

**INTEREXCHANGE SERVICES RATE SCHEDULE**

**RATE SCHEDULE APPLICABLE TO  
FACILITIES-BASED AND RESOLD  
INTEREXCHANGE SERVICE  
OF  
AIRUS, INC.  
U-7175-C**

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**INTEREXCHANGE CARRIER RATE SCHEDULE**

**Rate schedule Check Sheet**

Pages listed below are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original rate schedule and are currently in effect as of the date on the bottom of this page.

<u>Sheet No.</u>	<u>Revision</u>	<u>Sheet No.</u>	<u>Revision</u>	<u>Sheet No.</u>	<u>Revision</u>
Title	Original	32	Original	63	Original
1	Original	33	Original	64	Original
2	Original	34	Original	65	Original
4	Original	35	Original		
5	Original	36	Original		
6	Original	37	Original		
7	Original	38	Original		
8	Original	39	Original		
9	Original	40	Original		
10	Original	41	Original		
11	Original	42	Original		
12	Original	43	Original		
13	Original	44	Original		
14	Original	45	Original		
15	Original	46	Original		
16	Original	47	Original		
17	Original	48	Original		
18	Original	49	Original		
19	Original	50	Original		
20	Original	51	Original		
21	Original	52	Original		
22	Original	53	Original		
23	Original	54	Original		
24	Original	55	Original		
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**INTEREXCHANGE CARRIER RATE SCHEDULE**

**Preliminary Statement**

Airus, Inc. (“Airus”) has been granted authority by the California Public Utilities Commission to provide facilities-based and resold interexchange services within the State of California to Customers located in exchange areas served by Pacific Bell Telephone Company dba AT&T California, Citizens Telecommunications Company of California, Inc./Citizens Communications Company, SureWest Telephone/SureWest Communications, and Verizon California Inc. This rate schedule contains all effective rates, terms and conditions for intrastate end-user interexchange service originated from and terminated to central office codes assigned to Airus.

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### Explanation of Symbols

The following symbols are used in this rate schedule as described:

- (C) To signify changed listings, rule, or condition which may affect rates or charges
- (D) To signify discontinued material, including listing, rate, rule or condition
- (I) To signify increase
- (L) To signify material relocated from or to another part of the schedules with no change in text, rate, rule or condition
- (N) To signify new material including listing, rate, rule or condition
- (R) To signify reduction
- (T) To signify change in wording of text but not change in rate, rule or condition

**INTEREXCHANGE CARRIER RATE SCHEDULE**

**Availability of Company's Rate Schedule**

Complete copies of the Company's advice letters and current rate schedule are available for inspection at the California Public Utilities Commission and at the Company's primary business office at 2855 Campus Dr. Suite 200, San Mateo, CA 94403.

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**SERVICE AREA**

The Company has been authorized to provide intrastate interexchange service throughout the State of California.

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**RATE SCHEDULE**

Applicability

This Section sets forth the rates and charges applicable to Carrier's service offerings. The rates and charges are applicable to all long distance interexchange services provided to business Customers as indicated.

Notes

- (1) When billing functions on behalf of Carrier are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.
- (2) Carrier will ensure an industry standard blocking rate no greater than P.01.



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**RATE SCHEDULE (Cont'd)**

Applicable Taxes and Surcharges

Pursuant to Resolution T-16901, all telecommunications carriers are required to concur with the Commission's Public Programs all-end-user surcharges and the Reimbursement Fee. Pursuant to Resolution T-16901 and Cal. Pub. Util. Code §492, Airus hereby concurs with the Public Program surcharges and Reimbursement Fee set forth in the tariffs of Pacific Bell Telephone Company d/b/a AT&T California. Airus will apply the current surcharge and fee amounts in that AT&T California tariff on the respective end user bills. All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate items and are not included in the quoted rates. Gross receipts tax will not be billed as a separate line item. Customer will be billed for and is liable for payment of all applicable federal, state and local taxes and surcharges.

Adherence to Nonpublic Utility Provider Services Law

Carrier will adhere to all applicable nonpublic utility provider services rules and law, including, but not limited to, Section 741.2 of the California Public Utilities Code.

**INTEREXCHANGE SERVICES RATE SCHEDULE**

**RATE SCHEDULE (Cont'd)**

**Schedule A: Long Distance Interexchange Services**

1. Business Service - Verizon Service Area

Mileage	<u>Day, Evening and Night</u>	
	<u>Initial Minute</u>	<u>Each Add'l Minute</u>
0 - 12	\$0.00	\$0.00
13 - 16	\$0.15	\$0.15
17 - 20	\$0.15	\$0.15
21 - 25	\$0.15	\$0.15
26 - 30	\$0.15	\$0.15
31 - 40	\$0.15	\$0.15
41 - 50	\$0.15	\$0.15
51 - 70	\$0.15	\$0.15
71 and Over	\$0.15	\$0.15

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**INTEREXCHANGE SERVICES RATE SCHEDULE**

**RATE SCHEDULE (Cont'd)**

**Schedule A: Long Distance Interexchange Services (Cont'd)**

2. Business Service - Citizens Communications Service Area

A. Day

<u>Mileage</u>	<u>Initial Minute</u>	<u>Each Add'l Minute</u>
0 - 12	\$0.000	\$0.000
13 - 16	\$.1140	\$.0700
17 - 20	\$.1140	\$.0700
21 - 25	\$.1360	\$.1140
26 - 30	\$.1360	\$.1140
31 - 40	\$.1360	\$.1140
41 - 50	\$.1470	\$.1250
51 - 70	\$.1470	\$.1250
Over 71	\$.1470	\$.1360

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**INTEREXCHANGE SERVICES RATE SCHEDULE**

**RATE SCHEDULE (Cont'd)**

**Schedule A: Long Distance Interexchange Services (Cont'd)**

2. Business Service - Citizens Communications Service Area (Cont'd)

B. Evening

<u>Mileage</u>	<u>Initial Minute</u>	<u>Each Add'l Minute</u>
0 - 12	\$.000	\$.000
13 - 16	\$.0912	\$.0560
17 - 20	\$.0912	\$.0560
21 - 25	\$.1088	\$.0912
26 - 30	\$.1088	\$.0912
31 - 40	\$.1088	\$.0912
41 - 50	\$.1176	\$.1000
51 - 70	\$.1176	\$.1000
Over 71	\$.1176	\$.1088

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**RATE SCHEDULE (Cont'd)**

**Schedule A: Long Distance Interexchange Services (Cont'd)**

2. Business Service - Citizens Communications Service Area

C. Night/Weekend

<u>Mileage</u>	<u>Initial Minute</u>	<u>Each Add'l Minute</u>
0 - 12	\$0.00	\$0.00
13 - 16	\$0.684	\$0.420
17 - 20	\$0.684	\$0.420
21 - 25	\$0.816	\$0.684
26 - 30	\$0.816	\$0.684
31 - 40	\$0.816	\$0.684
41 - 50	\$0.882	\$0.750
51 - 70	\$0.882	\$0.750
71 and Over	\$0.882	\$0.816

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**RATE SCHEDULE (Cont'd)**

**Schedule A: Long Distance Interexchange Services (Cont'd)**

3. Business Service - AT&T Communications Service Area

Mileage	Day, Evening and Night	
	Initial Minute	Each Add'1 Minute
0 - 12	\$0.00	\$0.00
13 - 16	\$0.15	\$0.15
17 - 20	\$0.15	\$0.15
21 - 25	\$0.15	\$0.15
26 - 30	\$0.15	\$0.15
31 - 40	\$0.15	\$0.15
41 - 50	\$0.15	\$0.15
51 - 70	\$0.15	\$0.15
71 and Over	\$0.15	\$0.15

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**INTEREXCHANGE SERVICES RATE SCHEDULE**

**RATE SCHEDULE (Cont'd)**

**Schedule A: Long Distance Interexchange Services (Cont'd)**

4. Business Service - SureWest Communications Service Area

A. Day

<u>Mileage</u>	<u>Initial Minute</u>	<u>Each Add'l Minute</u>
0 - 12	\$0.000	\$0.000
13 - 16	\$.0767	\$.0471
17 - 20	\$.0767	\$.0471
21 - 25	\$.0916	\$.0767
26 - 30	\$.0916	\$.0767
31 - 40	\$.0916	\$.0767
41 - 50	\$.0990	\$.0842
51 - 70	\$.0990	\$.0842
Over 71	\$.0990	\$.0916

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**RATE SCHEDULE (Cont'd)**

**Schedule A: Long Distance Interexchange Services (Cont'd)**

**4. Business Service - SureWest Communications Service Area (Cont'd)**

**B. Evening**

<u>Mileage</u>	<u>Initial Minute</u>	<u>Each Add'l Minute</u>
0 - 12	\$.000	\$.000
13 - 16	\$.0614	\$.0377
17 - 20	\$.0614	\$.0377
21 - 25	\$.0732	\$.0614
26 - 30	\$.0732	\$.0614
31 - 40	\$.0732	\$.0614
41 - 50	\$.0792	\$.0673
51 - 70	\$.0792	\$.0673
Over 71	\$.0792	\$.0732

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**RATE SCHEDULE (Cont'd)**

**Schedule A: Long Distance Interexchange Services (Cont'd)**

**4. Business Service - SureWest Communications Service Area (Cont'd)**

**C. Night/Weekend**

<u>Mileage</u>	<u>Initial Minute</u>	<u>Each Add'l Minute</u>
0 - 12	\$0.00	\$0.00
13 - 16	\$0.461	\$0.283
17 - 20	\$0.461	\$0.283
21 - 25	\$0.549	\$0.461
26 - 30	\$0.549	\$0.461
31 - 40	\$0.549	\$0.461
41 - 50	\$0.594	\$0.505
51 - 70	\$0.594	\$0.505
71 and Over	\$0.594	\$0.549

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## INTEREXCHANGE SERVICES RATE SCHEDULE

### Rules

#### Rule 1 - Definitions

Certain terms used generally throughout this rate schedule are defined below.

*Advanced Payment:* Part or all of a payment required before the start of service.

*Authorized User:* A person, firm or corporation that is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively.

*Authorized User:* A person, firm or corporation that is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively.

*Common Carrier:* Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate communications by wire or radio between two or more exchanges.

*Company:* Airus, Inc. ("Airus")

*Customer:* The Common Carrier, person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this rate schedule.

*End Office:* With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this rate schedule will be the point of interconnection associated with an NPA-NXX code.

*End User:* A person or entity that subscribes to any Airus service offered and that has been assigned one or more telephone number(s) within a central office code (NPA-NXX) directly assigned to the Company.

**INTEREXCHANGE SERVICES RATE SCHEDULE**

**Rule 1 - Definitions (cont'd)**

*Exchange Telephone Company:* Denotes any individual, partnership, association, joint-stock company, trust, or corporation engaged in providing switched communication within an exchange.

*Individual Case Basis:* A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case.

*Joint User:* A person, firm or corporation that is designated by the Customer as a user of Advanced Communications Service furnished to the Customer and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

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

*Local Exchange Carrier:* The local phone companies, which can be either a Bell Operating Company or an independent company that provides local transmission services.

**INTEREXCHANGE SERVICES RATE SCHEDULE**

**Rule 1 - Definitions (cont'd)**

*Premises:* The space occupied by a Customer or authorized user in a building or buildings.

*Recurring Charges:* The monthly charges to the Customer for services, facilities and equipment which continue to apply for duration of the service.

*Service Commencement Date:* The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this rate schedule, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

*Service Order:* The request for services, either written or electronic, executed by the Customer and the Company in the format devised by the Company. Such a request for service by the Customer and the acceptance of the request by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this rate schedule, but the duration of the service is calculated from the Service Commencement Date.

*Shared:* A facility or equipment system or subsystem that can be used simultaneously by several Customers; or a Customer or any other person authorized by the Customer to use service provided under this rate schedule.

*User:* An Authorized User, Customer, or Joint User at whose Premises the Company furnishes service.

*Wire Center:* A building in which one or more end offices, used for the provision of Exchange Services, are located.

**INTEREXCHANGE SERVICES RATE SCHEDULE**

**Rule 2 - Description of Service**

The Company undertakes to furnish intrastate limited facilities-based and resale interexchange telecommunications service pursuant to the terms of this rate schedule in connection with one-way and/or two-way voice, data and other types of transmissions to business Customers between points within the State of California. The Company is responsible under this rate schedule only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company's network in order to originate or terminate its own services, or to communicate with its own Customers. The services offered under this rate schedule are available only to the extent that services and facilities are available. Services provided hereunder are used by the Customer for the purpose of originating and terminating intrastate communication between points within the State of California to complete an end-to-end intrastate communication. Other services are offered by the Company under other tariffs or, in the case of unregulated services, under contract.

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## INTEREXCHANGE SERVICES RATE SCHEDULE

### Rule 3 - Application for Service

- 3.1 Service is installed by arrangement between Airus and the Customer.
- A. Service may be initiated based on a written or oral agreement between the IEC and the Customer. In either case, prior to the agreement, the Customer will be informed of all rates and charges for the services the Customer desires and any other charges which will appear on the Customer's first bill.
  - B. If the agreement is oral, within 10 days of initiating the service order, the IEC will provide confirmation with a brief description of the services ordered and itemizing all charges which will appear on the Customer's bill. The letter must be in language other than English if the sale was in another language.
  - C. Within 10 days of initiating service, the IEC will state in writing for all new Customers all material terms and conditions that could affect what the Customer pays for telecommunications services provided by the IEC.
  - D. Potential Customers who are denied service for failure to establish credit or pay deposit as described in this rate schedule must be given the reason for the denial in writing within 10 days of service denial.
- 3.2 Authorization for Establishing Service
- A. Solicitations by Airus or its agents of customer authorization for termination of service with an existing carrier and the subsequent transfer must include information regarding the current rates, terms and conditions of service with Airus. Solicitations by Airus, or its agents must conform with California Public Utilities Code Section 2889.5. All solicitations sent by Airus or its agents to customers must be legible and printed in a minimum point size type of at least 10 points.
  - B. Airus will be liable for both the unauthorized termination of service with an existing carrier and the subsequent unauthorized transfer. Airus is responsible for the actions of their agents that solicit unauthorized service termination and transfers. California law requires that any carrier who engages in any unauthorized activity must restore the customer's service to the original carrier without charge to the customer, and reimburse the original carrier for reestablishing service at the tariff rate of the original carrier. All billings

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during the unauthorized service period will be refunded to the customer.

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**Rule 3 - Application for Service** *(cont'd)*

3.3 Cancellation of Application for Service (Cont'd)

- A. When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below. The special charges described in this section will be calculated on a case by case basis.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses, a charge equal to the costs the Company incurred will apply.
- C. The Customer will be responsible for payment of all bills for service furnished until the cancellation date. A termination liability charge applies to early cancellation of a term agreement.
- D. At the expiration of the term specified in each Service Order, service will continue on a month to month basis at the then current rates unless terminated by either party. Any termination will not relieve the Customer of his or her obligation to pay any charges

3.4 Termination Liability:

- A. Unless otherwise specified in individually negotiated contracts, the termination liability for services purchased under a Term Agreement will be equal to the lesser of either:
  - 1) 20% of the balance of the total billing payable during the life of the term, or
  - 2) the difference between the monthly rate for the selected term plan and the monthly rates for the longest term plan that the Customer could have satisfied prior to early discontinuance of service.



**INTEREXCHANGE SERVICES RATE SCHEDULE**

**Rule 4 - Contracts**

- A. Contracts will only be used in special circumstances for Individual Case Basis ("ICB") service offerings or Special Construction. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similar situated Customer. ICB arrangements will be filed in accordance with G.O. 96-A.

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## INTEREXCHANGE SERVICES RATE SCHEDULE

### Rule 5 - Special Information Required on Forms

#### A. Customer Bills

The Company name will be identified on each Customer bill. Each bill will prominently display a toll-free number for service or billing inquiries, together with an address where the Customer may write to the Company. If the Company uses a billing agent, the Company will also include the name of the billing agent it uses. Each bill for telephone service will contain notations concerning the following:

1. When the bill will be paid by the Customer to the Company;
2. Billing detail, including the period of service covered by the bill;
3. Late payment charges and when they will be applied;
4. How the Customer may pay the bill;
5. How to contact the Company with questions about the bill;
6. If a Customer's bill contains charges for interLATA and interstate toll calling billed by the Company on behalf of an interexchange carrier authorized to provide those services then, the bill will include a toll-free number for service or billing inquiries.

Each bill will also include the following statement:

*"This bill is now due and payable; it becomes subject to a late payment charge if not paid within 30 calendar days of the invoice date. Should you have any questions regarding this bill please request an explanation from Your Company Name. "*

*"If you believe you have been incorrectly billed you may file a complaint with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, California. To avoid having service disconnected, payment of the disputed bill should be made "under protest " to the CPUC or payment arrangements should be made agreeable to the Company pending the outcome of the Commission's Consumer Affairs Branch review. The Consumer Affairs Branch will review the basis of the billed amount, communicate the results of its review to the parties and inform you of your recourse to pursue the matter further with the Commission".*

**INTEREXCHANGE SERVICES RATE SCHEDULE**

**Rule 5 - Special Information Required on Forms (cont'd)**

**B. Deposit Receipts**

Each deposit receipt will contain the following provision:

*"This deposit, less the amount of any unpaid bills for service furnished by Your Company Name, will be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the Customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period. "*

**INTEREXCHANGE SERVICES RATE SCHEDULE**

**Rule 6 - Establishment and Reestablishment of Credit**

- A. Each application for service will provide credit information satisfactory to the IEC or pay a deposit. Deposit will not be required if the applicant:
- 1) Provides credit history acceptable to the IEC. Credit information contained in the applicant's account record may, but will not be limited to, account established date, "can-be-reached" number, name of employer, employer's address, Customer's driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit cannot be denied for failure to provide social security number.
  - 2) A cosigner or guarantor may be used providing the cosigner or guarantor has acceptable credit history with the serving IEC or another acceptable local carrier.
  - 3) A IEC cannot refuse a deposit to establish credit for service. However, it may request the deposit to be in cash or other acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit).

**INTEREXCHANGE SERVICES RATE SCHEDULE**

**Rule 7 - Advance Payments and Deposits**

A. Advance Payments:

At the time an application for service is made, an applicant may be required to pay an amount equal to one month's service charges and/or the service connection and/or equipment charges which may be applicable as well as any non recurring charges for any required special construction. The amount of the first month's service is credited to the Customer's account on the first bill rendered. Company may not require advance payments for usage.

B. Deposits:

- 1) The Company may, at its sole discretion, require an applicant or an existing Customer to post a guarantee for the payment of charges as a condition to receiving service or additional services. The Company reserves the right to review an applicant's or a Customer's credit history at any time to determine if a deposit is required.
- 2) Deposits will not be required by the Company based on race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business.
- 3) Deposits will be no greater than twice the estimated average monthly bill for the class of service applied for. In the event Customer requests services in addition to basic service, the average bill will reflect the aggregate services requested by the Customer.
- 4) Deposits will be refunded with interest within 30 days after discontinuance of service or after 12 months of service, whichever comes first. Interest will be added to the deposit using the 3 month commercial paper rate published by the Federal Reserve Board, except under the following conditions: no interest will be given if the Customer has received a minimum of two notices in a 12-month period.

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**Rule 8 - Notices**

Notices provided to the Customer by the Company will be as follows:

**A. Rate Information:**

- 1) Rate information and information regarding the terms and conditions of service will be provided in writing upon request by a current or potential Customer. Notice of major increases in rates will be provided in writing to Customers and postmarked at least 30 days prior to the effective date of the change. No Customer notice will be required for minor rate increases or for rate decrease. Customers will be advised of optional service plans in writing as they become available. In addition, Customers will be advised of changes to the terms and condition of service no later than the company's next periodic billing cycle.
- 2) When a IEC provides information to a consumer which is allegedly in violation of its tariffs, the consumer will have the right to bring a complaint against the IEC.

**B. Discontinuance of Service Notice**

1) Notice by Customers:

Customers are responsible for notifying the IEC of their desire to discontinue service on or before the date of disconnection. Such notice may be either verbal or written.

**INTEREXCHANGE SERVICES RATE SCHEDULE**

**Rule 8 - Notices (cont'd)**

2) Notice by IEC

Notice to disconnect service for nonpayment of bills will be provided in writing by first class mail to the Customer not less than 7 calendar days prior to termination. Each notice will include all of the following information:

- a. The amount that is delinquent.
- b. The date when payment or arrangements for payment are required in order to avoid termination.
- c. The procedure the Customer may use to initiate a complaint or to request an investigation concerning service or charges.
- d. The procedure the Customer may use to request amortization of the unpaid charges.
- e. The telephone number of a representative of the Company who can provide additional information or institute arrangements for payment.
- f. The telephone number of the CAB where the Customer may direct inquiries
- g. Notification that long distance interexchange service may not be discontinued for nonpayment of Category III or other unregulated competitive services.
- h. The name and address of the Customer whose account is delinquent.

C. Regarding Change in Ownership or Identity

The Company will notify Customers in writing of a change in ownership or identity of the Company on the Customer's next monthly billing invoice.

D. Rules for IEC Notices

Notices the Company sends to Customers, or to the Commission, will be a legible size and printed in a minimum point size of ten (10) and are deemed made on the Date of Presentation.

**INTEREXCHANGE SERVICES RATE SCHEDULE**

**Rule 9 - Prorating of Bills**

- A. Any prorated bill will use a thirty-day (30-day) month to calculate the pro-rata amount. Prorating will apply to recurring charges only; all non-recurring and usage charges incurred during the billing period will be billed in addition to the prorated amounts.

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**INTEREXCHANGE SERVICES RATE SCHEDULE**

**Rule 10 - Rendering and Payments of Bills**

- A. The Customer is responsible for payment of all charges for service furnished to the User. Bills are due and payable on the date of presentation.
- B. Bills may be paid by mail or in person at the business office of the Company or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payments may be made by cash, check, money order, or cashier's check.
- C. The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full within fifteen (15) days of the due date specified on the billing invoice may be considered delinquent and subject to a late fee of 1.5% of the net total of the bill. The late payment date will be prominently displayed on the Customer's bill and will be at least fifteen (15) days after the Date of Presentation on the billing envelope.
- D. If a Customer's service has been discontinued within the past 12 months or if the Customer incurs usage charges during a billing period which are equal to at least 200% of the amount of the Customer deposit or guarantee, payment may be demanded for the usage charges by a telephone call to the Customer followed by a written notification of such demand sent by first class mail. If the requested payment is not made within 7 days from the rendition of written notification or a mutually established late payment arrangement date or 30 days from the date of the bill, the usage charge will be deemed delinquent. Charges considered delinquent may be subject to a late fee of 1.5% per month of the bill remained unpaid. This amount will be assessed from the date payment was due.
- E. The Company will credit payments within twenty-four (24) hours of receipt.
- F. Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately thirty (30) days in length.

**INTEREXCHANGE SERVICES RATE SCHEDULE**

**Rule 10 - Rendering and Payments of Bills** (*cont'd*)

- G. A bill will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, with the following exception: collect calls, credit card calls, third party billed calls, "error file" (calls which cannot be billed due to the unavailability of complete billing information to the Company). An additional exception for backbilling is permitted for a period of one and one-half years in cases involving toll fraud.
- H. Any objections to bill over-charged must be reported to the Company or its billing agent within three years after receipt of bill. Adjustments to the Customer's bill will be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

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**INTEREXCHANGE SERVICES RATE SCHEDULE**

**Rule 11 - Disputed Bills Procedure**

- A. In the case of a dispute between a Customer and the Company as to the correct amount of a bill, which cannot be adjusted with mutual satisfaction, the Customer may make the following arrangements:
- 1) The Customer may make a request, and the Company will comply with the request, for an investigation and review of the disputed amount.
  - 2) The undisputed portion of the bill must be paid by the Due By Date shown on the bill or the service will be subject to disconnection if the Company has notified the Customer by written notice of impending termination.
  - 3) If there is still disagreement after the investigation and review by a manager of the Company, the Customer may appeal to the California Public Utilities Commission's Consumer Affairs Branch ("CAB") for its investigation and decision. To avoid disconnection of service, the Customer must submit the claim and, if the bill has not been paid, deposit the amount in dispute with CAB within seven (7) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such deposit 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.
  - 4) The Company may not disconnect the Customer's service for nonpayment as long as the Customer complies with (B) and (C) above.
  - 5) The Company will respond to CAB's requests for information within ten (10) business days.
  - 6) CAB will review the disputed claim, communicate the result of its review to the Customer and Company and make disbursement of the deposited amount.

**INTEREXCHANGE SERVICES RATE SCHEDULE**

**Rule 11- Disputed Bills Procedure** *(cont'd)*

7) After the investigation and review are completed by the Company as noted in (A) above, if the Customer elects not to deposit the amount in dispute with CAB, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within seven (7) calendar days after the date the Company notifies the 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.

8) The CPUC address:

California Public Utilities Commission  
Consumer Affairs Branch  
505 Van Ness Avenue  
San Francisco, CA 94102

(415) 703-4973

**INTEREXCHANGE SERVICES RATE SCHEDULE**

**Rule 12 - Discontinuation and Restoration of Service**

- A. Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of termination. Such notice may be either in writing or verbal. Customers remain responsible for payment of all bills for services furnished.
- B. The Company may terminate service, with at least seven (7) days written notice sent to the Customer via U.S. First Class Mail, for non-payment of bills.
- C. Termination will not occur unless payment has not been made to the Company by the due date specified on the Customer's billing invoice, which will be at least fifteen (15) days after the Date of Presentation on the billing envelope.
- D. Service may be discontinued for nonpayment of bills provided notice of the proposed discontinuance is provided pursuant to Rule 813(2) of this rate schedule.
- E. Service will not be initially terminated on any Saturday, Sunday, legal holiday or any other day the Company's service representatives are not available to serve Customers.
- F. The Company may terminate service, with at least seven (7) days' written notice to the Customer, for non-compliance with Commission regulations, for failure of the Customer to adhere to contractual obligations, and for failure of the Customer to permit the Company to have reasonable access to its equipment.
- G. The Company may terminate service without notice in the event of any of the following occurrences: hazardous conditions on the Customer's premises; the Customer's maintaining and/or operating its own equipment in such a manner as to adversely affect the Company's equipment or service to others; Customer tampering with the Company's equipment; the Customer's unauthorized or illegal use of the Company's service or equipment; or the acts of the Customer are such as to indicate intention to defraud the Company (including fraudulently placing and receiving Calls and/or providing false credit information) .
- H. For residence services disconnected for nonpayment, the Company must continue to provide access to 911 services to the Customer.

**INTEREXCHANGE SERVICES RATE SCHEDULE**

**Rule 12 - Discontinuation and Restoration of Service** (*cont'd*)

- I. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court cost and attorneys fees as determined by CPUC or by the court.
- J. Service will not be discontinued for nonpayment of Category III services, as defined by the CPUC.
- K. If a Customer cancels his or her order for service before the service begins, a charge equal to the greater of \$25.00 or the actual costs incurred by the Company in provisioning the service prior to the cancellation will be levied upon the Customer. However, no charge will be levied if a Customer cancels his or her service within three (3) days or the date the order was placed in writing or within three (3) days of the date of the Company's confirmation. No cancellation charge applies to orders cancelled due to delays in installation that are caused by the Company that are (7) days past the promised due date. The Customer will be informed of the cancellation charge at the time the order is placed.

L. Restoration of Service

The Customer may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a \$35.00 charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, a complete activation fee will apply.

**INTEREXCHANGE SERVICES RATE SCHEDULE**

**Rule 13 - Request for Old Bill**

- A. The Company will charge a processing fee to a Customer who requests a copy of a bill that has already been issued to such Customer, unless the Customer informs the Company within 15 days of the issuance of the bill that the original bill was not received. If a Customer or the Customer's representative thereafter requests additional copies of bills, the following fees will apply:

Bills dated within 90 days prior to receipt of request                      \$1.00 per bill

Bills dated more than 90 days but less than 12 months                      \$5.00 per bill

Bills dated more than 12 months but less than 48 months      \$20.00 per bill

The Company will not provide a second copy of a bill that is more than 48 months old.

**INTEREXCHANGE SERVICES RATE SCHEDULE**

**Rule 14 - Temporary Service**

- A. Conditions precedent to rendering temporary service or service to speculative projects will be developed on an Individual Case Basis. The Company will not provide temporary service or service to speculative projects unless in its judgment such service provision is consistent with the best interests of the Company and its Customers.

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**INTEREXCHANGE SERVICES RATE SCHEDULE**

**Rule 15 - Continuity of Service**

A. The Company will not provide a credit allowance for interruption of service caused by the Customer's facilities, equipment, or systems.

B. Credit Allowance for Interruptions

- 1) For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- 2) An interruption credit allowance is determined by (I) calculating the Average Station Value for one full day (Average Station Value divided by 30 days) (II) multiplying the result of (I) by the "credit" as specified following then (III) multiplying the result of (II) by the number of stations affected.

Interruption of 24 Hours or Less -

<u>Length of Service Interruption</u>	<u>Credit</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 day
3 hours up to but not including 6 hours	1/5 day
6 hours up to but not including 9 hours	2/5 day
9 hours up to but not including 12 hours	3/5 day
12 hours up to but not including 15 hours	4/5 day
15 hours up to 24 hours inclusive	One day

- 3) Two or more interruptions of 30 minutes or more during any period up to but not including 3 hours, will be considered as an interruption.

**INTEREXCHANGE SERVICES RATE SCHEDULE**

**Rule 15 - Continuity of Service** (*cont'd*)

4) Interruptions Over 24 Hours and less than 72 hours:

Credit will be allowed in 1/5 day multiples for each 3 hour period of interruption or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

5) Interruption Over 72 hours:

Credit will be allowed in 2 day multiples for each full 24 hour period of interruption or fraction thereof. No more than 30 day's credit will be allowed for any period of 1 month.

**INTEREXCHANGE SERVICES RATE SCHEDULE**

**Rule 15 - Continuity of Service** (*cont'd*)

C. Limitation on Allowances

No credit allowance will be made for:

- 1) Interruptions due to the negligence of, or noncompliance with the provisions of this rate schedule by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company.
- 2) Interruption due to the failure or malfunction of non-Company equipment.
- 3) Interruptions of service during any period in which the Company is not given access to the premises for the purpose of investigating and correcting interruptions.
- 4) Interruptions of service during any period when the Customer, authorized user, or joint user has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements.
- 5) Interruption of service due to circumstances or causes beyond the control of the Company.

**INTEREXCHANGE SERVICES RATE SCHEDULE**

**Rule 16 - Service Connection and Facilities on Customers' Premises**

- A. If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- B. The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- C. The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.
- D. The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises.

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## INTEREXCHANGE SERVICES RATE SCHEDULE

### Rule 17 - Measurement of Service

- A. Where the charges for service are specified based upon distance, the following rules apply:

Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Except that, until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4 is revised to include certain Company wire centers, the airline distance will be determined utilizing the applicable "V" (vertical) and "H" (horizontal) coordinates on an individual case basis.

The airline distance between any two wire centers is determined as follows:

- 1) Obtain the "V" and "H" coordinates for each wire center from the above-referenced NECA tariff.
- 2) Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
- 3) Square each difference obtained in step (2) above.
- 4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
- 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- 6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
- 7) Formula:

$$\text{square root of } (1/10 \text{ times } (V1 - V2)^2 + (H1 - H2)^2)$$

**INTEREXCHANGE SERVICES RATE SCHEDULE**

**Rule 18 - Limitation of Liability**

- A. The Company concurs in the Limitations of Liability as filed in the Pacific Bell Tariff California P.U.C. No. A2, as amended.
- B. The Company shall be indemnified and held harmless by any subscriber, user or by any other entity against claims for libel, slander or the infringement of copyright arising from the material transmitted over its services; and against all other claims arising out of any act or omission of a subscriber or of any other entity in connection with the services provided by the Company.
- C. The Company is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the services of the Company.
- D.. The Company shall not be liable for any personal injury, or death of any person or person, and for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its services, whatever shall be the cause which is not the direct result of the Company's gross negligence or willful misconduct.
- E.. Except as otherwise provided herein, no liability for indirect, incidental or consequential damages shall attach to the Company, its agents, servants or employees, for damages or costs arising from errors, mistakes, omissions, interruptions, failures, delays, or defects or malfunctions of equipment or facilities, in the course of establishing, furnishing, maintaining, rearranging, moving, terminating, or changing the service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the customer or users of the service or facilities) in the absence of willful and wanton conduct or gross negligence, whether a claim for such liability is premised upon breach of contract, breach of warranty, fulfillment of warranty, negligence, strict liability, misrepresentation, fraud, or any other theories of liability.

**INTEREXCHANGE SERVICES RATE SCHEDULE**

**Rule 18 - Limitation of Liability (Cont'd.)**

- F. The Company shall not be liable for any failure of performance due to causes beyond its control, including, without limitation, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other telecommunications carriers or service providers, and any law, order, regulation or other action of any governing authority or agency thereof.
- G. The Company shall not be liable to a customer or service user or any other person, firm, entity, for any failure to perform its obligations under this Schedule due to any cause or causes beyond its reasonable control, which is not the direct result of the Company's gross negligence or willful misconduct.
- H. The remedies set forth herein shall not be exclusive and the Company at all times shall be entitled to all rights available to it under either law or equity.

**INTEREXCHANGE SERVICES RATE SCHEDULE**

**Rule 19 - Use of Service**

- A. Service may be used by the Customer for any lawful purpose for which the service is technically suited.
- B. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All rights, title and interest to such items remain, at all times, solely with the Company.
- C. Any service provided under this Rate schedule may be resold to or shared (jointly used) with other persons at the Customer's option. Service may only be resold or shared in accordance with the provisions of the specific service. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Rate schedule, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its Customers that a portion of its service is provided by the Company, but the Customer will not represent that the Company jointly participates with the Customer in the provision of the service.
- D. Any individual or company who uses or receives service from the Company, other than the provisions of an accepted application for service and a current Customer relationship, will be liable for the cost of the services received and may be liable for reasonable court costs and attorney fees as determined by the CPUC or the court.
- E. The Company's equipment, apparatus, channels and lines will be carefully used. Equipment furnished by the Company will remain its property and will be returned to the Company whenever requested, within a reasonable period following the request, in good condition.



**INTEREXCHANGE SERVICES RATE SCHEDULE**

**Rule 19- Use of Service** *(cont'd)*

F. Unauthorized Use

- 1) Service will not be used to make unlawful expression, to impersonate another person with fraudulent or malicious intent, or to call another so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten, or harass.
- 2) Service will not be used for any purpose in violation of law.

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**INTEREXCHANGE SERVICES RATE SCHEDULE**

**Rule 20 - Responsibility of the Customer**

- A. The Customer is responsible for placing any necessary orders, complying with rate schedule regulations and assuring that Users comply with rate schedule regulations. The Customer will ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User. The Customer also is responsible for the payment of charges for all Calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- B. Except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, the Customer agrees to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer or others. The non-prevailing party may be liable for reasonable court costs and attorney fees as determined by the CPUC and by the Court.

**INTEREXCHANGE SERVICES RATE SCHEDULE**

**Rule 21 - Special Construction**

A. Basis for Charges

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

- 1) nonrecurring charges;
- 2) recurring charges
- 3) termination liabilities; or
- 4) combination of (1), (2) and (3)

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

- 1) The period on which the termination liability is based is the estimated service life of the facilities provided.

**INTEREXCHANGE SERVICES RATE SCHEDULE**

**Rule 22 - Non-routine Installation and/or Maintenance**

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

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**INTEREXCHANGE SERVICES RATE SCHEDULE**

**Rule 23 - Individual Case Basis (ICB) Arrangement**

- A. Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer for service which vary from rate schedule arrangements. Rates quoted in response to such requests may be different for rate schedule service than those specified for such service in the Rate Attachment. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers. ICB arrangements will be filed pursuant to CPUC rules in G.O. 96-A.

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**INTEREXCHANGE SERVICES RATE SCHEDULE**

**Rule 24 - Change of Service Providers**

**A. Solicitation of Customer Authorization for Service Termination and Transfer**

Solicitations by Airus or its agents of customer authorization for termination of service with an existing carrier and the subsequent transfer must include information regarding the current rates, terms and conditions of service with Airus. Solicitations by Airus, or its agents must conform with California Public Utilities Code Section 2889.5. All solicitations sent by Airus or its agents to customers must be legible and printed in a minimum point size type of at least 10 points.

**B. Unauthorized Service Termination and Transfer ("Slamming")**

Airus will be liable for both the unauthorized termination of service with an existing carrier and the subsequent unauthorized transfer. Airus is responsible for the actions of their agents that solicit unauthorized service termination and transfers. California law requires that any carrier who engages in any unauthorized activity must restore the customer's service to the original carrier without charge to the customer, and reimburse the original carrier for reestablishing service at the tariff rate of the original carrier. All billings during the unauthorized service period will be refunded to the customer.

**INTEREXCHANGE SERVICES RATE SCHEDULE**

**Rule 25 - Privacy**

- A. The release by the Company of non-public Customer information is restricted by the decisions and regulations promulgated by the CPUC as well as the California Public Utilities Code, specifically Decision 92860, as modified, and Public Utilities Code Sections 2891, 2891.1, and 2893. For each new Customer, and on an annual basis for continuing Customers, Company will provide in writing a description of how the carrier handles the Customer's private information and a disclosure of any ways that such information might be used or transferred that would not be obvious to the Customer. IECs are subject to the credit information and calling record privacy rules set forth in Appendix B of Decision nos. 92860 and 93361, except as modified by Decision Nos. 8306-066, 83-06-073, and 83-09-061.
- B. Furthermore, the Company may have occasion to sell or license lists of its residential Customers. In the event that the Company does provide such information to third parties, such lists will not include the telephone numbers of any Customer assigned an unlisted or unpublished number without the Customer's written permission.
- C. Notwithstanding the above, there are instances where the Company may be required to release certain non-public Customer information without first notifying the Customer and obtaining written consent. Consistent with the California Public Utilities Code, the Company will provide required Customer information to an emergency agency responding to a 911 call, or other call communicating an imminent threat to life or property, to a law enforcement agency in response to lawful process, to a collection agency for the purpose of collecting unpaid debts, to the CPUC pursuant to its jurisdiction, to other telephone companies, including local and long distance carriers, as necessary to provide telephone service within or between service areas, to the Federal Communications Commission or the CPUC in response to orders regarding the provision of services over the Company's facilities by parties other than the Company. In addition, except for Customers subscribing to non-published number, the Company will release information that is customarily provided in a subscriber directory or through directory assistance services. Finally, the Company may provide the names and addresses of Customers subscribing to Lifeline service to other certified California utilities for use in outreach programs directed towards low-income subscribers.

**INTEREXCHANGE SERVICES RATE SCHEDULE**

**Rule 25 - Privacy (cont'd)**

Appendix B of CPUC Decision 93361, as modified by subsequent decisions, sets forth the privacy rules for credit information and calling records. This Appendix is reprinted below in its entirety.

**APPENDIX "B"**

*Release of Credit Information and Calling Records*

**A**     *Definitions*

1.     *Credit Information*

*A subscriber's credit information is the information contained in the subscriber's utility account record, including but not limited to: account established date, "can-be-reached" number, name of employer, employer's address, subscriber's social security and/or driver's license number, billing name, location of previous service. Not included in subscriber credit information for purposes of these rules are: non-published subscriber information, or subscriber's name, address, and telephone number as listed in the telephone directory.*

2.     *Calling Records*

*Calling records are the records of calls made from a subscriber's telephone no matter how recorded and regardless of whether such information appears in the subscriber's monthly telephone service bill. Toll records and pen registers are examples of calling records.*

**B.**     *Release of Subscriber Credit Information and Calling Records*

*A subscriber's credit information and/or calling records will be released by a telephone utility only under the following circumstances:*

1. *Upon receipt of a search warrant obtained pursuant to California or federal law; or*
2. *Upon making a return to a subpoena or subpoena duces tecum, when in fact authorized by a state or federal judge to divulge the information or records.*
3. *In the case of civil or administrative subpoenas, upon notifying the subscriber that a subpoena has issued and affording that subscriber at least ten days to move to quash the subpoena; or*
4. *Upon receiving permission of the subscriber to release the information.*



**INTEREXCHANGE SERVICES RATE SCHEDULE**

**Rule 25 - Privacy (cont'd)**

*C. Notification to the Subscriber*

- 1. Except as provided below, the subscriber whose credit information or calling records are requested by judicial subpoena or search warrant will be notified by the utility by telephone the same day that the subpoena or search warrant is received (only one attempt by telephone is necessary) Telephone notification, whether successful or not, will be followed by written notification within twenty-four hours after the receipt of the subpoena or warrant.*
- 2. Both oral and written notification will state that a judicial subpoena or search warrant was received for credit information or calling records for the specified dates and telephones numbers, and provide the name of the agency making the request.*

*D. Deferral of Notification*

- 1. Notification to the subscriber will be deferred, and no disclosure made for a period of 90 days if there is a certification for nondisclosure in the body of a subpoena or search warrant. The certification for nondisclosure must contain a statement that there is probable cause to believe notification to the subscriber would impede the investigation of an offense pursuant to which the subpoena or warrant was issued. Upon making return to the court to a subpoena, the telephone utility will request instruction from the court whether it should notify the subscriber of its receipt of the subpoena before divulging the information or records requested.*
- 2. The 90-day period can be extended for successive 90-day periods upon anew written certification in each instance that there is probable cause to believe notification to the subscriber would impeded the investigation of an offense pursuant to which the subpoena or warrant was issued.*
- 3. Successive new written certifications will be made by the individual who procured the issuance of the subpoena or warrant or, if that person is unavailable, be another member of the authorized agency who also certifies that he or she has been assigned to handle the matter for which the credit information or calling records has been obtained.*

**INTEREXCHANGE SERVICES RATE SCHEDULE**

**Rule 25 - Privacy (cont'd)**

4. *Within five working days of the expiration of any outstanding certification, or any renewal of such certification, the deferred notification will be given in writing to the subscriber in accordance with (C) above.*

*E. Exception to Procedure for Release or Credit and Calling Records*

1. *The procedure set forth above does not apply where the requester is a collection agency working for the utility on the subscriber's account or is an independent telephone company or Bell Company.*

*F. Retention of Records*

1. *Records of request for credit information and calling records, other than from a utility's employees, will be retained for a period of at least one year from the date on which the subscriber is notified in writing of the request. A copy of the letter of notification which was sent to the subscriber will also be retained for a like period of one year.*

## INTEREXCHANGE SERVICES RATE SCHEDULE

### **Rule 26 - Legal Requirements for Refusal or Discontinuance of Service**

California Public Utilities Commission's Decision No. 91188, in Case No. 4930, requires that each communications utility, operating under the jurisdiction of the Commission, include the provisions of the rule set forth in Appendix "B" of that decision as a part of the rules in the Utility's tariff schedules. Accordingly, Appendix "B" of Decision No. 91188, Case No. 4930, is quoted herein:

#### *"Appendix B "*

1. *Any communications utility operating under the jurisdiction of this Commission will refuse service to a new applicant and will disconnect existing service to a Customer upon receipt from any authorized official of a law enforcement agency of a writing, signed by a magistrate, as defined by Penal Code Sections 807 and 808, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law. Included in the magistrate's writing will be a finding that there is probable cause to believe not only that the subject telephone facilities have been or are to be used in the commission or facilitation of illegal acts, but that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result.*
2. *Any person aggrieved by any action taken or threatened to be taken pursuant to this rule will have the right to file a complaint with the Commission and may include therein a request for interim relief. The Commission will schedule a public hearing on the complaint to be held within 20 calendar days of the filing of the complaint. The remedy provided by this rule will be exclusive. No other action at law or in equity will accrue against any communications utility because of, or as a result of, any matter or thing done or threatened to be done pursuant to the provisions of this rule.*
3. *If communications facilities have been physically disconnected by law enforcement officials at the premises where located, without central office disconnection, and if there is not presented to the communications utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the subscriber the communications utility will promptly restore such service.*

**INTEREXCHANGE SERVICES RATE SCHEDULE**

**Rule 26 - Legal Requirement for Refusal or Discontinuation of Service** *(cont'd)*

4. *Any concerned law enforcement agency will have the right to Commission notice of any hearing held by the Commission pursuant to paragraph 2 of this rule, and will have the right to participate therein, including the right to present evidence and argument and to present and cross-examine witnesses. Such law enforcement agency will be entitled to receive copies of all notices and orders issued in such proceeding and will have both:*
  - (1) *the burden of proving that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law, and that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result and*
  - (2) *the burden of persuading the Commission that the service should be refused or should not be restored.*
  
5. *The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule will notify the applicant or subscriber in writing that such refusal or disconnection has been made pursuant to a request by a law enforcement agency, naming the agency, and will include with said notice a copy of this rule together with a statement that the applicant or subscriber may request information and assistance from the Commission at its San Francisco or Los Angeles office concerning any provision of this rule.*

**INTEREXCHANGE SERVICES RATE SCHEDULE**

**Rule 26 - Legal Requirement for Refusal or Discontinuance of Service** *(cont'd)*

6. *At the expiration of fifteen days after refusal or disconnection of service pursuant to paragraph 1 of this rule the utility, upon written request of the applicant or subscriber, will provide or restore such service unless the law enforcement agency concerned will have notified the utility in writing of its objection to such provision or restoration of service, in which event service may be provided or restored only in a complaint proceeding pursuant to paragraph 2 of this rule. At the time of giving any such notice of objection, the law enforcement agency will mail or deliver a copy thereof to the applicant or subscriber.*

*Nothing in this paragraph will be construed to preclude the granting of interim relief in a proceeding initiated pursuant to paragraph 2 of this rule.*

7. *Each contract for communications service, by operation of law, will be deemed to contain the provisions of this rule. Such provisions will be deemed to be apart of any application for communications service. Applicants for service will be deemed to have consented to the provisions of this rule as a consideration for the furnishing of such service.*
8. *The term 'person', as used herein, includes a subscriber to communications service, an applicant for such service, a corporation, a company, a co-partnership, an association, a political subdivision, a public officer, a governmental agency, and an individual.*
9. *The term 'communications utility', as used herein, includes a 'telephone corporation' and a 'telegraph corporation', as defined in Division 1 of the California Public Utilities Code.*

**INTEREXCHANGE SERVICES RATE SCHEDULE**

**Promotions**

- A. From time to time, the Company may offer services or waive or vary service rates for promotional, market research or other similar business purposes. Each promotional offering must be tariffed before it is offered to Customers and filed according to General Order 96-A.

Issued: 04/14/14  
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Issued by:

Decision 10-02-020

Vice President Regulatory Affairs

**INTEREXCHANGE SERVICES RATE SCHEDULE**

**SAMPLE FORMS**

**Individual Case Basis Agreement**

This Individual Case Basis (ICB) Service Agreement ("Agreement") is between Airus, Inc., a Delaware corporation, or its assigns, ("Airus") at 840 South Canal Street, 7<sup>th</sup> Floor, Chicago, IL 60607, and \_\_\_\_\_ herein called "Customer", whose address is \_\_\_\_\_

This Agreement is effective when signed by both the parties and subsequently approved by the California Public Utilities Commission ("CPUC") or Federal Communications Commission ("FCC"), as appropriate.

**1. SERVICE TERM**

The Service Term begins on the date the Service is installed, but in no event prior to the receipt of the required approval of the CPUC or FCC. Following the expiration of the term, the Agreement will continue on a month-to-month basis, upon the terms and conditions and pricing then in effect and specified in the applicable tariff(s).

**2. SERVICE**

(a) Service Type and Quantity (check all that apply)

(b) ICB Arrangement (specific ICB rates must be listed): \_\_\_\_\_

(c) The telecommunications services offered by Airus under this Agreement are offered pursuant to Airus' tariffs, which are filed with the CPUC for intrastate services and with the FCC for interstate services. The services provided hereunder are offered under, and pursuant to, the pricing, terms, conditions and limitations as set forth in such tariffs. Customer agrees to abide by and be bound by the terms and conditions and applicable nonrecurring and monthly recurring charges of said tariffs and said tariffs are fully incorporated herein. The tariffs are available for review at Airus' offices. For services that are not tariffed, the terms and conditions of this Agreement will govern, except that, for services provided hereunder that are also offered under one or more tariffs, in the event of a conflict between this Agreement and such tariff, the tariff will control.

(d) This Agreement will at all times be subject to such changes and modifications by the CPUC and the FCC, as said Commissions may, from time to time, direct in the exercise of their appropriate jurisdiction.

**TERMS AND CONDITIONS CONTINUE ON REVERSE**

By signing this form, I agree to pay all charges incurred on my account, including any applicable federal state or local use, excise, sales, privilege taxes, duties or similar liabilities by the stated due date and to adhere to all of the terms and conditions set forth in this agreement. Further, I represent that I am authorized to approve and accept the responsibility of the terms and conditions herein.

**AIRUS, INC**

**CUSTOMER:**  
**Company / Organization Name**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**INTEREXCHANGE SERVICES RATE SCHEDULE**

**SAMPLE FORMS (CONT'D)  
SAMPLE INVOICE**

**INVOICE DATE:**

**Billing Period:**

**Account Number:**

**Account Status:**

**Page:**

**Invoice:**

**Due Date:**

Payment is due \_\_\_ days from Invoice Date.

**TO:**

**WIRE SAMPLE CUSTOMER**

**ADDRESS**

**CITY, ST ZIP**

**PLEASE REMIT PAYMENT VIA  
BANK**

**ROUTING AND TRANSIT #:**

**ACCOUNT: Airus, Inc.**

**ACCOUNT #:**

**REFERENCE INVOICE:**

Please submit any billing inquiries to [regulatory@airustel.com](mailto:regulatory@airustel.com)

<b>PREVIOUS BALANCE</b>	<b>\$</b>
<b>Minus Payments (See Transaction Summary)</b>	<b>\$</b>
<b>Credits/Debits (See Transaction Summary)</b>	<b>\$</b>
<b>TOTAL PAYMENTS/CREDITS/DEBITS</b>	<b>\$</b>
<b>Past Due Balance Forward – Please Pay Now</b>	<b>\$</b>
<b>Usage Charges</b>	<b>\$</b>
<b>Directory Assistance Charges</b>	<b>\$</b>
<b>Other Charges</b>	<b>\$</b>
<b>Late Fees</b>	<b>\$</b>
<b>TOTAL CURRENT CHARGES DUE BY _____</b>	<b>\$</b>
<b>TOTAL ACCOUNT BALANCE</b>	<b>\$</b>

Please separate this part and send with your payment

**SAMPLE CUSTOMER**

**ADDRESS**

**CITY, ST ZIP**

**Invoice:**

**Closing Date:**

**Balance to be Paid:**

**Amount Paid \_\_\_\_\_**



**INTEREXCHANGE SERVICES RATE SCHEDULE**

**SAMPLE FORMS (CONT'D)  
SAMPLE INVOICE (CONT'D)**

**INVOICE DATE:**

**Billing Period:**

**Account Number:**

**Account Status:**

**Page:**

**Invoice:**

**Due Date:**

**Payment is due \_\_\_ days from Invoice Date.**

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**TRANSACTION SUMMARY ANALYSIS**

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<b>Date</b>	<b>WTN</b>	<b>Description</b>	<b>Amount</b>
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**Account Number :**

**Payments and Adjustments**

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<b>DATE</b>	<b>PAYMENT BY WIRE</b>	<b>\$</b>
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*"This bill is now due and payable; it becomes subject to a late payment charge if not paid within 30 calendar days of the invoice date. Should you have any questions regarding this bill please request an explanation from Your Company Name. "*

*"If you believe you have been incorrectly billed you may file a complaint with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, California. To avoid having service disconnected, payment of the disputed bill should be made "under protest" to the CPUC or payment arrangements should be made agreeable to the Company pending the outcome of the Commission's Consumer Affairs Branch review. The Consumer Affairs Branch will review the basis of the billed amount, communicate the results of its review to the parties and inform you of your recourse to pursue the matter further with the Commission".*

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Decision 10-02-020

Vice President Regulatory Affairs

**INTEREXCHANGE SERVICES RATE SCHEDULE**

**SAMPLE FORMS (CONT'D)  
SAMPLE INVOICE (CONT'D)**

**INVOICE DATE:**

**Billing Period:**

**Account Number:**

**Account Status:**

**Page:**

**Invoice:**

**Due Date:**

**Payment is due \_\_\_ days from Invoice Date.**

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**USAGE ANALYSIS**

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<b>CODE</b>	<b>NUMBER</b>	<b>MINUTES</b>	<b>AMOUNT</b>
<b>EXAMPLE</b>	<b>10</b>	<b>100</b>	<b>\$</b>
<hr/>			
<b>GRAND TOTAL</b>	<b>10</b>	<b>100</b>	<b>\$</b>

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**PLEASE REMIT PAYMENT VIA WIRE TO:**

**BANK**

**ROUTING AND TRANSIT #:**

**ACCOUNT:** Airus, Inc.

**ACCOUNT #:**

**SWIFT CODE:**

**REFERENCE INVOICE:**

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**Please submit any billing inquiries to [regulatory@airustel.com](mailto:regulatory@airustel.com)**

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**INTEREXCHANGE SERVICES RATE SCHEDULE**

**SAMPLE FORMS (CONT'D)**

**Sample Customer Notice of Discontinuance of Service for Non-Payment of Bills**

(date)

Customer Name

Customer Address Customer telephone number and/or account number

Dear (Customer):

Our records indicate that the subject account remains past due. We request payment in the amount of \$(amount) be received in our office no later than (date). On (date plus 7 days) a disconnect order will be submitted to our order cancellation department if payment has not been received by that time. If your service is disconnected, you will be required to pay a deposit equal to two months' usage, in addition to reconnect charges of (reconnect amount). Your local service will not be disconnected for non-payment of any charges for unregulated telecommunications services that may be included in the amount shown above.

To prevent an interruption in service and to avoid the additional charges **PLEASE MAIL YOUR PAYMENT TODAY** to:

Accounts Payable  
Airus, Inc.  
Address

If you believe that the amount now overdue was billed in error, Airus will investigate the disputed amount upon written request. If, after investigation and review by Airus, there is still disagreement over the amount due, you may appeal the dispute to the Consumer Affairs Branch of the California Public Utilities Commission, 505 Van Ness Avenue, San Francisco, CA 94102, 1-800-649-7570.

If you have any questions regarding the amount due or wish to make arrangements for payment, please contact your Airus representative at 1-312-878-4162.

(Service Representative)  
Airus, Inc.