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AFFILIATE OFFICES
MUMBAI, INDIA

May 14, 2007

VIA UPS

Julie P. Orchard
Commission Administrator
Utah Public Service Commission
Heber M. Wells Building
Fourth Floor
160 East 300 South
Salt Lake City, UT 84111

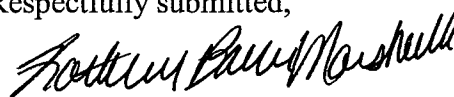
Re: Application of Affinity Network, Inc. d/b/a ANI Networks to Provide
Facilities-Based Wholesale Interexchange Telecommunications Services
Within the State of Utah

Dear Ms. Orchard:

Enclosed for filing please find one original and five (5) copies of the above-captioned Application. Please note that *Exhibit D* contains highly-proprietary and confidential financial statements, the disclosure of which could harm the Applicant. Accordingly, it is requested *Exhibit D* be filed under seal.

Please date stamp the duplicate of this filing and return in the self-addressed, postage pre-paid envelope. Thank you for your assistance in this matter.

Respectfully submitted,



Katherine E. Barker Marshall

**Before the
STATE OF UTAH
PUBLIC SERVICE COMMISSION**

Application of)
)
Affinity Network, Inc. d/b/a ANI Networks)
) **Docket No.** _____
for Authority to Provide)
Facilities-Based)
Interexchange Telecommunications)
Services in the State of Utah)

**APPLICATION OF
AFFINITY NETWORK, INC. D/B/A ANI NETWORKS**

Affinity Network, Inc. d/b/a ANI Networks (“Applicant”, “Company” or “ANI”), by its attorneys and pursuant to all relevant Rules and Regulations of the Utah Public Service Commission (“Commission”), respectfully requests that the Commission expand its a Certificate of Public Convenience and Necessity to provide resold interexchange telecommunications services to include facilities-based interexchange telecommunications services in the State of Utah. Applicant currently provides resale interexchange services within the State of Utah. In support thereof, Applicant provides the following information:

I. Identification of the Applicant

1. Applicant’s full name is Affinity Network, Inc. d/b/a ANI Networks and is headquartered at 4380 Boulder Highway, Las Vegas, NV 89121. Applicant’s principal officers, located at the same address, are:

Joe Kopyy - Chief Executive Officer and Chief Financial Officer

Gary Fry - President

Nate Brown - President and Chief Technology Officer

Shaun Moore - Vice President Sales and Marketing

Randy Lemmo - Vice President Wholesale Operations

George J. Cisler, Vice President Network Services

Asher Delug - Vice President Corporate Development

Raymond A. Perea - General Counsel

Stu Bivans – Chief Operating Officer

Darrell Overturf – Vice President of Billing Services

2. ANI was incorporated under California law on August 9, 1989. ANI shares common ownership with NOS Communications, Inc. and NOSVA Limited Partnership.

3. A copy of Applicant's Articles of Incorporation and the amendments thereto are appended hereto as *Exhibit A*. Applicant is qualified to conduct business within the State of Utah as a foreign corporation. A copy of the qualifying document is attached hereto as *Exhibit B*.

4. ANI is certified or registered to provide interexchange services in the following states: Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Vermont, Washington, West Virginia, Wyoming. Applications are pending in Alaska and Hawaii.

II. Designated Contacts

5. The designated contact for this application is:

Katherine E. Barker Marshall
KELLEY, DRYE AND WARREN, LLP
3050 K Street NW, Suite 400
Washington, D.C. 20007
Telephone: (202) 342-8519
Facsimile: (202) 342-8451

6. Copies of all correspondence, notices, inquiries and orders in relation to this Application also should be sent to the following person:

Jessica Renneker, Esq.
Director of Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121
Telephone: (702) 547-8485
Facsimile: (702) 942-5005

Copies of all correspondence, notice, inquiries and orders relating to consumer issues, billing issues, technical service quality issues, and customer complaint issues should be sent to:

Nazario Jureidini, Esq.
Director of Legal Resolutions
4380 Boulder Highway
Las Vegas, NV 89121
Telephone: 702-547- 8455
Facsimile: 702-933-1759

Copies of all correspondence, notice inquiries and orders relating to tariff or pricing issues should be sent to:

Jessica Renneker, Esq.
Director of Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121
Telephone: (702) 547-8485
Facsimile: (702) 942-5005

7. ANI's registered agent in Utah is:

Corporation Service Company
10 East South Temple Street, Suite 290
Salt Lake City, UT 84113

III. Description of Network and Authority Requested

8. By this Application, ANI seeks authority to provide wholesale interexchange telecommunications services, as a facilities-based interexchange carrier, to other carriers in the State of Utah. The Applicant plans to offer a suite of interexchange and long distance services on both a switched and a non-switched basis in order to serve as an underlying carrier to other carriers on an interstate and intrastate basis. Accordingly, ANI is requesting the Commission for certification to include facilities-based interexchange services.

9. Initially, Company intends offer its switched services via switches it has obtained outside of the State of Utah. In addition, ANI may provision transport facilities from other carriers to augment its own facilities. ANI does not currently intend to install its own facilities within the State of Utah, however may do so in the future should economic conditions permit.

10. With respect to geographic coverage area for its intended services, ANI requests authority to operate as a facilities-based interexchange carrier on a statewide basis.

11. ANI initially intends to provide its facilities-based interexchange telecommunications services to other carriers only, however, may in the future, utilize its own facilities to provide interexchange services to end users. ANI does not plan to offer local exchange services within the State of Utah at this time. If ANI's plans in this regard change, the Company will, of course, seek a local exchange certificate prior to offering local exchange services.

IV. Qualifications of the Applicant

12. As demonstrated below, ANI is well-qualified managerially, technically and financially to provide the competitive interexchange telecommunications services for which authority is requested in this Application.

13. Applicant's management team includes individuals with substantive experience in successfully developing and operating telecommunications business. Consequentially, the Company has the adequate internal technical resources to support its Utah operations. This expertise in the telecommunications industry makes Applicant's management team well-qualified to operate its interexchange operations in Utah. Specific details of the business and technical experience of ANI's officers and management personnel are attached as *Exhibit C*, which also contain biographies and a brief description of the business experiences of key management personnel who will be responsible for Applicant's telecommunications services in Utah and throughout the United States.

14. As is evident from the information contained in *Exhibit C*, Applicant is managed by persons with substantial technical expertise in operating telecommunications networks. This wealth of expertise will enable ANI to provide its interexchange customers with advanced, state-of-the-art technology, for its telecommunications services.

15. Applicant shares ownership with NOS Communications, Inc. and NOSVA Limited Partnership, and none of these companies are publicly owned. As such, none of these companies are required to publicly disclose their financial statements. Accordingly, Applicant's financial statements, which are consolidated with these companies, are included as *Exhibit D, under seal*.

16. Applicant will bill all of its customers directly. ANI does not intend to utilize a billing agent in issuing bills for services rendered to its carrier-customers or end users. Applicant will not use a "billing clearinghouse" or other outside entity to issue bills to its customers. All bills sent to ANI's customers will bear the Company's name and provide a toll-free number for customer inquiries and complaints.

17. ANI has a toll free number available for its customers to contact the Company with billing and service related issues: 1-877-264-7264.

18. Customers may contact the Company with billing related issues twenty four (24) hours a day, seven (7) days a week by using the toll free number provided in above.

19. A proposed Tariff, outlining ANI's wholesale interexchange service offerings is attached as *Exhibit E*.

V. Requested Regulatory Treatment

20. Applicant hereby agrees to abide by all applicable statutes and all applicable Orders, Rules, and regulations entered and adopted by the Commission. Additionally, as a competitive provider of telecommunications services in Utah, Applicant respectfully requests that it be subject to the same streamlined regulatory treatment applicable to other competitive carriers.

21. Applicant respectfully requests that this Petition be given expedited consideration.


VI. Public Interest

22. A decision by the Commission to grant Applicant authority to provide interexchange telecommunications services is in the public interest. Applicant is well qualified to operate as such a service provider in Utah. Consumers of telecommunications services, including other carriers, in Utah will receive the benefits of downward pressure on prices, increased choice, improved quality of service and customer responsiveness, innovative service offerings, and access to increasingly advanced telecommunications technology. The market incentives for new and existing providers of telecommunications services will be improved through an increase in the diversity of suppliers and competition within the local exchange and interexchange telecommunications market. Granting ANI's Application would enhance the development of competition in the interexchange markets and provide the consumers of Utah with all of the benefits described above.

WHEREFORE, Applicant respectfully requests that the Commission expand its current Certificate of Public Convenience and Necessity to include facilities-based interexchange telecommunications services in the State of Utah.

Respectfully submitted,

AFFINITY NETWORK, INC. D/B/A ANI NETWORKS

By: 

Danny Adams
Katherine E. Barker Marshall
KELLEY, DRYE AND WARREN, LLP
3050 K Street NW, Suite 400
Washington, D.C. 20007
Phone: (202) 342-8519
Fax: (202) 342-8451

Its Counsel

Dated: May 14, 2007

EXHIBIT A

ARTICLES OF INCORPORATION

State of California
Secretary of State

CERTIFICATE OF STATUS
DOMESTIC CORPORATION

I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That on the 9TH day of AUGUST, 1989, AFFINITY NETWORK INCORPORATED became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great Seal
of the State of California this day of
November 7, 2005.



A handwritten signature in cursive script, appearing to read "Bruce McPherson".

BRUCE McPHERSON
Secretary of State

EXHIBIT B

QUALIFICATION TO DO BUSINESS

08/21/98

--- STATE OF UTAH DEPARTMENT OF COMMERCE ---
--- CERTIFICATION OF CURRENT QUALIFICATION ---

11:34:53

THE UTAH DIVISION OF CORPORATIONS AND COMMERCIAL CODE HEREBY CERTIFIES THAT

AFFINITY NETWORK INCORPORATED

IS A CALIFORNIA CORPORATION IS QUALIFIED TO CONDUCT BUSINESS IN
THE STATE OF UTAH A CERTIFICATE OF QUALIFICATION WAS ISSUED FROM THIS OFFICE
ON 08-20-1998 AND SAID QUALIFICATION CURRENTLY APPEARS OF RECORD IN THE
OFFICES OF THE DIVISION.

FILE # 213283

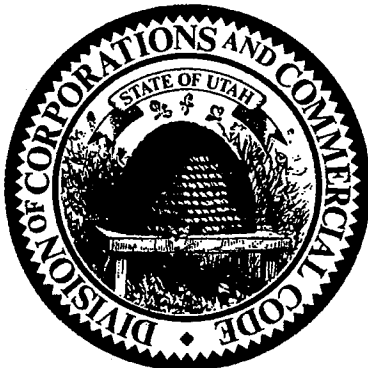
DATED THIS 21ST DAY
OF AUGUST, 1998

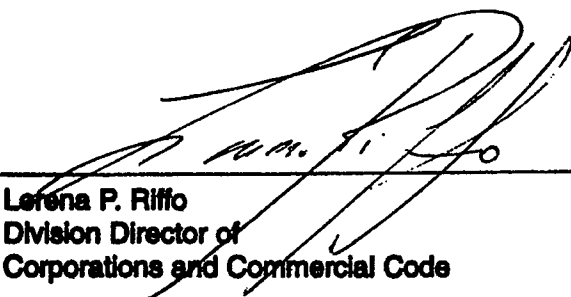
THIS CERTIFICATION IS NOT VALID
UNLESS PRINTED ON PAPER DISPLAYING
THE STATE SEAL AND THE
DIVISION SEAL IN GOLD AND THE
DIVISION DIRECTOR'S SIGNATURE.

NOTE ACCESS CERTIFICATION # 273385

CTL 48" EXIT

VR100 ONLINE = 19500: 8N14 [Home]-Menu 18 9 8 LF X




Lerena P. Rizzo
Division Director of
Corporations and Commercial Code



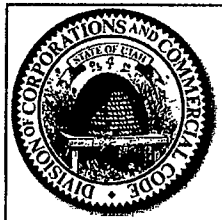
Francine Gianì
Executive Director
Department of Commerce

Jon M. Huntsman, Jr.
Governor
State of Utah

Kathy Berg
Director
Division of Corporations
& Commercial Code

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF CORPORATIONS & COMMERCIAL CODE
CERTIFICATE OF REGISTRATION

CORPORATON SERVICE COMPANY
ANI NETWORKS
10 E SOUTH TEMPLE, STE 290
SALT LAKE CITY UT 84133



State of Utah
Department of Commerce
Division of Corporations & Commercial Code

CERTIFICATE OF REGISTRATION

DBA

This certifies that **ANI NETWORKS** has been filed and approved on **August 25, 2005** and has been issued the registration number **5991921-0151** in the office of the Division and hereby issues this Certification thereof.

KATHY BERG
Division Director



State of Utah
DEPARTMENT OF COMMERCE
 Division of Corporations & Commercial Code
 Business Name Registration / DBA Application

EXPEDITE

Non-Refundable Processing Fee:
 New Filing \$22.00
 Applicant/Owner Transfer N/A

WARNING: The filing of this application and its approval by the Division of Corporations and Commercial Code does not authorize the use in the State of Utah of an assumed name in violation of the rights of another under federal, state, or common law (U.C.A. Section 42-2-5 Et seq.).

You may file this application in person or mail or fax to the Division of Corporations (please file in duplicate). If mailing, please include one set of address, a stamped envelope with appropriate postage, and a return address. The fee must be paid in full at the time of filing. Payment may be made by check or cash.

If adding or moving an Applicant/Owner, which will affect its status as a General Partnership or Sole Proprietorship, you must submit a Registration Information Change Form.

If you want a new name (adding or changing the existing name), a new DBA filing is required.

BUSINESS INFORMATION	
Requested Business Name:	ANI Networks
Business Purpose:	To provide Integrated Telecommunications Services
Business Address:	3660 Wilshire Boulevard City: Los Angeles State: CA Zip: 90010
Registered Agent:	Corporation Service Company Signature: <i>[Signature]</i>
Registered Address: Utah Street Address Required, PO Boxes can be listed on the line below the Street Address	Gateway Tower East, Suite 290 10 East South Temple City: Salt Lake City State: UT Zip: 84133

INFORMATION ABOUT YOU THE APPLICANT/OWNER

If the applicant/owner is a business, the business entity must be in good standing and incorporated, registered or qualified in the state of Utah. If, when transferring ownership, a letter of transfer must be attached.

APPLICANT/OWNER INFORMATION	
Is the applicant/owner a registered business in the state of Utah?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Entity Number: 1420959-0143
	Name: Affinity Network Incorporated Address: 3660 Wilshire Boulevard City: Los Angeles State: CA Zip: 90010 Signature: <i>[Signature]</i>
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Signature: _____

IF NEEDED, YOU MAY USE AN ATTACHED SHEET FOR ADDITIONAL APPLICANTS

Under GRAMA (63-2-201), all registration information maintained by the Division is classified as public record. For confidentiality purposes, the business entity physical address may be provided rather than the residential or private address of any individual affiliated with the entity.

Mail In: PO Box 146705
 Salt Lake City, UT 84114-6705
 Walk In: 160 East 300 South, Main Floor
 Information Center: (801) 530-4849
 Toll Free: (877) 526-3994 (within Utah)
 Fax: (801) 530-5438
 Web Site: <http://www.commerce.utah.gov>

Date: 08/25/2005
 Receipt Number: 1560665
 Amount Paid: \$97.00

08-25-05P02:13 RCVD

EXHIBIT C

MANAGEMENT BIOGRAPHIES

Joe Koppy - Chief Executive Officer and Chief Financial Officer

Mr. Koppy joined ANI Networks in 1995 as CFO and quickly achieved the title of CEO there after. His responsibilities include; developing the Company's business strategies, negotiating key contractual arrangements, overall financial/treasury functions, and the oversight of all internal departments. Prior to joining ANI Networks, Mr. Koppy spent seven years with Price Waterhouse and four years with IDB WorldCom. Mr. Koppy graduated from Washington State University with a Bachelor of Arts in Accounting and Finance.

Gary Fry - President

Mr. Fry joined ANI Networks in 2001 with the responsibility of implementing the company's new initiatives; including the development of network infrastructure, vendor agreements and wholesale sales and marketing. Fifteen years prior to joining ANI Networks, he held various executive management positions in sales, marketing and business development for MCI (Wiltel), Cable & Wireless and Pacific Gateway Exchange. Mr. Fry is a graduate of West Virginia University where he earned a Bachelor of Science degree.

Nate Brown - President and Chief Technology Officer

A 12-year veteran of the ANI Networks, Mr. Brown joined the organization in 1993 after two years of providing his services as an application development consultant. Mr. Brown has been the driving force behind the modernization of ANI Network's internal infrastructure, with an emphasis on clarity, timeliness and accuracy of information through in depth systems reporting. He also oversees ANI Network's internal Information Technology functions and LAN/WAN administration. Mr. Brown is a 1989 graduate of Virginia Tech.

Shaun Moore - Vice President Sales and Marketing

With over 11 years experience in wholesale sales, marketing and product development, Mr. Moore joined ANI Networks in September 2005. Mr. Moore's responsibilities include not only Product Development and Marketing, but oversight of all Sales activities and processes. Before Joining ANI Networks, Mr. Moore spent the previous 3 years as a wholesale telecom operations and marketing consultant working with some of the largest telecom Resellers and Carriers in the country. Prior to that he held various sales, marketing and development positions with the original Wiltel, WorldCom, Pacific Gateway Exchange and most recently Global Crossing. Mr. Moore has a Bachelor of Science Degree in History and a Bachelor of Arts Degree in Art History; both from Sonoma State University, California.

Randy Lemmo - Vice President Wholesale Operations

Mr. Lemmo joined the ANI Networks team in October of 2005, and is responsible for the day to day operations of our Wholesale Division to include Customer Support, Sales Support and Toll Free SMS Maintenance. With over 15 years in the telecommunications industry working with facilities based carriers, agents and resellers; Mr. Lemmo's hands-on knowledge provides a good

basis for sales and operational support within the organization. Mr. Lemmo has a Bachelor of Science Degree in Communications from Ohio University, with a Corallary Degree in Interpersonal Communications and Management.

George J. Cisler, Vice President Network Services

Mr. Cisler joined ANI Networks in July 2003 after 8 months of contribution as a consulting engineer. Today, his responsibilities include the operation of the company's International Long Distance Network including all network interconnection facilities, enhanced service platforms and the operation of the Network Operations Center in El Segundo California. Prior to joining ANI Networks, Mr. Cisler held executive positions with Cypress Communications, MTS Communications, ARUS Corporation, Leeway Recording Studios, C&R Electronics and TAG Consulting in the past 28 years. He is a graduate of the State University of New York with a degree in Electrical Engineering and attended Syracuse University for Broadcasting.

Asher Delug - Vice President Corporate Development

Mr. Delug joined ANI Networks in 2005 and is responsible for developing corporate strategy including defining new products, setting pricing and managing access costs. Prior to joining ANI Networks, Mr. Delug performed financial analysis of options trading at the Chicago Board of Options Exchange. Previously, Mr. Delug held various positions in Telecommunications. Mr. Delug attended Columbia University.

Raymond A. Perea - General Counsel

Raymond Perea joined ANI in June of 1999 as Staff Counsel and has also served as the company's Executive Director of Compliance. Mr. Perea currently serves as General Counsel. He is chief legal advisor of the company and oversees its legal staff responsible for all aspects of ANI's legal affairs throughout the country and abroad. Mr. Perea is a native of California and is a member of the California State Bar. Mr. Perea received a Bachelor of Arts degree with honors from California State University. He received a Jurist Doctorate from Gonzaga University in Spokane, Washington.

Stu Bivans – Chief Operating Officer

Mr. Bivans came to ANI in Sept of 1999 and serves as Chief Operating Officer. Mr. Bivans is responsible for the day to day operations of the company and reports to the CEO and owners. More specifically, Mr. Bivans' responsibilities include existing customer support, implementation of new initiatives, and quality control of products. Prior to joining ANI, Mr. Bivans spent 12 years as President and CEO of a Maryland based Corporation which owned and operated numerous franchise service operations. Mr. Bivans attended the University of Maryland, College Park.

Darrell Overturf – Vice President of Billing Services

Mr. Overturf has been with ANI Networks since 1998. His Current areas of responsibility include overseeing invoice processing for all customer call record information, maintenance of all customer specific data, and call volume trending. Darrell has 11 years of experience in the telecommunications industry at all levels of processing and management. Darrell holds a Bachelor of Science in Electrical Engineering from the University of Oklahoma and a Bachelor of Science in Information Technology from the University of Phoenix.

EXHIBIT D

**FINANCIAL STATEMENTS
CONFIDENTIAL AND PROPRIETARY
FILED UNDER SEAL**

EXHIBIT E

PROPOSED TARIFF

UTAH TELECOMMUNICATIONS TARIFF

OF

AFFINITY NETWORK INCORPORATED

d/b/a ANI Networks

4380 Boulder Highway
Las Vegas, NV 89121

INTEREXCHANGE WHOLESALE TELECOMMUNICATIONS SERVICES

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of wholesale interexchange telecommunications services provided by Affinity Network Incorporated within the State of Utah. This Tariff is on file with the Public Service Commission. Copies may be inspected during normal business hours at Company's principal place of business, 4380 Boulder Highway, Las Vegas, NV 89121.

Issued: _____

Effective Date: _____

Issued By:

Joseph Kopyy
Chief Executive Officer
Affinity Network Incorporated
4380 Boulder Highway
Las Vegas, NV 89121

CHECK SHEET

The Title Sheet and Sheets 1 through 45 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Revised sheets as named below contain all changes from the original filing that are in effect on the date listed.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
Title	Original	28	Original
1	Original	29	Original
2	Original	30	Original
3	Original	31	Original
4	Original	32	Original
5	Original	33	Original
6	Original	34	Original
7	Original	35	Original
8	Original	36	Original
9	Original	37	Original
10	Original	38	Original
11	Original	39	Original
12	Original	40	Original
13	Original	41	Original
14	Original	42	Original
15	Original	43	Original
16	Original	44	Original
17	Original	45	Original
18	Original	46	Original
19	Original	47	Original
20	Original	48	Original
21	Original	49	Original
22	Original	50	Original
23	Original	51	Original
24	Original	52	Original
25	Original	53	Original
26	Original	54	Original
27	Original	55	Original

Issued: _____

Effective Date: _____

Issued By:

Joseph Kopyy
Chief Executive Officer
Affinity Network Incorporated
4380 Boulder Highway
Las Vegas, NV 89121

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Issued: _____

Effective Date: _____

Issued By:

Joseph Kopyy
Chief Executive Officer
Affinity Network Incorporated
4380 Boulder Highway
Las Vegas, NV 89121

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Issued: _____

Effective Date: _____

Issued By:

Joseph Koppy
Chief Executive Officer
Affinity Network Incorporated
4380 Boulder Highway
Las Vegas, NV 89121

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

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

Issued: _____
Issued By: _____

Effective Date: _____

Joseph Koppy
Chief Executive Officer
Affinity Network Incorporated
4380 Boulder Highway
Las Vegas, NV 89121

TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the Sheet. Sheets are numbered sequentially. However, occasionally, when a new Sheet is added between Sheets already in effect, a decimal is added. For example, a new Sheet added between Sheets 14 and 15 would be 14.1.

- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each Sheet. These numbers are used to determine the most current Sheet version on file with the Public Service Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Public Service Commission follows in its tariff approval process, the most current Sheet number on file with the Public Service Commission is not always the Sheet in effect. Consult the Check Sheet for the Sheet currently in effect.

- C. **Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
 - 2.
 - 2.1.
 - 2.1.1
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).

- D. **Check Sheets** - When a tariff filing is made with the Public Service Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the Sheets contained in the tariff with a cross-reference to the current revision number. When new Sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this Sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some Sheets). The tariff user should refer to the latest Check Sheet to find if a particular Sheet is the most current on file with the Public Service Commission.

Issued: _____
Issued By: _____

Effective Date: _____

Joseph Koppy
Chief Executive Officer
Affinity Network Incorporated
4380 Boulder Highway
Las Vegas, NV 89121

APPLICATION OF TARIFF

- A. This Tariff schedule sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of wholesale interexchange telecommunications Services offered by Affinity Network Incorporated (“Company”) to Customers located within the State of Public Service Commission.
- B. The rates and regulations contained in this Tariff apply only to the intrastate telecommunications Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or the services provided by a Local Exchange Carrier or other common Carrier for use in accessing the Services of Company. This Tariff does not cover any information service or other unregulated service offered by Company. Company will offer any information or other unregulated service in accordance with Company’s current price list or contract, whichever applies to the particular customer.
- C. Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.
- D. The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Public Service Commission.
- E. This Tariff will be maintained and made available for inspection by any Customer at Company’s principal business office at 4380 Boulder Highway, Las Vegas, NV 89121.

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Affinity Network Incorporated
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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this Tariff for Services of Company are defined below.

Authorized User:

A person, firm, corporation or other entity that either is authorized by the Customer to use Service or is placed in a position by the Customer, either through acts or omissions, to use Service.

Automatic Number Identification ("ANI"):

Automatic Number Identification is the transmission of the originating party's billing number. This service requires the Customer to have a trunk side connection.

Call Detail Record ("CDR"):

Call Detail Record is a record of traffic generated by an End User, used to bill a Customer or End User, as applicable, for services provided by the Company.

Called Station:

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

Carrier:

A company authorized by the Utah Public Service Commission to provide telecommunications services.

Carrier Identification Code ("CIC"):

The code used by an End User to access the interexchange carrier of the End User, which may be preceded by the suffix "101".

Channel:

A communications path between two or more points of termination.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Commission:

Utah Public Service Commission.

Company:

Affinity Network Incorporated.

Customer:

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

Customer Premises:

A location(s) designated by the Customer for the purposes of connecting to Company's Services.

Customer Premises Equipment (CPE):

Equipment located at the Customer's Premises for use with Company's Services.

Dual Tone Multifrequency (DTMF):

Tone signaling, also known as touch tone signaling.

End User:

Any individual, association, corporation, government agency, or entity other than another carrier that subscribes to receive telecommunications services and does not resell these services to others.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Facility:

Includes, in the aggregate or otherwise, but is not limited to, the following:

channels	lines
apparatus	devices
equipment	accessories
communications paths	systems

which are provided by Company and utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.

Force Majeure:

Causes beyond Company's control, including but not limited to: acts of God, fire, flood explosion, acts of terrorism, or other catastrophes; any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection, riots, wars, unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, cable or fiber cut, acts of a third party, or other labor difficulties.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Interexchange Service:

The portion of Service between a Company designated Point-of-Presence in one exchange and a Company designated Point-of-Presence in another exchange.

LATA:

Local Access and Transport Area . A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Exchange Carrier:

A company which furnishes local exchange telecommunications service.

Primary Interexchange Carrier ("PIC"):

An interexchange carrier presubscribed to by an End User.

Premises:

A building or buildings or contiguous property, not separated by a public highway or right-of-way.

RBOC:

One of the four regional legacy Bell Operating Companies, AT&T, BellSouth, Qwest or Verizon.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Service(s):

The interexchange telecommunications Services that Company offers pursuant to this Tariff.

Virtual Feature Group ("VFG"):

Also known as Classic Switched Toll Service, assists facilities based Carrier Customers offer interexchange services to End Users.

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SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF COMPANY

- 2.1.1. Company undertakes to provide Services subject to the terms and conditions of this Tariff.
- 2.1.2. Company's Services are furnished for telecommunications originating and terminating in any area within the State of Utah.
- 2.1.3. Company offers Services to Customers for the transmission and reception of voice, data, and other types of communications.
- 2.1.4. Company does not transmit messages pursuant to this Tariff, but its Services may be used for that purpose.
- 2.1.5. Company's Services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.6. Company may, at Company's sole discretion, elect to employ third parties to perform any of its obligations under this Tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.2. CUSTOMER'S USE OF SERVICE

- 2.2.1. Service may be used for any lawful purpose consistent with this Tariff and with the transmission and switching parameters of the telecommunications facilities utilized in the provision of Services.
- 2.2.2. Equipment Company provides or installs at the Customer's premises for use in connection with the Services Company offers may not be used for any other purpose other than for which Company provided it. Customer may not, and may not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the Services or equipment installed by Company or Company's agent, except upon the consent of Company.
- 2.2.3. The Services Company offers may not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by Customer with respect thereto.
- 2.2.4. Resellers and rebillers of Company's service must be certified as Interexchange Carriers.
- 2.2.5. Service may not be used in any manner, which interferes with other persons in the use of their Service, prevents other persons from using their Service, otherwise impairs the quality of Service to other Customers, or impairs the privacy of any communications over any Service provided by Company. Company may require a Customer to shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.6. Service may not be used in any manner so as to annoy, abuse, threaten, or harass other persons.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.2. CUSTOMER'S USE OF SERVICE, Continued

2.2.7. The use of Company's Services either without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

2.2.8. The Customer obtains no property right or interest in the use of any specific type of facility, Service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with Company.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.3. APPLICATION FOR SERVICE

- 2.3.1. A Customer desiring to obtain Service must complete the appropriate service order form and submit the service order in compliance with Company subscription requirements as may be established from time to time.
- 2.3.2. The name(s) of the Customer(s) desiring to use the Service must be set forth in the application for Service.
- 2.3.3. Company reserves the right to refuse an application for Service made by a present or former Customer who is indebted to Company for Service previously rendered pursuant to this Tariff until the indebtedness is satisfied. Company may also refuse an application when, in Company's sole discretion, provision of Service is precluded under Section 2.6.1. below.
- 2.3.4. Request for Service under this Tariff will authorize Company to conduct a credit search on the Customer. Company reserves the right to refuse Service on the basis of credit history and to refuse further Service due to late payment or nonpayment by the Customer.
- 2.3.5. Where the Customer cancels an application for Service, a cancellation charge will apply as specified in the Cancellation or Modification of Service by Customer Section of this Tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. DEPOSITS/PRE-PAYMENTS

- 2.4.1. To safeguard its interests, Carrier may require an applicant or Customer to make a deposit to be held as a guarantee for the payment of charges or a pre-payment.
- 2.4.2. Company may require a deposit from an existing business Customer as a condition to the further provision of Service if, according to Company's assessment, the Customer has become a credit risk.
- 2.4.3. The deposit or pre-payment will not exceed an amount equal to two and one-half months' estimated charges for such service(s).
- 2.4.4. 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.
- 2.4.5. Each applicant or Customer from whom a deposit is collected will be given a receipt in accordance with the rules and regulations of the Public Service Commission pertaining to customer deposits.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. DEPOSITS/PRE-PAYMENTS, Continued

- 2.4.6. Simple interest will be credited or paid to the Customer at the rate of one percent (1%) per annum while Carrier holds the cash deposit. Interest shall be paid annually to the Customer or, at the option of the Customer, shall be applied to the Customer's bill.
- 2.4.7. A deposit may be required in addition to a pre-payment. The sum of any deposit and any pre-payment shall not exceed an amount equal to two and one-half months' estimated charges for such service(s).
- 2.4.8. When a service or facility is discontinued, the amount of a deposit, if any, relating to such service or facility will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, Carrier will return the deposit or credit it to the Customer's account.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. CREDIT

2.5.1. Company, in order to ensure payment of its charges for Service or for loss of or damage to Company property, will require Applicants and Customers to establish and maintain credit. The establishment or re-establishment of credit as provided in this Section does not relieve an applicant or Customer from compliance with other provisions of this Tariff as to the payment of bills and in no way modifies the Sections regarding disconnection and termination of Service for failure to pay bills due for Service furnished.

2.5.2. Company may require any applicant or Customer to establish and maintain credit in one of the following ways:

- A. Demonstrating credit satisfactory to Company by providing information pertinent to the applicant's or Customer's credit standing;
- B. Providing a suitable guarantee in writing, in a form prescribed by Company;
or
- C. Paying a cash deposit pursuant to Section 2.4.

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

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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. PROVISION AND MAINTENANCE OF SERVICE

- 2.6.1. Company will use reasonable efforts to make Service available to Customers on or before a particular date, subject to the provisions and compliance by the Customer within the provisions of this Tariff. The lack of facilities or other operational impediments, including regulatory approvals, may preclude or delay provision of Service (a) in a particular location or to a particular Customer and/or (b) at any promised performance level. Actual transmission speeds and service characteristics of a Service may vary from those expected by the Customer due to such factors as the length and gauge of the line and other operational characteristics of the equipment and facilities used.
- 2.6.2. Company will have control over the installation, rearrangement, repair, maintenance, and disconnection of all network elements owned or otherwise obtained to ensure the required level of Service. Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but will not thereby alter the technical parameters of the Service provided to the Customer.
- 2.6.3. Company will use reasonable efforts to maintain the Service that it furnishes to the Customer. Company may make such tests, adjustments and inspections as may be necessary to maintain Company's Services and equipment in satisfactory operating condition. When possible, Company may, in its sole discretion, provide the Customer with reasonable notice of Service-affecting activities that may occur in the normal operation of Company business.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.7. MINIMUM SERVICE PERIOD

- 2.7.1. The minimum Service period is one month (30 days). The Customer must pay the regular tariffed rate for Service for the minimum period of Service. If a Customer disconnects Service before the end of the minimum Service period, that Customer must pay the regular rates for the remainder of the minimum Service period. When the Service is moved within the same building, to another building on the same Premises, or to a different Premises entirely, the period of Service at each location is accumulated to calculate if the Customer has met the minimum Service period obligation.
- 2.7.2. If Service is terminated before the end of the minimum period of Service as a result of condemnation of property, damage to property requiring the Premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for Service for the remainder of the minimum period.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.8. CUSTOMER RESPONSIBILITIES

- 2.8.1. The Customer is responsible for the payment of all charges for Service furnished to the Customer.
- 2.8.2. The Customer is responsible for compliance with applicable regulations set forth in this Tariff.
- 2.8.3. The Customer must make arrangements or obtain permission for safe, reasonable and continuous access and right-of-way for Company employees or agents of Company to enter the Premises of the Customer or any Authorized User of the Customer at any reasonable hour for the purpose of performing Company's obligations under this Tariff.
- 2.8.4. The Customer is responsible for the payment of (a) Service charges as set forth herein and (b) charges for visits by Company's agents or employees to the Premises of the Customer or Authorized User when the Service difficulty or trouble report results from the use of Services and equipment by the Customer or Authorized User.
- 2.8.5. Customer will, at Customer's expense, provide reasonable space, power, and level of heating and air conditioning, and otherwise maintain the proper environment to operate Company's Service at Customer's or Authorized User's premises.
- 2.8.6. The Customer may not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent will be null and void.
- 2.8.7. A Customer or Authorized User may not represent in any way that the relationship between Customer or Authorized User and Company is anything other than one of customer and supplier, respectively. Nothing in this Tariff gives Customer or Authorized Users any authority to bind or otherwise incur liability on behalf of Company. Nothing in this Tariff constitutes an endorsement by Company of any activity, service or product of Customer or Authorized Users.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.8 CUSTOMER RESPONSIBILITIES

- 2.8.8. The Customer is responsible for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's Premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over Company's network without the authorization of the Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.9. PAYMENTS AND BILLING

- 2.9.1. Service is provided and recurring Service charges billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer.
- 2.9.2. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Invoices of \$20.00 or more that are not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent per month or the highest interest rate allowed by law late payment charge for the unpaid balance.
- 2.9.3. A Customer will not be liable for any late payment charge applicable to a disputed portion of that Customer's bill, so long as the Customer pays the undisputed portion of the bill and enters into bona fide negotiations to resolve the dispute on a timely basis, pursuant to Section 2.9.8. Provided if disputed bill is correct, late payment charges should apply retroactive to the original due date.
- 2.9.4. Checks presented in payment for Services and subsequently returned to Company by the Customer's financial institution for "Non-Sufficient Funds" or other reasons will incur a nonrecurring charge.
- 2.9.5 Billing disputes should be addressed to Company's Billing organization at the following address: 4380 Boulder Highway, Las Vegas, NV 89121.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.9. PAYMENTS AND BILLING, Continued

2.9.6. In case of a billing dispute between Customer and Company as to the correct amount of a bill, which cannot be adjusted with mutual satisfaction, Customer may enter the following arrangement:

- A. First, Customer requests, and Company will comply with the request, an investigation and review of the disputed amount.
- B. The Customer pays the undisputed portion of the bill by the Due By Date shown on the bill or the Service will be subject to disconnection if Company has notified Customer by written notice of such delinquency and impending termination.
- C. If there is still disagreement after the investigation and review by a manager of Company, Customer may appeal to the Public Service Commission for its investigation and decision.
- D. Company will not disconnect Customer's Service for nonpayment as long as Customer complies with this arrangement.
- E. Company will respond to the Public Service Commission's requests for information within ten (10) business days.
- F. The Public Service Commission will review the claim regarding the disputed amount, communicate the results of its review to Customer and Company, and require disbursement according to those results.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.9. PAYMENTS AND BILLING, Continued

2.9.7 Disputed Bills, continued

G. After the investigation and review are completed by the Public Service Commission, in order to avoid disconnection of Service, such amount must be paid within seven (7) calendar days after the date Company notifies Customer that the investigation and review are completed and that such payment must be made or Service will be interrupted. However, the Service will not be disconnected prior to the Due By Date shown on the bill. In no event will service be discontinued on the day preceding any day on which Carrier is not prepared to accept payment of the amount due and to reconnect service, and service will not be disconnected for non-payment of any disputed amount during the Public Service Commission's review of the dispute.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.10. TAXES

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

2.11. ALLOWANCES FOR INTERRUPTION OF SERVICE

2.11.1. For the purpose of applying this provision, the word "interruption" means the inability to access Service due to equipment malfunction or human errors. "Interruption" does not include, and no allowance will be given for, Service difficulties such as slow access, circuits busy or other network and/or switching capacity shortages.

2.11.2. Credit allowances will be given in accordance to this Section 2.11. for interruptions of Service which are not due to an event of Force Majure, Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer or another Carrier, and are subject to the general limitation of liability provisions set forth in Section 2.15. herein. Customer must notify Company of any interruptions of Service. Before giving such notice, the Customer must ascertain that the trouble is not caused by any action or omission of the Customer, and not otherwise within the Customer's control.

2.11.3. For purposes of computing a credit under Section 2.11. every month is considered to have 720 hours. No credit will be allowed for an interruption of a continuous duration of less than two hours. Company will credit the Customer for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the Service affected for each hour or major fraction thereof that the interruption continues beyond two hours after the Company's receipt of notice of the interruption from the Customer.

Credit formula: $Credit - (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected Service

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SECTION 2 - RULES AND REGULATIONS, Continued

2.12. CANCELLATION OR MODIFICATION OF SERVICE BY CUSTOMER

- 2.12.1. Customers may cancel Service by providing written notice to Company at least thirty (30) days prior to cancellation. The notice must specify the date on which Service is to be discontinued.
- 2.12.2. The Customer remains responsible for all Service charges until the day and time on which Service is actually disconnected.
- 2.12.3. If Customer cancels Service before Company completes installation of the Service an early termination charge will apply.
- 2.12.4. In the case of a Customer-initiated modification of Service, charges for the subsequent order are in addition to the costs incurred and any other applicable charges before the Customer changed the original order.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CANCELLATION BY COMPANY

2.13.1. Company may immediately discontinue furnishing the Service to a Customer without incurring liability:

- A. If there is a condition determined in Company's sole discretion to be hazardous to the Customer, to other Customers of Company, to Company's equipment, to the public or to employees or agents of Company; or
- B. If Company deems refusal or disconnection necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or Services; or
- C. For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to Service; or
- D. For use of Company's Services for any purpose other than that described in the application; or
- E. In the event of Customer use of equipment in such a manner as to adversely affect Company's equipment or the Service to others; or
- F. In the event of tampering with the equipment furnished and owned by Company; or
- G. When necessary for Company to comply with any order or request of any governmental authority having jurisdiction; or
- H. In the event of unauthorized or fraudulent use of Service.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CANCELLATION BY COMPANY, Continued

2.13.2. Company may discontinue Service without liability upon ten (10) days written notice to the Customer via first-class mail prior to discontinuance of Service:

- A. For violation of this Tariff, except as provided in Section 2.14.1., including without limitation, non-payment of bills for Service, refusal to provide Company with either a deposit or advance payment, or failure to meet Company's credit requirements; or
- B. For failure of the Customer to make proper application for Service including, without limitation, the provision of false information.

2.13.3. The discontinuance of Service(s) by Company pursuant to this section does not relieve the Customer of any obligations to pay Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein are not exclusive, and Company is at all times be entitled to all the rights available to it under law or equity.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.14. RESTORATION OF SERVICE

- 2.14.1. The use and restoration of Service in emergencies may be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.
- 2.14.2. When a Customer's Service has been disconnected in accordance with this Tariff and the Service has been terminated through the completion of a Company service order, Service will be restored only upon the basis of application for new Service.
- 2.14.3. A Customer whose Service has been discontinued for failure to establish credit or for nonpayment of bills will be required to pay the unpaid balance due Company before Service is restored.
- 2.14.4. Whenever Service has been discontinued for fraudulent or other unlawful use, Company may, before restoring Service, require the Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate such fraudulent or otherwise unlawful uses and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.14.5. Any Customer whose Service has been disconnected may be required to pay Service reconnection charges equal to the initial Service Connection Charge before Service is restored.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.15. LIMITATION OF LIABILITY

2.15.1. Company will not be liable to the Customer or any user of the Company’s Services for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless Company from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:

- A. Libel, slander, or invasion of privacy from material, data, information or other content transmitted over Company’s facilities; or
- B. Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, arising from (1) combining (or using in connection with) Company-provided Services and equipment with any facilities, services functions, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products which Company furnished in a manner Company did not contemplate and over which Company exercises no control. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, will obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim in infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement; or
- C. A breach in the privacy or security of communications transmitted over Company’s facilities; or
- D. Acts, mistakes, omission, interruptions delays, errors or defects in transmission over Company’s facilities or equipment; or
- E. Injuries to persons or property from voltages or currents transmitted over Company-provided facilities caused by Customer-provided equipment or Premises wire; or
- F. The disconnection of Service for failure to pay the charges billed to Customer, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages, so long as such disconnection of Service complied with the applicable rules and regulations; or

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SECTION 2 - RULES AND REGULATIONS, Continued

2.15. LIMITATION OF LIABILITY, Continued

2.15.1. Continued

- G. Violations of the obligations of the Customer under this Tariff; or
- H. Defacement of or damage to Customer Premises, facilities or equipment resulting from the furnishing of Service or equipment on such Premises or the installation, maintenance, repair or removal thereof, unless such defacement or damage is caused by willful misconduct of Company's agents or employees; or
- I. Any loss, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of Company, Customer, Authorized User or their employees, agents, representatives or invitees; or
- J. Any delay or failure of performance or equipment due to a Force Majeure condition or any unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment.
- K. Any unauthorized provision of or charges to End Users by the Customer (e.g. slamming and/or cramming violations of the Customer against End Users or third parties).

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SECTION 2 - RULES AND REGULATIONS, Continued

2.15. LIMITATION OF LIABILITY, Continued

2.15.1. Continued

L. Any act, mistake, omission, fraudulent act of a third party, interruption, delay, error, or defect caused by or contributed to by:

1. Another company or Carrier, or its agents or employees, when the facilities or equipment of the other company of Carrier are used for or with the Service Company offers.
2. The Customer, or any third party acting as its agent, in connection with Company-provided or Customer-provided facilities or equipment, including, but not limited to, the Customer's failure to take all necessary steps to obtain, install and maintain all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer to Company's network; or
3. A third party.

M. Any unauthorized use of the Service provided to Customer.

2.15.2. The liability of Company for damages arising out of the furnishing of, or failing to furnish, its Services, including but not limited to mistakes, omission, disconnections, interruptions, delays, acts of a third party, errors, defects, or representations, whether caused by acts or omissions is limited to the extension of allowances for interruption as set forth in this Tariff. Such allowances for interruptions are the sole remedy of the Customer and the sole liability of Company. Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service, equipment or facilities, or the acts or omissions, acts of a third party, or the acts or omissions or negligence of Company, its employees or agents.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.15. LIMITATION OF LIABILITY, Continued

- 2.15.3. The liability of Company’s suppliers and vendors for damages arising out of the furnishing of, or failing to furnish, their services, including but not limited to mistakes, omissions, interruptions, delays, errors, defects, or representations, whether caused by acts or omissions of such suppliers and vendors shall be limited to the extension of allowances for interruptions as set forth in this Tariff. The extension of such allowances for interruptions will be the sole remedy of the Customer and the sole liability of Company’s supplier and vendors. Company’s suppliers and vendors will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer, as a result of any service, equipment or facilities, or the act of omissions, or negligence of Company’s suppliers and vendors, its employees or agents.
- 2.15.4. The entire liability of Company for any claim, loss, damage or expense from any cause whatsoever will in no event exceed sums actually paid to Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against Company may be commenced more than one (1) year after the Service is rendered.
- 2.15.5. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.
- 2.15.6. The liability of Company for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the even that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.15. LIMITATION OF LIABILITY, Continued

2.15.8. Company makes no warranty or representation of any kind whatsoever with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any entity or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.16. NOTICES

Any notice Company may give to a Customer will be deemed properly given when delivered, if delivered in person, or three (3) days after deposit with the U.S. Postal Service, registered or certified, postage prepaid, addressed to the Customer's billing address. Any notice the Customer may give Company will be deemed properly given when delivered, if delivered in person, or three (3) days after deposit with the U.S. Postal Service, postage prepaid, addressed to Company at the address provided in the most recently revised tariff pages.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.17. CUSTOMER PROVIDED EQUIPMENT AND INTERCONNECTION

- 2.17.1. Customer-provided equipment on the Premises of Customer or Authorized User, the operating personnel there, and the electric power consumed by such equipment must be provided by and maintained at the expense of the Customer or Authorized User. Conformance of Customer-provided equipment with Part 68 of the FCC Rules is the responsibility of Customer.
- 2.17.2. Customer or Authorized User must ensure 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 must be such as not to cause damage to Company-provided equipment and wiring or injury to Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury may be provided by Company at Customer's expense.
- 2.17.3. Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provided equipment is connected to the facilities and equipment furnished under this Tariff, the responsibility of Company will be limited to the furnishing of Service, facilities and equipment offered pursuant to this Tariff. Beyond this responsibility, Company will not be responsible for:
- A. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - B. the reception of signals by Customer-provided equipment; or
 - C. network control signaling when performed by Customer-provided network control signaling equipment.

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SECTION 2 - RULES AND REGULATIONS, Continued

**2.17. CUSTOMER PROVIDED EQUIPMENT AND INTERCONNECTION,
Continued**

- 2.17.4. The Customer must secure all licenses, permits, rights-of-way and other arrangements necessary for interconnection with Company. In addition, the Customer must ensure that its equipment and/or system or that of its Authorized User or agent(s) is properly interfaced with Company's Service and the signals emitted into Company's network are of the proper mode, bandwidth, power, data speed and signal level for the intended use of the Customer. If the Customer or its Authorized User or agent(s) fails to properly maintain and operate its equipment and/or system, Company may, upon written request, require the use of protective equipment at the Customer's expense.
- 2.17.5. Interconnection between the facilities or services of other carriers is governed by the applicable terms and conditions of the other carriers' tariffs.
- 2.17.6. Service furnished by Company may be interconnected with services or facilities of other authorized carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers must be provided at the Customer's expense.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.19. PROMOTIONAL OFFERINGS**

Company may make promotional offerings of its Tariffed services which may include reducing or waiving applicable charges for the promoted Service. No individual promotional offering will exceed six (6) months in duration, and any promotional offering will be extended on a non-discriminatory basis to any customer similarly classified who requests the specific offer. At the Company's option, a letter outlining the promotion may be filed with the Public Service Commission in lieu of filing Tariff language.

2.20 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. Specialized rates, charges and services shall be available to similarly situated customers on a non-discriminatory basis. Unless otherwise specified, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become part of, said contract. All ICB arrangements will be filed with or made available to the Public Service Commission upon request.

In addition to any rate or charge established by the Company, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Company or directly by the local exchange company, at the Company's option.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1. APPLICATION OF RATES

3.1.1. The following sections set forth the rules and regulations governing the application of rates for Company Services, including the following general rate categories:

- A. Nonrecurring Charges for installation of facilities and Services;
- B. Monthly Rates for availability and use of facilities and Services; and
- C. Usage or Transaction Charges (where applicable).

3.1.2. Service Areas

- A. Unless otherwise specified in this Tariff, Company's interexchange Service area is statewide.
- B. Company's description of service area in no way compels Company to provide any Service in an area where facilities or other extenuating factors limit Company's ability to provide Service.

3.1.3. Services are offered by the Carrier via its own facilities and/or the facilities of other carriers. Services are offered as one-way or two-way communications services, as specified. Special construction charges may apply in each case. Services may not be available to all Customers. Such services may not be accompanied by 411, 911 or other voice services. In addition to the charges specified for each service, additional charges may apply for transfers of data per month or at certain times in excess of certain thresholds.

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SECTION 3 - DESCRIPTION OF SERVICE, continued

3.1. APPLICATION OF RATES, continued

3.1.4. Service Connection Charges

- A. Service Connection Charges are nonrecurring charges for establishing or modifying Services. Service Connection Charges are incurred by Customer-initiated requests only.
- B. Unless specifically exempted in this or other Sections of this Tariff, Service Connection Charges apply to all Customer-initiated requests, and are in addition to all other scheduled rates and charges.
- C. The charges specified herein reflect Service provided during regularly scheduled work hours, at current installation intervals and without work interruptions by the Customer.
- D. Customer requests for expedited Services that require installations on a date that is less than the normal offered interval may result in an increase in applicable Service Connection Charges.
- E. Customer requests performed on an out-of-hours basis shall also incur an add-on to applicable Service Connection Charges (excluding the Service Ordering Charge), along with any additional costs that may be involved.
- F. Service Connection Charges for the initial establishment of Service are payable with the first bill rendered for Service

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SECTION 3 - DESCRIPTION OF SERVICE, continued

3.2. Classic Switchless Toll Service

Classic Switchless Toll Service allows a non-facilities-based carrier Customer to offer interexchange telecommunications services to End Users.

- A. All calls will originate and terminate at Company's discretion on either the Company's network or its sub-network(s).
- B. Company will provide full call CDR's, one (1) CDR per call, for all LPIC, PIC, international PIC direct-dialed calls, and 00- and 00+ calls.
- C. No "Casual-Calling" (101+) is allowed with this product.
- D. For a call to be accepted and terminated, the calling number must be loaded in the Company's system.
- E. Unanswered calls will not be charged.
- F. Operator Services come standard with this product. Directory Assistance will be charged on a per call basis.
- G. PICC will be billed per multi-line business line ANI monthly.

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SECTION 3 - DESCRIPTION OF SERVICE, continued

3.3 Classic Switched Toll Service

3.3.1 Classic Switched Toll Service, also known as Virtual Feature Group, assists facilities based Carrier Customers offer interexchange services to End Users. All calls will originate at Company's discretion on either the Company's network or its sub-network(s). Calls will be presented to the Customer's equipment via dedicated time division multiplexed (TDM) circuit(s). Applicable Port Charges and interconnection fee will be assessed to the customer.

- A. Company will provide one (1) CDR per call for all calls.
- B. Calls not accepted by the customer's equipment will be terminated by Company to the called number and billed to the customer at an Overflow rate (which will be higher than the classic Switchless rate).
- C. All calls, both answered and unanswered, (direct and overflow terminated) will be billed to the Customer.
- D. No "Casual-Calling" (101+) is allowed with this product.
- E. For a call to be accepted, the calling number must be loaded in the ANI Networks system.
- F. Company is not providing supplemental services such as 00-, 00+ or Directory Assistance except during overflow conditions.
- G. Directory Assistance will be charged on a per call basis in overflow conditions.
- H. PICC will be billed per multi-line business line ANI monthly.

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SECTION 3 - DESCRIPTION OF SERVICE, continued

3.4 Classic Switchless Toll Free Service

3.4.1 Classic Switchless Toll Free Service allows a non-facilities based carrier Customer to originate and terminate toll free services to and from its End Users. Company will become the Responsible Organization for these services.

- A. A Letter of Agency (LOA) is required for all Toll-Free numbers.
- B. Only calls in the North American Numbering Plan Administration (NANPA), World-Zone 1, qualify for use of this service.
- C. Company will co-ordinate the provisioning of Toll-Free numbers in the 800 Service Management System (SMS/800).
- D. Calls to a End User's Toll-Free number will route from the calling party to the Company's equipment, then will be terminated by Company's to the translate (POTS or Dedicated circuit ID) as reflected in the Company's database.
- E. Only answered calls will be billed to the Carrier Customer.
- F. Company will provide 1 CDR per call for all answered calls.
- G. For a call to be accepted and terminated by the Company, the Toll-Free and its translate number must be loaded in the Company's system.
- H. The standard/default product offers no routing enhancements. However they are available with additional pricing.
- I. A Payphone Surcharge applies to all inbound calls made from a Payphone or other pay per call device.
- J. A pass-through charge for Customer Record Administration, or Toll Free Storage Charge applies on a monthly per line basis.
- K. Enhanced toll free routing is available at an additional charge on a per number basis.

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SECTION 3 - DESCRIPTION OF SERVICE, continued

3.5 Classic Switched Toll Free Service

3.5.1 Classic Switched Toll Free Service allows a facilities-based carrier Customer to originate toll free services to and from its End Users. Company will become the Responsible Organization for these services.

- A. A Letter of Agency (LOA) is required for all Toll-Free numbers.
- B. Only calls in the North American Numbering Plan Administration (NANPA), World-Zone 1, qualify for use of this service.
- C. Company will co-ordinate the provisioning of Toll-Free numbers in the 800 Service Management System (SMS/800).
- D. All calls will originate at Company' discretion on either the Company's network or one of its Complimentary Carrier's (COMP-Carrier) network(s).
- E. Calls will be presented to the Customer's equipment, via dedicated time division multiplexed (TDM) circuit(s).
- F. All calls, both answered and unanswered will be billed to the customer.
- G. All calls will include a SMS/800 dip charge.
- H. A Payphone Surcharge applies to all inbound calls made from a Payphone or other pay per call device.
- I. A pass-through charge for Customer Record Administration, or Toll Free Storage Charge applies on a monthly per line basis.
- K. Enhanced toll free routing is available at an additional charge on a per number basis.

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SECTION 4- RATES AND CHARGES**4.1. Classic Switchless Toll Service**

All rates are charged on a per Minute of Use ("MOU") basis, in six (6) second increments. Charges are also based on the type of originating and terminating carrier, RBOC or Non-RBOC.

<u>RBOC to RBOC</u>	<u>RBOC to Non-RBOC</u>	<u>Non-RBOC to RBOC</u>	<u>Non-RBOC to Non-RBOC</u>
\$0.048	\$0.046	\$0.084	\$0.086

4.1.1. Directory Assistance

Per call, nonoverflow conditions	\$0.55
Per call, overflow conditions	\$0.55

4.1.2. PICC, per multi-line business ANI

Per month	\$1.50
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4.1.3 Directory Listing Charge

Per month, per listing	\$15.00
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SECTION 4- RATES AND CHARGES, continued**4.2. Classic Switched Toll Service**

All rates are charged on a per Minute of Use ("MOU") basis, in six (6) second increments. Charges are also based on the terminating carrier, RBOC or Non-RBOC and the LATA in which the call is terminated.

4.2.1 RBOC

<u>LATA</u>	<u>Rate per MOU</u>
654	\$0.0207
660	\$0.0087
666	\$0.0210

4.2.1. Directory Assistance

Per call, overflow conditions \$0.55

4.2.2. PICC, per multi-line business ANI

Per month \$1.50

4.2.3 Directory Listing Charge

Per month, per listing \$15.00

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SECTION 4- RATES AND CHARGES, continued**4.2. Classic Switched Toll Service (continued)**

4.2.2 Non-RBOCs

<u>LATA</u>	<u>Carrier</u>	<u>Rate per MOU</u>
654	UNION TELEPHONE COMPANY	0.0210
654	UNION TELEPHONE COMPANY DBA UNION CELLULAR	0.0210
660	LEAP WIRELESS INTL, INC. DBA CRICKET COMM, INC.	0.0092
660	CARBON/EMERY TELECOM, INC. - UT	0.0215
660	HANKSVILLE TELCOM, INC. - UT	0.0215
660	UBET TELCOM, INC.	0.0215
660	SBC TELECOM, INC. - UT	0.0085
660	UINTAH BASIN ELECTRONIC TELECOMMUNICATIONS	0.0210
660	PAC - WEST TELECOMM, INC. - UT	0.0113
660	CENTRAL UTAH TELEPHONE, INC.	0.0215
660	EMERY TELEPHONE DBA EMERY TELECOM	0.0215
660	GUNNISON TELEPHONE CO.	0.0215
660	MANTI TELEPHONE CO.	0.0215
660	SKYLINE TELECOM	0.0190
660	SOUTH CENTRAL UTAH TELEPHONE ASSOCIATION, INC.	0.0215
660	UINTAH BASIN TEL ASSN, INC. DBA UBTA COMMUNICATION	0.0215
660	ALL WEST COMMUNICATIONS, INC. - UTAH	0.0215
660	UNION TELEPHONE CO. - WY	0.0215
660	GLENN ISHIHARA DBA NTCH-COLORADO, INC.	0.0210
660	MCLEODUSA TELECOMMUNICATIONS SERVICES, INC.- UT	0.0117
660	BEAR LAKE COMMUNICATIONS	0.0215
660	LEVEL 3 COMMUNICATIONS, LLC - UT	0.0179
660	ESCHELON TELECOM, INC. - UT	0.0094
660	ALL WEST - UT, INC.	0.0169
660	TOWN OF EAGLE MOUNTAIN - UT	0.0092
660	INTEGRA TELECOM OF UTAH, INC. - UT	0.0085
660	SOUTH CENTRAL UTAH TELEPHONE ASSOCIATION, INC.	0.0210
660	CITIZENS TELECOM-UTAH DBA FRONTIER COMM OF UT	0.0206
660	BEEHIVE TEL CO - UT	0.0215
660	WESTERN WIRELESS CORPORATION-UT	0.0211
660	KMC TELECOM V, INC. - UT	0.0215
660	FIRSTDIGITAL TELECOM, LLC	0.0094

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SECTION 4- RATES AND CHARGES, continued**4.2. Classic Switched Toll Service (continued)****4.2.2 Non-RBOCs (continued)**

<u>LATA</u>	<u>Carrier</u>	<u>Rate per MOU</u>
660	BLUE LICENSES HOLDING, LLC	0.0103
660	COMCAST PHONE OF UTAH, LLC - UT	0.0080
660	NEXTEL COMMUNICATIONS	0.0148
660	AIRTOUCH PAGING - UTAH	0.0080
660	METROCALL	0.0134
660	T-MOBILE USA, INC.	0.0109
660	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - UT	0.0140
660	ARCH WIRELESS HOLDINGS, INC.	0.0082
660	SPRINT SPECTRUM L.P.	0.0097
660	FREE BEEPER, INC.	0.0080
660	COMMPARTNERS, LLC - UT	0.0131
660	ELECTRIC LIGHTWAVE, INC. - UTAH	0.0105
660	AT&T LOCAL	0.0122
660	TELEPORT COMMUNICATIONS GROUP, INC. - UT	0.0126
660	XO UTAH, INC.	0.0092
660	BROOKS FIBER COMMUNICATIONS - UTAH	0.0090
660	SPRINT SPECTRUM L.P.- UT	0.0176
660	NORTH COUNTY COMMUNICATIONS CORPORATION - UT	0.0215
660	SPRINT COMMUNICATIONS COMPANY, L.P. - UT	0.0093
981	NAVAJO COMM CO INC - UT DBA NAVAJO COMM UT	0.0215

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SECTION 4- RATES AND CHARGES, continued**4.3 Classic Switchless Toll-Free Service**

All rates are charged on a per Minute of Use ("MOU") basis, in six (6) second increments. Charges are also based on the type of originating and terminating carrier, RBOC or Non-RBOC.

<u>RBOC to RBOC</u>	<u>RBOC to Non-RBOC</u>	<u>Non-RBOC to RBOC</u>	<u>Non-RBOC to Non-RBOC</u>
\$0.048	\$0.046	\$0.084	\$0.086

- 4.3.1 Payphone Surcharge
Per Call \$0.55 per call
- 4.3.2 Toll Free Storage Charge
Per month \$0.37 per toll free number
- 4.3.3 Enhanced Toll Free Routing
Per number, per month \$5.00
- 4.3.4 Directory Listing Charge
Per month, per listing \$15.00

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SECTION 4- RATES AND CHARGES, continued**4.4. Classic Switched Toll-Free Service**

All rates are charged on a per Minute of Use ("MOU") basis, in six (6) second increments. Charges are also based on the terminating carrier, RBOC or Non-RBOC and the LATA in which the call is terminated.

4.4.1 RBOC

<u>LATA</u>	<u>Rate per MOU</u>
654	\$0.0207
660	\$0.0087
666	\$0.0210

4.4.2 Payphone Surcharge

Per Call \$0.55 per call

4.4.3 Toll Free Storage Charge

Per month \$0.37 per toll free number

4.4.4 Enhanced Toll Free Routing

Per number, per month \$5.00

4.4.5 Directory Listing Charge

Per month, per listing \$15.00

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SECTION 4- RATES AND CHARGES, continued

4.4. Classic Switched Toll-Free Service (continued)

4.4.6 Non-RBOCs

<u>LATA</u>	<u>Carrier</u>	<u>Rate per MOU</u>
654	UNION TELEPHONE COMPANY	0.0210
654	UNION TELEPHONE COMPANY DBA UNION CELLULAR	0.0210
660	LEAP WIRELESS INTL, INC. DBA CRICKET COMM, INC.	0.0092
660	CARBON/EMERY TELECOM, INC. - UT	0.0215
660	HANKSVILLE TELCOM, INC. - UT	0.0215
660	UBET TELCOM, INC.	0.0215
660	SBC TELECOM, INC. - UT	0.0085
660	UINTAH BASIN ELECTRONIC TELECOMMUNICATIONS	0.0210
660	PAC - WEST TELECOMM, INC. - UT	0.0113
660	CENTRAL UTAH TELEPHONE, INC.	0.0215
660	EMERY TELEPHONE DBA EMERY TELECOM	0.0215
660	GUNNISON TELEPHONE CO.	0.0215
660	MANTI TELEPHONE CO.	0.0215
660	SKYLINE TELECOM	0.0190
660	SOUTH CENTRAL UTAH TELEPHONE ASSOCIATION, INC.	0.0215
660	UINTAH BASIN TEL ASSN, INC. DBA UBTA COMMUNICATION	0.0215
660	ALL WEST COMMUNICATIONS, INC. - UTAH	0.0215
660	UNION TELEPHONE CO. - WY	0.0215
660	GLENN ISHIHARA DBA NTCH-COLORADO, INC.	0.0210
660	MCLEODUSA TELECOMMUNICATIONS SERVICES, INC.- UT	0.0117
660	BEAR LAKE COMMUNICATIONS	0.0215
660	LEVEL 3 COMMUNICATIONS, LLC - UT	0.0179
660	ESCHELON TELECOM, INC. - UT	0.0094
660	ALL WEST - UT, INC.	0.0169
660	TOWN OF EAGLE MOUNTAIN - UT	0.0092
660	INTEGRA TELECOM OF UTAH, INC. - UT	0.0085
660	SOUTH CENTRAL UTAH TELEPHONE ASSOCIATION, INC.	0.0210
660	CITIZENS TELECOM-UTAH DBA FRONTIER COMM OF UT	0.0206
660	BEEHIVE TEL CO - UT	0.0215
660	WESTERN WIRELESS CORPORATION-UT	0.0211
660	KMC TELECOM V, INC. - UT	0.0215
660	FIRSTDIGITAL TELECOM, LLC	0.0094

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Joseph Koppy
Chief Executive Officer
Affinity Network Incorporated
4380 Boulder Highway
Las Vegas, NV 89121

SECTION 4- RATES AND CHARGES, continued

4.4. Classic Switched Toll-Free Service (continued)**4.4.6 Non-RBOCs (continued)**

<u>LATA</u>	<u>Carrier</u>	<u>Rate per MOU</u>
660	BLUE LICENSES HOLDING, LLC	0.0103
660	COMCAST PHONE OF UTAH, LLC - UT	0.0080
660	NEXTEL COMMUNICATIONS	0.0148
660	AIRTOUCH PAGING - UTAH	0.0080
660	METROCALL	0.0134
660	T-MOBILE USA, INC.	0.0109
660	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - UT	0.0140
660	ARCH WIRELESS HOLDINGS, INC.	0.0082
660	SPRINT SPECTRUM L.P.	0.0097
660	FREE BEEPER, INC.	0.0080
660	COMMPARTNERS, LLC - UT	0.0131
660	ELECTRIC LIGHTWAVE, INC. - UTAH	0.0105
660	AT&T LOCAL	0.0122
660	TELEPORT COMMUNICATIONS GROUP, INC. - UT	0.0126
660	XO UTAH, INC.	0.0092
660	BROOKS FIBER COMMUNICATIONS - UTAH	0.0090
660	SPRINT SPECTRUM L.P. - UT	0.0176
660	NORTH COUNTY COMMUNICATIONS CORPORATION - UT	0.0215
660	SPRINT COMMUNICATIONS COMPANY, L.P. - UT	0.0093
981	NAVAJO COMM CO INC - UT DBA NAVAJO COMM UT	0.0215

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