PART II - LONG DISTANCE

SECTION 2 - REGULATIONS

2.1 Undertaking of Carrier (T)

2.1.1 Service is furnished for telecommunication services originating and terminating within the state under the terms and conditions of this Tariff.

2.1.2 Carrier shall operate and maintain service provided hereunder in accordance with the terms and conditions set forth in this Tariff.

2.1.3 Service is available 24 hours per day, seven days per week.

2.2 Limitations on Service

2.2.1 Service is offered subject to the availability of the necessary facilities and subject to the provisions of this Tariff. The obligation of Carrier to provide service is dependent upon its ability to procure, construct, and maintain facilities which are required to meet Customer's order for service. Carrier will make all reasonable efforts to secure the necessary facilities, providing such new service will not adversely affect Carrier's present services. (T) (T)

2.2.2 Carrier reserves the right to discontinue furnishing service, or to limit the use of service, when necessitated by conditions beyond its control, when Customer is using service in violation of the law or in violation of the provisions of this Tariff, or for non-payment of billed charges by Customer.

2.2.3 Service provided under this Tariff is directly controlled by Carrier, and Customer may not transfer or assign the use of service, except with the consent of Carrier. In the event of such agreed to transfer or assignment, all regulations and conditions contained in this Tariff, as well as all conditions for service, shall apply to the assignee(s) or transferee(s).

2.2.4 Service may not be used for any unlawful purpose.

2.2.5 Company does not offer to process local emergency calls, "911" or "0-" calls. Except for provision of automated Operator service to correctional institutions, such calls are routed directly to the service local exchange carrier. In the event that an emergency call is processed for any reason, no charges will apply if placed to recognizable, authorized civil authorities.

2.2.6 Service provided to correctional institutions for use by inmates may be otherwise limited by the administration of the institution at its discretion.

PART II - LONG DISTANCE

SECTION 2 - REGULATIONS (Continued)

2.3 Liability of Carrier (T)

2.3.1 Except as stated in this Section, Carrier shall have no liability for damages, including without limitation direct, consequential, special, incidental or indirect damages, arising out of or related to events, acts, rights or privileges contemplated in this Tariff. This Tariff does not limit the liability of Carrier for willful misconduct.

2.3.2 The liability of Carrier for damages arising out of mistakes, interruptions, omissions, delays, errors or defects occurring in the course of establishing, furnishing, rearranging, changing, or terminating service under this Tariff, and not caused by the failure or negligence of Customer, shall in no event exceed the amounts specified in this Tariff for service interruptions. No other liability in any event shall attach to Carrier.

2.3.3 Carrier shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to acts of God, fire, flood or other catastrophes; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over Carrier, or of any or more of said governments, or of any civil or military authority; national emergencies, insurrections, riots, wars or labor difficulties. (T) (T)

2.3.4 Carrier shall not be liable for any act or omission of any other entity furnishing to Customer equipment, facilities or service used with the service furnished in this Tariff; nor shall Carrier be liable for any damages or losses due to the failure or negligence of Customer or due to the failure of customer-provided equipment or facilities. (T)

2.3.5 Carrier shall not be liable for any damages, including usage charges, Customer may incur as a result of the unauthorized use or the misuse of the service. This unauthorized use or misuse includes, but is not limited to, the unauthorized use or misuse of service by Customer's employees, third parties, or the public. Carrier does not warrant or guarantee that it can prevent unauthorized use or misuse. (T)

2.3.6 Carrier shall not be liable for any act or omission of any other entity furnishing to Customer equipment, facilities or service used with the service furnished in this Tariff; nor shall Carrier be liable for any damages or losses due to the failure or negligence of Customer for due to the failure of customer-provided equipment or facilities.

PART II - LONG DISTANCE

SECTION 2 - REGULATIONS (Continued)

2.3 Liability of Carrier (Continued) (T)

2.3.7 Carrier shall not be liable for any act or omission of any other entity furnishing facilities or service to Carrier, which are necessary for the provision of service under this Tariff.

2.3.8 Carrier is not liable for unavoidable damages to the subscriber's premise resulting from attachment of its equipment and associated wiring on such premises, or from the installation or removal thereof. Customer shall indemnify and save harmless Carrier (T) from any claims of the owner of Customer's premises or other third party claims for (T) such damages.

2.4 Claims

Carrier shall be indemnified and saved harmless by Customer from and against all loss, liability, (T) damage and expense, including reasonable counsel fees, due to (A) claims for libel, slander invasion of privacy, or infringement of copyright in connection with the material transmitted over Carrier's service or facilities; (B) claims for infringement of patent arising from the combination, connection or use of Carrier's equipment, facilities or service with customer-provided equipment, facilities or services; and (C) any other claim resulting from any act or omission of Customer or patron(s) of Customer relating to the use of Carrier's service or facilities.

PART II - LONG DISTANCE

SECTION 2 - REGULATIONS (Continued)

2.5 Discontinuance or Interruption of Service by Carrier

Carrier may under the following conditions discontinue or interrupt Service provided by Carrier.

2.5.1 For noncompliance with or violation of any applicable State, Municipal or Federal law, ordinance or regulation or noncompliance with or violation of any Commission regulation.

2.5.2 For noncompliance with any of the provisions of this tariff governing Service.

2.5.3 In the event of Customer's use of Service in such a manner as to adversely affect Carrier's equipment or Service to others.

2.5.4 In the event of unauthorized or fraudulent use of Service.

2.5.5 By reason of any order or decision of a court or other government authority having jurisdiction that prohibits Carrier from furnishing Service to Customer.

2.5.6 In order to perform tests and inspections necessary to insure compliance with tariff regulations or the proper installation, operation, and maintenance of Carrier's equipment and facilities.

2.5.7 Carrier may suspend service without notice if it deems such action necessary to protect the public, Carrier personnel, agents, suppliers, facilities or services from damages or injury of any kind. Carrier may suspend service after notice to subscriber of noncompliance with any provision of this tariff if such noncompliance is not corrected within thirty days following the receipt of notice.

2.5.8 Carrier may, upon written notice, immediately discontinue service for non-payment of any sum due the Carrier for more than 30 days beyond the rendition of the bill for such service, without incurring any liability.

2.6 Cancellation or Termination of Service by Customer

2.6.1 Customer may, at its option, cancel or terminate the use of Service at any time. Customer remains responsible for all billed charges.

2.6.2 Customer may, upon 30 days written notice to Carrier, cancel or terminate the use of Private Line Service at any time following any applicable minimum service requirement. Customer remains liable for all billed charges through the termination date.

2.7 Restoration of Service

The use and restoration of Service shall in all cases be in accordance with the priority system specified in Part 64, Subpart D, of the Rules and Regulations of the Federal Communications Commission.

PART II - LONG DISTANCE

SECTION 2 - REGULATIONS (Continued)

2.8 Payment and Billing

2.8.1 Customer is responsible for payment of all charges for services furnished, including charges for Service originated or charges accepted at Customer's station and for charges billed Customer for Calling Card messages. Upon nonpayment of any sum due or upon a violation of any of the conditions governing the furnishing of service, Carrier may discontinue furnishing said service without incurring any liability.

2.8.2 If notice from Customer of a dispute as to charges is not reported to a customer service representative or received in writing by Carrier within 30 days after the date the charges are billed, the billing will be considered correct. Carrier shall investigate all disputed charges and shall report its findings and disposition to Customer.

2.8.3 The charges for calls are due upon receipt of the bill.

2.8.4 Monthly Charges

A. Monthly charges may be billed a month in advance of service or in the current month and reflect the rates in effect as of the date of the invoice. A Customer's invoice may contain charges from previous periods for service provided from the date of installation through the current invoice period or to reflect changes in rates.

B. Monthly charges for all access service components billed by the Carrier are billed in advance of service and reflect the rates in effect as of the date of the invoice. A Customer's first invoice may contain charges from previous periods for service provided from the date of installation through the current invoice period.

C. For the purpose of computing partial month charges, a month is considered to consist of thirty days.

2.8.5 Customer shall be responsible for the payment of all charges for service provided under this Tariff, including unauthorized charges placed from its equipment. Customer shall be responsible for the payment of all excise, sales, use or other similar taxes that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this Tariff.

2.8.6 Carrier requires a minimum service commitment of 90 days for DS-0 and DS-1 services, unless specified otherwise. For DS-3 service, a minimum service commitment of one year is required. For Large Business Voice Service, a minimum service commitment of one year is required.

PART II - LONG DISTANCE

SECTION 2 - REGULATIONS (Continued)

2.9 Deposits

2.9.1 General

Carrier may require a Customer without an established credit history to pay a sum up to an amount equal to twice the estimated average monthly charge for LDMTS usage as a deposit. Such deposit will be held as a guarantee of the payment of charges provided for herein. The fact that a deposit has been made in no way relieves the Customer from complying with the requirement for prompt payment of bills on presentation. At such time as the Service is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. Such a deposit may be refunded or credited to the Customer at any time prior to termination of the Service at the option of Carrier.

2.9.2 Credit Limits/Toll Usage Limits

When a customer's credit history is not known, Carrier may perform a credit assessment. Carrier may set toll usage limitations on applicants for service and existing customers whose financial condition cannot be verified or is otherwise unacceptable to Carrier. Any required deposit or toll usage limits may be increased or decreased by Carrier as it deems appropriate in light of changing conditions.

2.10 Taxes - General

Federal, state and local sales, use, excise and other taxes, where applicable, shall be added to the charges contained herein, unless Customer provides a properly executed certificate of exemption from such taxes. It shall be the responsibility of Customer to pay these taxes and to accept the liability of any such unpaid taxes that may become applicable.

PART II - LONG DISTANCE

SECTION 2 - REGULATIONS (Continued)

2.11 Credit Allowances for Interruptions of Service

2.11.1 Application - General

A credit allowance is applicable to that duration of a call which is interrupted due to poor transmission (e.g., noisy circuit condition), one-way transmission (one party is unable to hear the other), or involuntary disconnection (cut-off) of the call caused by components of Carrier's equipment. Customer may also be granted credit for reaching a wrong number.

To receive the proper credit, Customer must notify Carrier within 30 days of the call and furnish the called number, the trouble experienced (e.g., cut-off, noisy circuit, reached wrong number, etc.), the class of call, and the approximate time the call was placed. Customer will receive credit equivalent to one minute of use. Charges will apply to the re-established call.

Credit allowances for a call do not apply for interruptions that are due to the failure of power, equipment or systems not provided by Carrier.

2.11.2 Private Line Service

Customer will receive a credit for downtime of greater than 30 minutes. Network downtime is calculated in minutes, and subtracted from total monthly minutes. Monthly minutes are determined by multiplying the number of days in a month by 1,440. Network downtime is defined as the number of minutes from a Customer reported outage, not determined to be the fault of the Customer, until Customer accepted cleared outage report. The percentage figure obtained by dividing the number of minutes of total network availability by the total monthly minutes is used to determine monthly network availability.

2.11.3 Frame Relay Service (N)

Customer will receive a credit for downtime greater than 30 minutes for Frame Relay Service. Network downtime is calculated in minutes and subtracted from total monthly minutes. Monthly minutes are determined by multiplying the number of days in a month by 1,440. Network downtime is defined as the number of minutes from Customer reported outage, not determined to be the fault of Customer, until Customer accepted cleared outage report. The percentage figure obtained by dividing the number of minutes of total network availability by the total monthly minutes is used to determine monthly network availability. (N)

Material omitted from this page now appears on Page 48.

PART II - LONG DISTANCE

SECTION 2 - REGULATIONS (Continued)

2.12 LDMTS Rates Applicable for Hearing or Speech Impaired Persons (M)

2.12.1 Application

Persons who have been certified in writing by a licensed physician, audiologist, speech pathologist, or appropriate state or federal agency as having a hearing or speech impairment which precludes oral communications and who have and use a telecommunications device for visual communications, will receive a rate adjustment on Direct Dialed Station-to-Station calls which do not require the intervention of an Operator.

2.12.2 Rate Adjustment

The adjustment applied to rates will be as follows:

A. Calls placed during the peak period will be charged at the off-peak period rate. (M)

2.12.3 Certification

Carrier will provide a certification form for use by the applicant.

A written certification of applicant's speech or hearing impairment must be provided to Carrier at the address shown on the bill.

2.12.4 Limitations

Off peak rates are provided for use by the speech or hearing impaired Customer. It is only applicable to LDMTS charges for calls originated from and billed to the telephone exchange service of the residence of the certified speech or hearing impaired person. These rates are applicable to only one telephone line per residence.

2.12.5 Pay Telephone Calls

Calls originating at a public or semi-public pay telephone, charged to a calling card and processed through the Telecommunications Relay Service (TRS) shall be charged at rates consistent with FCC ordered guidelines.

Material appearing on this page previously appeared on Page 47.
Material omitted from this page now appears on Page 48.1.

PART II - LONG DISTANCE

SECTION 2 - REGULATIONS (Continued)

2.13 Application for Service/Changed or Canceled Orders (M)

2.13.1 Carrier will charge for cancellation and change orders prior to the establishment of service. The amount of the charge will vary according to the status of the service order and the stage when cancellation occurred. In addition to any cancellation charge (M)
imposed by Carrier, Customer will also be responsible for any charges incurred by (T)
Carrier which are imposed by a local access service provider for cancellation of an (M)
access service order.

2.13.2 Customer may change an application for service upon written notice to Carrier, subject to acceptance and confirmation by Carrier. A charge shall apply to any change when the request is received by Carrier after notification by Carrier of the acceptance and confirmation. The charge will include the sum of the charges and costs incurred by Carrier for the service involved, including direct and indirect costs.

2.14 Termination Liability (M)

2.14.1 Private Line Service (N)

In the event of early termination of contract plans, and unless otherwise stated, (M)
Customer must pay a lump sum equal to 100% of the remaining discounted monthly (T)
rate for the unexpired portion of the first year of the agreement, plus 50% of the (M)
monthly discounted charges for the remainder of the term. Customer will not be liable for termination charges for a specified service if a new service of the same type, and of equal or greater charges, is ordered, and the order is received by Carrier, during the same calendar year in which the original service is discontinued by Customer, provided that the expiration date of the contract plan for the new service is on or after the expiration date of the terminated plan. In addition, no termination charge will be applied for a Customer converting from a specified service to a more advanced service provided that the expiration date for the contract plan for the new service is on or after the expiration date of the terminated plan, and the new service provides an equal or (M)
greater number of sites to be connected. Customer will also be liable for a pro-rata (C)
amount of any waived installation charges based on the number of months remaining in the term plan. (C)

Material appearing on this page previously appeared on Pages 48 and 49.

PART II - LONG DISTANCE

SECTION 2 - REGULATIONS (Continued)

2.14 Termination Liability (Continued)

2.14.2 Frame Relay Service (N)

Customers terminating service prior to fulfilling their term commitment will be assessed a termination liability in an amount equal to (a) 100% of the monthly recurring charge for each local access facility, port and Permanent Virtual Circuit (PVC) Service terminated multiplied by the number of months remaining in the first year of the term plan, plus (b) 50% of the monthly recurring charges for each circuit canceled multiplied by the number of months remaining in the term plan after the first year under this provision. Customer will not have any termination liability if another service of the same or greater monthly price and volume and a term no less than the remaining months of the term plan or one year, whichever is greater, is ordered at the same time the notice of termination is received. Customer will also be liable for a pro-rata amount of any waived installation charges based on the number of months remaining in the term plan. (N)

2.15 Obligations of Customer

2.15.1 Customer shall be responsible for the payment of all charges for service provided under this Tariff, and of payment of all excise, sales, use or other similar taxes that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this Tariff.

2.15.2 Customer shall notify Carrier of any interruption in service. Before giving notice, Customer shall ascertain that the trouble is not being caused by action or omission of the subscriber, not within his control or is not in wiring or equipment annexed to Carrier's terminal. (T) | (T)

2.15.3 Customer shall comply with minimum protective criteria, as may be prescribed by Carrier to protect equipment and facilities. (T)

2.15.4 Customer shall be responsible for ensuring the Customer-provided signals will not result in interference with any of the services provided by Carrier. All signals must be of the proper type, bandwidth and other technical parameters, so as not to damage Carrier's equipment or degrade service to other subscribers. It shall be the subscriber's responsibility to provide adequate electrical power, wiring and electrical outlets necessary for the proper operation of Carrier's equipment on their premise. (T) (T)

2.15.5 Equipment and facilities connected to those of Carrier shall be constructed, operated, and maintained by those providing the same so as to work satisfactorily with Carrier's service. Such equipment and facilities shall be suitable to avoid hazard or damage to Carrier's plant or of injury to Carrier's employees or to the public because of the character or location of such equipment or facilities and sources of power to which it is connected. (T) (T) (T)

Material omitted from this page now appears on Pages 48.1 and 50.

PART II - LONG DISTANCE

SECTION 2 - REGULATIONS (Continued)

2.15 Obligations of Customer (Continued)

2.15.6 Upon notice from Carrier that the equipment or facilities of Customer, or of others so authorized to be connected, is causing or is likely to cause hazard or interference, Customer, or others so authorized to be connected, shall make such changes as may be necessary to remove or prevent such hazard or interference. (T) (M) (T) (M)

2.15.7 Customer shall be liable for reimbursing Carrier for all loss or damage from theft, fire, flood, or other catastrophes, and negligence and willful acts of Customer's officers, employees, agents or contractors for Carrier provided equipment or facilities on Customer's premise. (T) (T)

2.15.8 Customer shall be responsible for obtaining all necessary permits, licenses, variances and other authorizations required by the state and local authorities for installation and operation of Customer provided equipment or facilities for connection with Carrier's equipment or facilities.

2.15.9 Customer shall make available entry to its premises for Carriers' employees, agents or contractors at any reasonable hour for the purpose of installing, inspecting, or repairing equipment or service, or, upon termination of service, removing Carrier's equipment. (T)

2.15.10 No Customer or authorized user may assign or delegate its responsibilities, duties, rights or obligations under this Tariff to any person, corporation, or other entity without the express, written approval of Carrier; provided, however, that Customer may, without Carrier's approval, assign or delegate such responsibilities, duties, rights, or obligations to any subsidiary or affiliated organization or to any successor organization.

2.15.11 Customer is responsible for fault trouble-shooting and isolation of premise equipment and transmission signals and quality. Customer shall be liable to Carrier for the payment of a service charge for trouble-shooting and fault isolation for costs resulting from Carrier identification of a Customer equipment malfunction that was reported by Customer as a service error, or fault, or where Customer's equipment malfunction created a degradation of network facilities or service regardless of who identifies the trouble. (T)

2.16 Mileage Calculation

2.16.1 Mileage between Carrier's POPs where services are offered is calculated based on V and H (V&H) coordinates as obtained by reference to NECA Tariff F.C.C. No. 4. Not all services are available from all POPs.

Material appearing on this page previously appeared on Page 49.

PART II - LONG DISTANCE

SECTION 2 - REGULATIONS (Continued)

2.16 Mileage Calculation (Continued)

2.16.2 The airline mileage between Carrier network terminal offices is calculated as follows.

A. Obtain the V and H coordinates for each POP.

B. Obtain the difference between the V coordinates and between the H coordinates for each POP.

C. Square each difference from B, above.

D. Add the square of the V difference to the square of the H difference from C, above.

E. Divide the sum of the squared numbers by 10. Round to the next higher whole number.

F. Obtain the square root of the number obtained in E, above. Round to the next higher whole number. This is the airline mileage figure.

G. Example:

	V	H
Abbeville, AL	7752	1993
Abernathy, TX	8546	4978

The difference between the V coordinates is 794.
The difference between the H coordinates is 2985.

Squaring each difference yields:
794 X 794 = 630,436
2985 X 2985 = 8,910,225

Adding the results equals 9,540,661.

Dividing by 10 equals 954,066.

The square root of 954,066 is 977, which is the mileage figure.

PART II - LONG DISTANCE

SECTION 2 - REGULATIONS (Continued)

2.17 Access Facilities

2.17.1 Carrier will offer access facilities to provide a communications channel from Customer's location to each Point-of-Presence (POP). Customers may elect to purchase the access facilities through Carrier or to provide or arrange for the facilities themselves.

2.17.2 Carrier will undertake to arrange for alternative access facilities when requested and ordered by Customer, subject to availability and approval by Carrier. At the discretion of Carrier, such alternative access facility arrangements may be utilized in lieu of local exchange company facilities. Alternative access facilities may vary in cost and will be charged on an individual case basis.

2.17.3 Any special construction or non-standard charges assessed by the access service provider to Carrier will be the responsibility of Customer.

2.18 Arizona Universal Service Fund Fee

Services provided pursuant to this Tariff are subject to an undiscountable monthly Arizona Universal Service Fund Fee, which is equal to 0.3418% of Customer's total billed intrastate retail long distance activity, including usage charges (e.g., 1+, calling card, toll-free) and operator services that can be identified as intrastate only. This percentage is established under the oversight of the Commission. (R)

The Arizona Universal Service Fund Fee will not be applied to any MRCs, NRCs, PICC or SLC fees.

The Arizona Universal Service Fund Fee is calculated before taxes and surcharges and after free minutes or any other Carrier promotional offers have been applied.

The Arizona Universal Service Fund Fee itself will be subject to all applicable state taxes.

2.19 Other Rules

2.19.1 For demonstration or promotional purposes, services offered to residential Customers may be provided on a temporary basis over telephone lines designated with a business class of service or installed in business locations.

2.19.2 Demonstration or promotional calls of up to 10 minutes may be offered to existing or prospective Customers to demonstrate new services, at no charge to Customer. Such offerings will be limited to specific locations and dates and may include originating and/or terminating restrictions.