-Company equipment;
- E. interruptions of Service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- F. interruptions of Service during a period in which the Customer continues to use the Service on an impaired basis;
- G. interruptions of Service during any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; and
- H. interruption of Service due to circumstances or causes beyond the control of the Company.

2.7.3. Use of Another Means of Communications

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

2.7.4. Application of Credits for Interruptions in Service

- A. Credits for Interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the Interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.8 Use of Customer's Service by Others

2.8.1. Joint Use Arrangements

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

2.9 Cancellation by Customer

Customers may cancel service verbally or in writing. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

2.10 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.5.2.

2.10.1. Termination Liability

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

- A. all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D. minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.11 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- 2.11.1. to any subsidiary, parent company or affiliate of the Company; or
- 2.11.2. pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.11.3. pursuant to any financing, merger or reorganization of the Company.

2.12 Customer Liability for Unauthorized Use of the Network

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

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

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

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

- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.12 Customer Liability for Unauthorized Use of the Network (Cont'd)

2.12.1 Customer Liability for Fraud and Unauthorized use of the Network (Cont'd)

- D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

2.13 Notices and Communications

- 2.13.1. The Customer shall designate on the Service Order the address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which Company bills for service shall be mailed.
- 2.13.2. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.13.3. Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.13.4. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.14 Taxes, Fees and Surcharges

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to, Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this rate sheet, such taxes, fees and surcharges are in addition to rates as quoted in this rate sheet and will be itemized separately on Customer invoices. All charges and fees subject to the Commission's jurisdiction, except taxes and franchise fees, will be submitted to the Commission for prior approval.

2.14.1. Arizona Universal Service Fund

- A. The Company will place, on each retail end-user customer's bill, a surcharge equal to the Arizona Universal Service Fund percentage assessment ordered by the Arizona Corporation Commission.
- B. The surcharge will appear as a separate line item detailed as "Arizona Universal Service Fund."
- C. The surcharge percentage will be calculated in accordance with A.A.C. R14-2-1202.

2.15 Miscellaneous Provisions

2.15.1. Telephone Number Changes

Whenever any Customer's telephone number is changed the Company shall intercept all calls to the former number for at least thirty (30) days at no charge and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 3 – SERVICE AREAS

3.1 Local Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in the exchanges currently served by Qwest Corporation.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 4 – SERVICE CHARGES AND SURCHARGES

4.1 Service Order and Change Charges

Nonrecurring charges apply to processing Service Orders for new service and for changes in service.

Installation Charge - applies to requests for initial connection or establishment of telephone service to the Company. This charge applies to each line installed.

Service Order Change Charges - applies to work associated with Customer-requested changes to existing services, including adding or deleting line features, directory listing changes or additions and billing or contact information changes to Customer accounts. One Service Order Change Charge applies for each change order requested by the Customer. If multiple changes are requested by the Customer and occur on the same order, only one charge applies.

4.2 Premises Visit Charge

Premises Visit charges apply when the installation of network access facilities or trouble resolution require a visit to the Customer's premises. This charge applies in addition to the Technician Dispatch Charge.

4.3 Restoral Charge

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 1 of this Tariff.

4.4 Carrier Presubscription

4.4.1. General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier that the Customer wishes to be the carrier of choice for intraLATA and interrelate toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or Interrelate toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

4.4.2. Application of Charges

After a Customer's initial selection for a presubscribed toll, for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interrelate carriers with the same order will be assessed a single charge per line.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 5 – LOCAL EXCHANGE SERVICE

5.1 General

Local exchange service is offered to Customers on a presubscription basis from equal access originating end offices only. Unless otherwise specified, the minimum term is one (1) month. Rates for service may vary by call type and/or term commitment. Usage rates, per call charges and monthly fees may apply. In addition, applicable Service Order and other nonrecurring charges may apply. Call timing is defined in the description for each service. Service is available 24 hours a day, 7 days a week. Service is available where technically feasible and where facilities permit.

Service is provided to business Customers only.

Recurring Charges are billed monthly in advance. Nonrecurring charges for usage and installation or rearrangement of service, as applicable, are billed on the next month's bill.

A one-time set up fee per account may apply.

5.1.1. Application of Business Rates

Business rates apply at the following locations, among others:

- A. In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.
- B. In residence locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes, and in residence locations where an extension is located at a place where business rates would apply.
- C. In the residence of a practicing physician, dentist, veterinary, surgeon, or other medical practitioner who has no service at business rates at another location.
- D. In any residence location where there is substantial business use of the service and the Customer has no service at business rates.

5.1.2. Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A. Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D)

5.1 General (Cont'd)

5.1.2 Charges Based on Duration of Use (Cont'd)

- B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls starts with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C. Timing terminates on all calls when the calling party hangs up or the Company network receives an off-hook signal from the terminating carrier.
- D. Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- E. All times refer to local time.

5.1.3. Service Terms and Conditions

Local exchange service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company switching network that enables the Customer to:

- A. receive calls from other stations on the public switched telephone network;
- B. access the Company Local Calling Services and other Services as set forth in this tariff;
- C. access interexchange calling services of the Company and of other carriers;
- D. access (at no additional charge) to Company operators and business office for service related assistance;
- E. access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- F. access relay services for the hearing and/or speech impaired.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D)

5.1 General (Cont'd)

5.1.3. Services Terms and Conditions (Cont'd)

Local exchange service cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company switch. Each basic local exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Individual line local exchange service is comprised of exchange access lines defined as follows:

Exchange Access Line - The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer.

5.2 Standard Flat Rate Service

Standard Flat Rate Service provides a Customer with analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time. Lines are provided for the connection of Customer-provided wiring, telephone, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Customers receive unlimited calling within their local calling area. No measured or message rate usage charges apply to calls placed to or received from areas within the local calling area.

A nonrecurring installation charge applies as listed in Section 4 of this tariff.

	<u>Per Month</u>
Initial Line:	\$30.40
Additional line, each:	\$30.40

Issued: November 6, 2013

By:

Dennis D. Moffit, Senior Counsel
520 Maryville Centre Drive, Suite 300
St. Louis, MO 63141

Effective: 12-6-13

**ADMINISTRATIVELY
APPROVED FOR FILING**

LOCAL EXCHANGE SERVICES TARIFF

SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D)

5.3 Local Exchange Package Service

Mercury offers flat rate local exchange service packages to business Customers. Local service is bundled with a selection of calling features. Additional features are available on an a la carte basis.

5.3.1. Package 1 includes the following:

1. One (1) voice line with unlimited local calling.
2. Optional Calling Features Package including:
 - Auto Callback
 - Auto Recall
 - Call Forwarding
 - Call Trace
 - Call Transfer
 - Call Waiting
 - Call Waiting Caller ID
 - Caller ID
 - Caller ID Block
 - Cancel Call Waiting
 - Speed Calling

Package 2 includes the following:

1. One (1) voice line with unlimited local calling.
2. Optional Calling Features Package including:
 - Auto Callback
 - Auto Recall
 - Call Forwarding
 - Call Trace
 - Call Transfer
 - Call Waiting
 - Call Waiting Caller ID
 - Caller ID
 - Caller ID Block
 - Cancel Call Waiting
 - Speed Calling
 - Choice of three (3) Premium Calling Features

5.3.2. Optional Fax/Credit Card Line

A basic line, with no features, for use as a dedicated fax or credit card line is available.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 6 – SUPPLEMENTAL SERVICES

6.1 Optional Calling Features

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

6.1.1. Standard Feature Descriptions

Anonymous Call Rejection – Automatically rejects all calls from withheld numbers.

Automatic Callback – Allows the Customer to automatically redial the last outgoing call.

Automatic Recall – Allows the Customer to return the most recent incoming call, or to hear the last incoming caller's number and then optionally return the call.

Busy Call Forwarding – Forwards incoming calls to an alternative number when the Customer's line is busy.

Call Barring – Allows the Customer to bar outgoing calls to certain types of numbers from their line. The types of call that can be barred are international calls, interstate, interrelate, intraLATA, local calls operator calls, calls to any call service access codes and premium rate calls. Users can enter codes to disable access code barring and to check call barring status.

Call Forwarding – Automatically forwards calls to another number of the Customers choosing.

Call Trace – Allows a Customer to request a trace of the incoming call. This information is provided to the Service Provider, not to the Customer, and may then be passed on to an appropriate authority.

Call Transfer – Allows a Customer to call another party during an existing call and transfer the call to the second party.

Call Waiting – Notifies the Customer that a second call is on the line and allows the Customer to switch between the calls.

Call Waiting with Caller ID – Displays the calling number and/or the calling name (depending on whether the subscriber has calling number Delivery and/or Calling Name Delivery enabled) as part of the notification that a second call is on the line.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 6 – SUPPLEMENTAL SERVICES (CONT'D)

6.1 Optional Calling Features (Cont'd)

6.1.1 Standard Feature Descriptions (Cont'd)

Caller ID – Displays the name and number of the incoming caller on the Customer's telephone, if the Customer has a Caller Display screen or Caller Display Unit.

Per line blocking for the blocking of CPN will be available upon request, at no charge, only to the following entities for lines over which the official business of the agency is conducted, including those at the residences of employees/volunteers, where an executive officer of the agency registers a need for blocking and provides the required certification to the Company: (1) private, nonprofit, tax exempt, domestic violence intervention agencies and (2) federal, state and local law enforcement agencies.

The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis but can be deactivated by the Customer by dialing an access code immediately prior to placing a call. Line blocking Customer can unblock their CPN information on a per call basis, at no charge, by dialing an access code (*82 on their touch tone pad or 1182 from a rotary phone) immediately prior to placing a call.

A Customer may prevent the delivery of their calling name and/or number to the called party by dialing an access code (*67 on their touch tone pad or 1167 from a rotary phone) immediately prior to placing a call. The access code will activate per call blocking, which is available at no charge. If the calling party activates blocking, the CPN will not be transmitted across the line to the called party. Instead, Calling Line Identification Customers will receive an anonymous indicator. This anonymous indicator notifies the Caller ID Customer that the calling party has elected to block the delivery of their name and telephone number. The blocking of CPN will not be provided on calls originating from Customer Owned Pay Telephones. If the Caller ID Customer also subscribes to Anonymous Call Rejection, the calling party will be routed to a telephone company recording advising the caller that the called party will not accept calls whose CPN has been blocked.

Any Customer subscribing to Caller ID will be responsible for the provision of a display device that will be located on the Customer's premises. The installation, repair and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the Customer. The Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 6 – SUPPLEMENTAL SERVICES (CONT'D)

6.1 Optional Calling Features (Cont'd)

6.1.1 Standard Feature Descriptions (Cont'd)

Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID Subscriber. Resale of this information is prohibited by this tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office *only if it is linked by appropriate facilities*. Caller ID is not available on operator handled calls.

Cancel Call Waiting – Allows a Call Waiting Customer to disable call waiting for an individual call, so that important calls are not interrupted.

Priority Call – Allows the Customer to select a list of numbers from which incoming calls will ring with a distinctive tone.

Remote Access to Call Forwarding – Allows a Call Forwarding Customer to access and change their call forwarding configuration from any phone.

Selective Call Forwarding – Allows Customer to select a list of calling numbers whose calls will automatically be forwarded. Calls from this list are forwarded to a single alternative forwarding number.

Speed Calling – Allows a one-digit or two-digit code to be used as a shortcut for selected phone numbers.

Three-Way Calling – Allows the Customer to call another party during an existing call and add this party to the call, creating a three-way conversation.

6.1.2. Premium Feature Descriptions

Find Me Follow Me - Provides a way for Customer to configure additional numbers that will be rung instead of or as well as the Customer's own number. A pre-defined order is used to determine which number to ring next. Allows the Customer to set up to 32 rules that establish an order for numbers to be rung.

Hunting – Forwards an incoming call by going through a list of alternative numbers until it finds a line that is not busy and can accept the call. The hunt sequence can be either regular or circular.

Regular Hunting – the search stops when the end of the list is reached.

Circular Hunting – the search continued to circle through the list of numbers until the caller hangs up.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 6 – SUPPLEMENTAL SERVICES (CONT'D)

6.1 Optional Calling Features (Cont'd)

6.1.2. Premium Feature Descriptions (Cont'd)

Mandatory Account Codes – Allows a Customer to correlate their outgoing calls with a numerical account code, which is reported in billing information for the call. The following types of calls can be configured to require an account code: international, local operator, premium Directory enquiries, local business group, other business group, long distance, regional, carrier dialed.

Off Premise Extension – Allows an individual line to be associated with a second physical telephone line on a different access device, typically in a different location. The two lines act exactly as two extensions of the same line would operate. Service can be used when a Customer wants to install an extension line in a location that is too far to run an extension cable.

Personal Communication Manager Service – Allows the Customer to manage his or her telephone service from a PC-based application supported by the Personal Communication Manager (PCM). All incoming and outgoing calls are passed to the PCM during processing, to allow the PCM to record details of the call.

Voice Mail – Redirects unanswered or busy calls to a voicemail service. Two types of indicators are available to notify Customers that there is a message waiting.

Audible Message Waiting Indicator – Provides a stutter dial tone when there is a message waiting.

Visual Message Waiting Indicator – Provides a constant or flashing light to notify that a message is waiting.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 6 – SUPPLEMENTAL SERVICES (CONT'D)

6.2 Directory Assistance Services

6.2.1. Local Directory Assistance

A Customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. The Customer may request a maximum of two (2) telephone numbers per call to Directory Assistance service without additional charges.

The rates specified below apply when Customers request company assistance in determining telephone numbers of Customers who are located in the same local service area or who are not located in the same local service area but who are located within the same NPA.

Charges will not apply for calls placed from hospital services or calls placed from telephones where the Customer or, in the case of residence service, a member of the Customer's household, has been affirmed in writing as unable to use a Company provided directory because of a visual, physical or reading handicap.

Unless one of the exceptions listed above applies, the charges as shown below apply for each request made to the Directory Assistance operator:

6.2.2. Call Completion

Call completion is only available for national directory assistance calls. The charges as shown below apply for each request made to the Directory Assistance Operator in which the operator completes the call to the desired number.

There are no allowances for Directory Assistance Call Completion, however, the Directory Assistance portion of the call is still governed by any appropriate call allowances and exemptions as stated in Section 6.2.1 of this tariff.

6.2.3. National Directory Assistance Service

National Directory Assistance Service is provided to Customers of the Company for the purpose of requesting telephone numbers of individuals or businesses who are located outside the Customer's local Directory Assistance service area.

There are no call allowances or exemptions for National Directory Assistance.

A maximum of two (2) requested telephone numbers are allowed per call.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 6 – SUPPLEMENTAL SERVICES (CONT'D)

6.3 Operator Services

6.3.1. General

Company operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hours per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call – This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call – This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Operator Station – These charges apply in addition to usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, or via some method other than a Calling Card or Commercial Credit Card.

Person-to-Person – This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 6 – SUPPLEMENTAL SERVICES (CONT'D)

6.4 Busy Line Verification and Line Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

A Verification Charge will apply when:

- A. The operator verifies that the line is busy with a call in progress, or
- B. The operator verifies that the line is available for incoming calls.

Both a Verification Charge and an Emergency Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the Customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Emergency Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 6 – SUPPLEMENTAL SERVICES (CONT'D)

6.5 Directory Listing Service

6.5.1. General

Business Customers have several options regarding how their business is listed in the directory.

6.5.2. Listings

A. Primary Listing

One listing, termed the Primary Listing, is included with the service. Additional lines will be billed at the Extra Line rate.

B. Additional Listing

Additional listings may be the listings of individual names of those entitled to use the customer's service or, Departments, Divisions, Trade names, etc.

C. Foreign Listing

This listing provides a listing in a directory of a community or surrounding area, other than the community in which the company is based.

D. Extra Line

The listing of more than one line for a business, such as a fax line.

E. Specialized Listing

Refers to the visual appearance of the listing in the directory.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 6 – SUPPLEMENTAL SERVICES (CONT'D)

6.6 911 Emergency Service

- 6.6.1. The Company is obligated to supply the E-911 service provider in the Company service area with information necessary to update the E-911 database at the time the Company submits Customer orders to the local exchange company whose service is being resold or whose lease facilities have been purchased for the provision of local service pursuant to these tariffs.
- 6.6.2. At the time the Company provides basic local service to a Customer by means of the Company's own cable pair, or over any other exclusively owned facility, the Company will be obligated to make the necessary equipment or facility additions in order to properly update the database for E-911.
- 6.6.3. The Company will be obligated to provide facilities to route calls from the end users to the proper Public Safety Answering Point (PSAP). The Company recognizes the authority of the E-911 Customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.
- 6.6.4. The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to A.R.S. § 42-5251.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 7 – RATES

7.1 Service Charges and Surcharges

7.1.1. Service Order and Change Charges

New Installation Charge, per line:	\$49.44
Service Order Change Charges, per order:	
Change Grade of Service:	\$10.25
Change Class of Service:	\$12.25
Feature Changes:	\$15.65
Telephone Number Change:	\$7.75

7.1.2. Premises Visit Charge

Premises Work Charge:	
Initial 15 minutes, or fraction:	\$42.65
Each Additional 15 minutes, or fraction:	\$15.35

7.1.3. Restoral Charge

Restoration, per line:	\$14.90
------------------------	---------

7.1.4. Carrier Presubscription

Per business line, trunk, or port	
Initial Line, or Trunk or Port	\$5.00
Additional Line, Trunk or Port	\$5.00

7.2 Local Exchange Service

7.2.1. Standard Flat Rate Service

	<u>Per Month</u>
Initial Line:	\$30.40
Additional line, each:	\$30.40

7.2.2. Local Exchange Package Service

	<u>Per Month</u>
Package 1:	\$35.00
Package 2	\$40.00
Fax/Credit Card Line:	\$23.00

LOCAL EXCHANGE SERVICES TARIFF

SECTION 7 – RATES (CONT'D)

7.3 Supplemental Services

7.3.1. Optional Calling Features

A. Features Offered A La Carte

<u>Standard Features</u>	<u>Monthly Rate</u>
Anonymous Call Rejection	\$1.99
Automatic Callback	\$1.99
Automatic Recall	\$1.99
Busy Call Forwarding	\$1.99
Call Barring	\$1.99
Call Forwarding	\$1.99
Call Transfer	\$1.99
Call Trace	\$1.99
Call Waiting	\$1.99
Call Waiting with Caller ID	\$1.99
Caller ID	\$1.99
Caller ID Block	\$1.99
Cancel Call Waiting	\$1.99
Priority Call	\$1.99
Remote Access to Call Forwarding	\$1.99
Selective Call Forwarding	\$1.99
Selective Call Rejection	\$1.99
Speed Calling	\$1.99
Three Way Calling	\$1.99

<u>Premium Features</u>	<u>Monthly Rate</u>
Find Me Follow Me	\$2.99
Hunting	\$2.99
Mandatory Account Codes	\$2.99
Personal Communication Manager Service	\$2.99
Voice Mail w/ Message Waiting Indicator	\$2.99

B. Feature Packages

1. <u>Pick 5/Pick 3</u>	<u>Monthly Rate</u>
Any 5 Standard Features:	\$7.95
Any 3 Premium Features:	\$7.95

LOCAL EXCHANGE SERVICES TARIFF

SECTION 7 – RATES (CONT'D)

7.3 Supplemental Services (Cont'd)

7.3.2. Directory Assistance Services

A. Local Directory Assistance

	<u>Per query</u>
Local Directory Assistance Direct dialed:	\$2.00

B. Call Completion - national directory assistance

Per completed call	Included
--------------------	----------

C. National Directory Assistance Service

Direct dialed	\$2.00
---------------	--------

7.3.3. Operator Services

A. Usage Charges

Usage charges for local and intraLATA operator assisted calls are those usage charges that would normally apply to the calling party's service.

B. Operator Surcharges

Operator Dialed Surcharge	\$1.50
Station to Station	\$5.50
Person to Person	\$9.95

C. Per Call Service Charges

Calling Card (fully automated)	\$0.50
Calling Card (semi-automated)	\$1.01
Calling Card (non-automated)	\$1.70
Collect & Third Party Billed (semi-automated)	\$1.11
Collect & Third Party Billed (non-automated)	\$1.70
Person to Person (semi-automated)	\$3.17
Person to Person (non-automated)	\$3.73

7.3.4. Busy Line Verification and Interrupt Service

Busy Line Verification, Per Request	\$7.95
Emergency Interrupt, Per Request	\$13.95

LOCAL EXCHANGE SERVICES TARIFF

SECTION 7 – RATES (CONT'D)

7.3 Supplemental Services (Cont'd)

7.3.5. Directory Listing Service

	<u>Per Year</u>
Additional Listing, each:	\$24.00
Foreign Listing, each:	\$24.00
Extra Line, each:	\$24.00
Specialized Listings	
Bold/Large Font:	\$160.00
1" bordered w/logo	\$420.00
2" bordered with logo	\$600.00
Billboard Listing*:	\$1500.00

* A billboard listing is a bordered, 2" listing that covers the width of the bottom of the page.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 8 – TOLL SERVICES

8.1 General

Rates and regulations for the interexchange telephone services offered by the Company may be found in ACC Tariff No. 3 for Mercury Voice and Data, LLC.

Issued: November 6, 2013

By:

Dennis D. Moffit, Senior Counsel
520 Maryville Centre Drive, Suite 300
St. Louis, MO 63141

Effective: 12-6-13

ADMINISTRATIVELY APPROVED FOR FILING

LOCAL EXCHANGE SERVICES TARIFF

SECTION 9 – ACCESS SERVICES

9.1 General

Rates and regulations for the access services offered by the Company may be found in ACC Tariff No. 4 for Mercury Voice and Data, LLC

Issued: November 6, 2013

By:

Dennis D. Moffit, Senior Counsel
520 Maryville Centre Drive, Suite 300
St. Louis, MO 63141

Effective: 12-6-13

ADMINISTRATIVELY APPROVED FOR FILING

LOCAL EXCHANGE SERVICES TARIFF

SECTION 10 – SPECIAL ARRANGEMENTS

10.1 Special Construction

10.1.1. Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in Company tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- (a) nonrecurring charges;
- (b) recurring charges;
- (c) termination liabilities; or
- (d) combinations of (a), (b), and (c).

10.1.2. Basis for Cost Computation

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

- A. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - 1. equipment and materials provided or used;
 - 2. engineering, labor, and supervision;
 - 3. transportation; and
 - 4. rights of way and/or any required easements.
- B. Cost of maintenance.
- C. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.
- D. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- E. License preparation, processing, and related fees.
- F. Tariff preparation, processing and related fees.
- G. Any other identifiable costs related to the facilities provided; or
- H. An amount for return and contingencies.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 10 – SPECIAL ARRANGEMENTS

10.1 Special Construction (Cont'd)

10.1.3. Termination Liability

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

- A. The period on which the termination liability is based is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 - 1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a. equipment and materials provided or used;
 - b. engineering, labor, and supervision;
 - c. transportation; and
 - d. rights of way and/or any required easements;
 - 2. license preparation, processing, and related fees;
 - 3. tariff preparation, processing and related fees;
 - 4. cost of removal and restoration, where appropriate; and
 - 5. any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 8.1.3.B preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 10.1.3.B preceding shall be adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

10.2 Non-Routine Installation and/or Maintenance

At the Customer's request, installation and/or maintenance may be performed outside Company regular business hours, or (in sole discretion of the Company and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours, but at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 11 – PROMOTIONS

11.1 General

Company will provide tariff notification to the Commission no less than seven (7) days prior to the beginning of each promotion identifying the promotion, the exchange(s) within which the promotion will be offered, and the start and end dates of the promotion. Company will offer all promotions in a non-discriminatory manner.

Issued: November 6, 2013

By:

Dennis D. Moffit, Senior Counsel
520 Maryville Centre Drive, Suite 300
St. Louis, MO 63141

Effective: 12-6-13

ADMINISTRATIVELY APPROVED FOR FILING

LOCAL EXCHANGE SERVICES TARIFF

SECTION 12 – LOCAL INTERCONNECTION SERVICE

12.1 LOCAL INTERCONNECTION SERVICE

12.1.1. GENERAL

- A. Subject to the terms set forth in Section 12.1.4, following, this Tariff provides an overview of Local Interconnection Service (“LIS”) and the terms and conditions under which LIS is offered.
- B. Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company’s service area(s). To limit the real potential for stranded investment, recurring and nonrecurring costs 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 service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis.
- C. Upon receipt of a bona fide request for LIS from a Customer, the Company will negotiate in good faith with the Customer to enter into an agreement that effectuates the terms and conditions set forth in this Tariff.
- D. LIS is available to Customers for resale to retail Subscribers.
- E. The Customer must comply with all applicable FCC regulations governing the provision of interconnected Voice over Internet Protocol (“VoIP”) service. In addition, it is the Customer’s sole responsibility to comply with all applicable laws and regulatory requirements.
- F. LIS does not support “nomadic” VoIP services. As provided elsewhere in this Tariff, the Customer must provide its services to Subscribers at a fixed service address.
- G. The terms and conditions set forth in this Section are in addition to the terms and conditions found in the General Regulations section of this Tariff.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 12/- LOCAL INTERCONNECTION SERVICE (CONT'D)

12.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

12.1.2. DEFINITIONS

- A. A. For purposes of this section 12, "Company" means an affiliate of Suddenlink Communications that is a Competitive Local Exchange Carrier (CLEC) certificated by the applicable state regulatory commission to offer telecommunications services in the state in which the Customer requests LIS.
- B. B. "Customer" means the provider of retail interconnected VoIP service, as defined in 47 C.F.R. § 9.3, that purchases LIS from the Company in order to serve its own customers, which are the Subscribers to the interconnected VoIP service provided by the Customer.
- C. C. "Subscriber" means the interconnected VoIP end-user customer of the Customer.

12.1.3. DESCRIPTION OF SERVICE

- A. LIS provides a connection between a Customer's facilities and the public switched telephone network, and related services described herein. In order to make use of the Company's LIS, the Customer's facilities must consist of an IP-based, broadband network that uses a Cable Modem Termination System (CMTS) employing the Network-based Call Signaling specified by Cable Television Laboratories, Inc. (CableLabs®). LIS does not support Customers providing services to Subscribers that operate using a different format.
- B. The IP-based, broadband connecting facility between Customer and Subscribers, the CMTS, the soft switch, the connecting facilities to the Company's media gateway, and all customer premises equipment must be provided by the Customer or its Subscribers and is not included as part of LIS. The Company will only accept and deliver traffic in time division multiplex ("TDM") protocol.
- C. LIS is available to Customers where suitable facilities exist, are technologically available, and are operationally and economically feasible.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 12 - LOCAL INTERCONNECTION SERVICE (CONT'D)

12.1. LOCAL INTERCONNECTION SERVICE (Cont'd)

12.1.3 DESCRIPTION OF SERVICE (Cont'd)

- D. LIS provides standard 10-digit telephone numbers with associated two-way statewide local exchange telecommunications service to permit Customers to provide interconnected VoIP service to the Customer's Subscribers. Where available in a service territory, LIS may also include support for the provision of 911 capability, telecommunications relay services (711), Toll, and Directory Listings. Operator Services and Directory Assistance are not included in LIS. LIS does not support calling to 976 or similar exchanges or to calls to the 900 Service access code.

12.1.4. USE OF SERVICE

- A. LIS is provided in accordance with the regulations and rates in this Tariff, applicable law, and the Company's agreements with other providers, including but not limited to: applicable state or federal law, applicable state or federal regulations, orders issued by regulatory agencies and/or courts of competent jurisdiction, Incumbent Local Exchange Company ("ILEC") interconnection agreements, or similar requirements (collectively "Company Obligations"). To the extent that changes in Company Obligations affect the terms and conditions under which the Company may provide LIS, including being unable to provide LIS at all, the liability of the Company for any such changes shall be subject to the limitation of liability provisions set forth in Sections 12.1.8 and 12.1.9 of this Tariff.

(1) The Customer shall, at its sole cost, be responsible for providing all equipment software, facilities and IP connectivity (including connectivity to Subscribers) necessary for the Customer to provide interconnected VoIP service to its Subscribers.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 12 - LOCAL INTERCONNECTION SERVICE (CONT'D)

12.1. LOCAL INTERCONNECTION SERVICE (Cont'd)

12.1.4. USE OF SERVICE (Cont'd)

(a) The Customer must provide the proper signaling information (e.g., originating Calling Party Number (CPN) (a/k/a Automatic Number Identification (ANI), destination called party number, Originating Line Information Parameter ("OLIP") on calls to 8XX telephone numbers, calling party category, charge number, Automatic Location Identification (ALI), etc.) for all calls. To the extent that failure to provide ANI or other signaling information leads to increased charges from third parties to the Company as a result of the Company Obligations, the Company may recover all such increased charges, as well as the Company's reasonable costs associated with defending against and/or administering such increased charges, from the Customer. If for two months in any twelve month period the Customer sends calls to the Company lacking required signaling information in excess of 5% of all calls during such months, the Company may terminate LIS to the Customer immediately with no liability from the Company to the Customer for such termination.

(b) The Customer shall input, validate and maintain accurate Subscriber information so that the Company can provide such Customer-provided information to applicable national databases, including but not limited to, Automatic Local Identification (ALI) Database, Directory Listing information, Line Information Database (LIDB) and Caller ID with NAME Database (CNAM). The Customer shall deliver to the Company valid postal addresses that can be confirmed against the Master Street Address Guide ("MSAG").

(c) The Customer shall not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to such party (including but not limited to making TDM originated traffic appear to be IP originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 12 - LOCAL INTERCONNECTION SERVICE (CONT'D)

12.1. LOCAL INTERCONNECTION SERVICE (Cont'd)

12.1.4. USE OF SERVICE (CONT'D)

(d) Based on the Company Obligations, LIS service is limited to Subscribers physically located in areas served by the Company within the states/locations identified in Section 12.1.11. The Customer shall in all cases assign telephone numbers to Subscribers based on the Subscribers' locations and fully in accordance with NANPA guidelines associating NPA-NXX codes with particular exchange areas. LIS under this Tariff is not to be used with any "virtual numbering" or foreign-exchange-like arrangements. Any such arrangements must be separately identified and negotiated between the Company and the Customer and will be established, if at all, only on an "individual case basis."

(e) The Company and the Customer will conduct interoperability testing prior to the Customer's implementing any software or call flow upgrade, enhancement or modification thereto. All special configurations are subject to the Company's approval. The Company may terminate (without liability) LIS where proper interoperability testing has not been completed.

12.1.5. TERM AND TERMINATION

- A. LIS is available for an initial term ("Term") of three years following execution of a contract or service order between the Company and the Customer effectuating the provisions of this Tariff, unless earlier terminated as provided herein. The Customer will provide notice of its intent to renew at least 90 days prior to expiration of the Term.
- B. In the event of early termination of service by the Customer before the expiration of the Term, the Company may assess a termination liability equal to 100% of all monthly recurring rates multiplied by the number of months left in the contract. Such early termination charges do not constitute a penalty under this Tariff but are assessed in order for the Company to fully recover costs associated with providing LIS.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 12 - LOCAL INTERCONNECTION SERVICE (CONT'D)

12.1. LOCAL INTERCONNECTION SERVICE (Cont'd)

12.1.5. TERM AND TERMINATION (CONT'D)

C. Discontinuance of Service for Cause.

- (1) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
 - (2) Upon Customer violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
 - (3) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
 - (4) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
 - (5) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
 - (6) In the event of fraudulent use of the Company's network, the Company may without notice immediately suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 12 - LOCAL INTERCONNECTION SERVICE (CONT'D)

12.1. LOCAL INTERCONNECTION SERVICE (Cont'd)

12.1.5. TERM AND TERMINATION (Cont'd)

(7) Upon the Company's discontinuance of service to the Customer under this Section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the customer during the remainder of the term for which such services would have otherwise been provided to the customer to be immediately due and payable.

(8) In the event a Customer's LIS is discontinued for any reason, it is the Customer's responsibility to ensure its affected Subscribers have access to an alternative 911 service.

12.1.6. SUBSCRIBER ORDERS AND USAGE FORECASTS

- A. The Customer must submit customer order(s) to activate a market(s) and request telephone numbers (each a "market order") in a format that will be provided by the Company and that may be updated from time to time. After doing so, the Customer may submit customer orders to activate Subscribers for use of LIS within a market ("subscriber order").
- B. The Customer will provide the Company with a non-binding forecast setting forth the Customer's estimated usage by market or local calling area and anticipated Local Number Portability ("LNP") requests for the next 12 month period, which shall be updated on a calendar quarter basis thereafter.
- C. The Customer may use other common carriers in addition to or in lieu of the Company.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 12 - LOCAL INTERCONNECTION SERVICE (CONT'D)

12.1. LOCAL INTERCONNECTION SERVICE (Cont'd)

12.1.7. LOCAL NUMBER PORTABILITY

- A. Porting In. When the Customer obtains Subscriber requests to port a telephone number from a third party telecommunications provider so that the Customer may provide interconnected VoIP service to the Subscriber using that ported number, the Customer may request that the telephone number be ported to the Company. The Customer represents and warrants that it has all necessary rights and authority necessary for any Port-In it requests, will provide copies of letters of authority authorizing the same (or access to recordings of third-party verification of customer ports) upon request and shall indemnify, defend and hold harmless the Company and its affiliates from any third party claim related to or arising out of any Port-In (or request for Port-In). The Customer shall not request a Port-In in any situation that does not meet the definition of "number portability" contained at 47 C.F.R. § 52.21(m).
- B. Porting Out. The Company shall honor requests received from third-party providers of telephone exchange service to port to such a provider a telephone number currently assigned to a Subscriber ("Port-Out"). Prior notice of Port-Outs will not be provided. The Company will support such third-party Port-Out requests in accordance with the Company's standard operating procedures.

12.1.8. EMERGENCY 911 SERVICE

- A. Subject to technical limitations which may vary from market location to market location, the Company may offer 911 Services as part of LIS, subject to the limitations stated herein.
- B. The Customer shall ensure that a Subscriber does not use LIS from a location different from the Subscriber's address and shall further ensure that telephone numbers are assigned to Subscribers whose primary address is within the rate center (as defined by the incumbent local exchange carrier) associated with such telephone number.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 12 - LOCAL INTERCONNECTION SERVICE (CONT'D)

12.1. LOCAL INTERCONNECTION SERVICE (Cont'd)

12.1.8 Emergency 911 Service (Cont'd)

- C. 911 Services may not function, or may not function properly: (i) if a telephone number is assigned to a Subscriber located outside of the ILEC rate center associated with such telephone number; (ii) if a Subscriber attempts a 911 call from a location different from the Subscriber's address provided to the Company by the Customer; (iii) during a disruption of power at the Subscriber location; (iv) during a loss of connectivity to the Subscriber location due to network outages or other degradations of service, whether in the Company's network or an interconnecting network; (v) during any period where service to a Subscriber has been cancelled or suspended for any reason (including suspensions or cancellations for failure to pay or other default); (vi) if incorrect or invalid Subscriber address information is provided, or if such information is not updated in the event of a change in primary location; or (vii) if equipment provided to or used by the Subscriber fails to function or is improperly installed or configured.
- D. 911 Services may not function correctly until correct and valid address information has been input into the appropriate database(s), which may occur after initial service activation.
- E. The Customer's agreements with Subscribers shall contain the following: (i) an explanation of the limitations on the functionality of 911 Services, including those set forth in Section 12.1.8.C, which the Company may supplement from time to time; and (ii) a release in favor of the Customer and the Company relating to claims arising out of the failure of 911 Services to function properly for the reasons set forth in this Section.
- F. **LIMITATION OF LIABILITY.** IN ADDITION TO THE GENERAL LIMITATION OF LIABILITY SET FORTH IN SECTION 12.1.9 OF THIS TARIFF, NEITHER THE COMPANY, ITS AFFILIATES, SUBSIDIARIES, OFFICERS OR EMPLOYEES SHALL BE LIABLE TO CUSTOMER, SUBSCRIBER OR ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, DAMAGES OR LIABILITIES, INCLUDING DAMAGE TO GOOD WILL, ECONOMIC LOSS, LOST PROFITS, OR OTHERWISE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), WHETHER FORESEEN OR FORESEEABLE, ARISING FROM THE COMPANY'S PROVISION OR FAILURE TO PROVIDE 911 SERVICES.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 12 - LOCAL INTERCONNECTION SERVICE (CONT'D)

12.1. LOCAL INTERCONNECTION SERVICE (Cont'd)

12.1.9. LIMITATION OF LIABILITY

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, or use of these services or (2) the failure to furnish its service, whether caused by acts or omissions, shall be limited to the extension of allowances to the Customer for the amount of the cost of service during the outage.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 12.1.9.A, the Company shall not be liable to a Customer or Subscriber or any third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service, except for willful neglect or willful misconduct.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D. The Company shall not be liable for any claims for loss or damages involving:
 - (1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen.
 - (2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, fiber cuts, criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - (3) Any unlawful or unauthorized use of the Company's facilities and services;

LOCAL EXCHANGE SERVICES TARIFF

SECTION 12 - LOCAL INTERCONNECTION SERVICE (CONT'D)

12.1. LOCAL INTERCONNECTION SERVICE (Cont'd)

12.1.9 Limitation of Liability (Cont'd)

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

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

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

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

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

(9) Any non-completion of calls due to network busy conditions;

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

LOCAL EXCHANGE SERVICES TARIFF

SECTION 12 - LOCAL INTERCONNECTION SERVICE (CONT'D)

12.1. LOCAL INTERCONNECTION SERVICE (Cont'd)

12.1.9 LIMITATION OF LIABILITY (Cont'd)

- E. The Company shall not be liable, for any claims, loss, demands, suits, expense, or other action or any liability whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to 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.
- F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall not be liable for any claims, loss, demands, suits, or other action, or any liability whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- G. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for other facilities provided by other entities used for service to the Customer. Such facilities are provided subject to such degree of protection or non-preemption as may be provided by the other entities.
- H. The Customer will indemnify and hold harmless the Company against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any intentional or negligent act or omission of the Customer with respect to the services purchased under this Tariff, including the acts or omission of any subcontractor or any direct or indirect employees of a subcontractor of the Customer.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 12 - LOCAL INTERCONNECTION SERVICE (CONT'D)

12.1. LOCAL INTERCONNECTION SERVICE (Cont'd)

12.1.9 LIMITATION OF LIABILITY (Cont'd)

- I. The Customer will indemnify and hold harmless the Company against any and all liability, claims, suits, losses, costs and legal fees with regard to infringement of patents, trade secrets or copyrights arising from or in connection with Customer-provided facilities or services.
- J. 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.

12.1.10. DIRECTORY LISTINGS

- A. The Company will provide the Customer with Primary, Non-Published and Non-Listed Directory Services (as those services are described earlier in this tariff) upon request.
- B. The Company's liability, if any, for its gross negligence or willful misconduct in the provision of Directory Services is not limited by this Tariff. In the absence of gross negligence or willful misconduct with respect to any claim or suit brought by (or other legal remedies available to) the Customer for damages associated with Directory Services, the Company's liability, if any, shall not exceed the monthly charges, if any, for the impacted Directory Services for the affected period.
- C. The Company is not liable for damages arising from errors or omissions in the making up or printing of directories or in accepting listings as presented by the Customer.

12.1.11. SERVICE TERRITORIES

Service is offered subject to the availability of suitable facilities within the Company's service territory.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 12 - LOCAL INTERCONNECTION SERVICE (CONT'D)

12.1. LOCAL INTERCONNECTION SERVICE (Cont'd)

12.1.12. DESCRIPTION OF RATES AND CHARGES

- A. Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company's service area(s). To limit the real potential for stranded investment, recurring and nonrecurring charges for Customer-determined service configurations 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 service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis.
- B. Charges for service are exclusive of taxes. Except for taxes that the Company must remit directly based on the Company's income, the Customer will be responsible for all taxes that arise in any jurisdiction, including value added, consumption, sales, use, gross receipts, foreign withholding (which will be grossed up) excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges imposed on or incident to the provision, sale or use of service (whether imposed on the Company or any affiliate of the Company). Such charges may be shown on invoices as cost recovery fees. The Customer may present the Company a valid exemption certificate and the Company will give effect thereto prospectively.
- C. Rates for International services associated with LIS are included in the Company's materials posted on the Company's website at <http://www.suddenlink.com/telephone/international.php>.
- D. Add or Change Charge – The customer will be assessed a charge, on an ICB basis, for any add or change of a Company service as defined below.

Add – The addition of service(s) to existing equipment and/or service(s) at one location.

Change – The rearrangement or reclassification of existing service at the same location.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 12 - LOCAL INTERCONNECTION SERVICE (CONT'D)

12.1. LOCAL INTERCONNECTION SERVICE (Cont'd)

12.1.13. RATES AND CHARGES

**NONRECURRING
CHARGE**

1. Local Interconnection Service

\$10,000

MONTHLY RATE

2. Local Interconnection Port
Per-T-1
All Other Bandwidths

\$1,200
\$5,000 (per port)

3. Local Interconnection Service [1]

\$50,000

[1] The monthly rate for LIS is a function of a combination of market-specific cost considerations as well as customer-determined factors including service capacity, length of contract term, optional features, and maintenance and security considerations. The rates listed above are maximum rates, and the Company and customers may agree to lesser rates, where mutually agreed upon.