

Tariff Schedule Applicable to
Resold and Facilities-Based
Competitive Local Exchange Services

Furnished by

Airus, Inc.

Between Points Within the State of New Mexico

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service for telecommunications services provided by Airus, Inc. with principal offices at 840 South Canal St., 7th floor, Chicago, IL 60607. This tariff applies for services furnished within the State of New Mexico. This tariff is on file with the New Mexico Public Regulation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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CHECK SHEET

The sheets of this tariff inclusive herein are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>Page</u>	<u>Number of Revision</u>	<u>Page</u>	<u>Number of Revision</u>
1	Original	28	Original
2	Original	29	Original
3	Original	30	Original
4	Original	31	Original
5	Original	32	Original
6	Original	33	Original
7	Original	34	Original
8	Original	35	Original
9	Original	36	Original
10	Original	37	Original
11	Original	38	Original
12	Original	39	Original
13	Original	40	Original
14	Original	41	Original
15	Original	42	Original
16	Original	43	Original
17	Original	44	Original
18	Original	45	Original
19	Original	46	Original
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		

 Issued: April 28, 2014

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Table of Contents

Title Sheet	
Check Sheet	1
Table Of Contents.....	2
Explanation of Symbols Sheet	3
Tariff Format	4
Section 1. – Technical Terms and Abbreviations.....	5
Section 2. – Rules and Regulations	9
Section 3. – Description of Services	40
Section 4. – Rates and Charges	43

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Explanation of Symbols

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (T) – To signify a change in text but no change in rate

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TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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Section 1. TECHNICAL TERMS AND ABBREVIATIONS

“Access Line” refers to a dial tone line that provides local exchange service from a LEC’s switching equipment to a point of termination at the customer’s network interface.

“Applicant” refers to an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

“Business Hours” refers to the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays

“Company” refers to Airus, Inc.

“Competitive Local Exchange Carrier (CLEC)” refers to a telecommunications company that provides competitive local exchange service in its service area and is not an ILEC.

“Commission” or “PRC” refers to the New Mexico Public Regulation Commission.

“Complaint” refers to an oral or written expression of dissatisfaction with the telecommunications Company’s charges or services (including a request for repair) made to a carrier by or on behalf of a customer.

“Completed call” is a call which the Company’s network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

“Customer” refers to the firm, company, corporation, or other entity that contracts for service under this tariff and that is responsible for the payment of charges as well as compliance with the Company’s regulations pursuant to this tariff.

“Delinquent or Delinquency” refers to an account for which payment has not been paid in full on or before the last day for timely payment.

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Section 1. TECHNICAL TERMS AND ABBREVIATIONS(Cont'd)

“Discontinuance” refers to the intentional cessation of basic local exchange service by the Company.

“Discretionary Service” refers to voice mail, custom calling services, including but not limited to caller ID, three way calling, call forwarding, all return, or any similar service that is not part of the Customer’s basic local exchange service.

“End User” refers to a customer of telecommunications service who is not a telecommunications carrier.

“Extended Area Service (EAS)” refers to a switching and trunking arrangement which provides for non-optional, unlimited, two-way, flat rate calling service between two or more telephone exchanges, provided at either the applicable local exchange rate or the applicable local exchange rate plus an EAS increment rather than at the toll message rate.

“Facilities-based” refers to a telecommunications provider that provides services using its own or leased facilities.

“Facility or Facilities” refer to lines, conduits, ducts, poles, wires, cables, cross-arms, receivers, transmitters, instruments, machines, appliances, instrumentalities and all devices, real estate, easements, apparatus, property and routes used, operated, owned or controlled by a telecommunications company to facilitate the provision of telecommunications service.

“Local Access Transport Area ("LATA")” refers to a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.

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Section 1. TECHNICAL TERMS AND ABBREVIATIONS(Cont'd)

“Local Exchange Service” refers to the customer's voice grade access to the public switched network, dual tone multifrequency (DTMF) signaling or its functional equivalent, and access to emergency services (911 and E-911), operator services, toll services, directory assistance, and toll blocking services for qualifying low income customers, but does not include discretionary services.

“Network Interface” refers to the point at which the network side of telecommunications service meets the customer side.

“Nonrecurring Charges” refer to a one-time charge associated with given service or item of equipment which applies on a per-service and/or per item basis each time the service or item of equipment is provided.

“Service” refers to any telecommunications service(s) provided by the Company under this tariff.

“Station” refers to a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

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Section 1. TECHNICAL TERMS AND ABBREVIATIONS(Cont'd)

“Tariffs” refer to the tariffs, price lists, and generally applicable terms and conditions on file with a state or federal regulatory authority or publicly available on the Company’s website in accordance with the regulations of a state or federal regulatory authority.

“Telecommunications service” means any transmission in one or more geographic areas between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received, by means of electromagnetic transmission, including but not limited to, fiber optics, microwave and satellite, with or without benefit of any closed transmission medium and including all instrumentalities, facilities, apparatus and services, except customer premises equipment, which are used for the collection, storage, forwarding, switching and delivery of such information and are essential to the transmission.

“Telephone Numbers” refer to The North American Numbering Plan [NPA-NXX-XXXX] numbers assigned to customers and used in conjunction with the Services provided pursuant to this tariff.

“User” refers to a Customer or any other person authorized by the Customer to use service provided under this tariff.

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SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 This tariff contains the regulations, rates and charges applicable to facilities-based and resold local exchange services provided by the Company that originate and terminate within the State of New Mexico.
- 2.1.2 The Company installs (or may utilize vendors service to install), operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.
- 2.1.3 The Company's services are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.
- 2.1.4 The Company's services are available to business/non-residential customers.

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SECTION 2. RULES AND REGULATIONS

2.2 Limitations

- 2.2.1 Service is offered subject to the provisions of this tariff.
- 2.2.2 The Company's reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control: or when the customer is using service in violation of the law or the provisions of this tariff.
- 2.2.3 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Obligations of the Customer

2.3.1 The customer shall be responsible for:

2.3.1.1 The payment of all applicable charges pursuant to this tariff.

2.3.1.2 Reimbursing the Company for damage to, or loss of the Company's equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.

2.3.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's equipment installed on the customer's premises.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

- 2.3.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's equipment. The customer may be required to install and maintain the Company's equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any installation work.
- 2.3.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the equipment of the Company.
- 2.3.1.6 Making Company equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.2 With respect to any service provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

2.3.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or

2.3.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.

2.3.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment is compatible with such equipment. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

2.3.4 The Company's services may be connected to the services or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned equipment.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Liability of the Company

2.4.1 Limitations on Liability

- (A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.9.
- (B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.9, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- (C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Liability of the Company (Cont'd)

2.4.1 Limitations on Liability (Cont'd)

- (D) The Company shall not be liable for any claims for loss or damages involving:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 3. Any unlawful or unauthorized use of the Company's facilities and services;
 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Liability of the Company (Cont'd)

2.4.1 Limitations on Liability (Cont'd)

5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Paragraph A.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Liability of the Company (Cont'd)

2.4.1 Limitations on Liability (Cont'd)

9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
11. Any act or omission in connection with the provision of 911, E911, or similar services;
12. Any noncompletion of calls due to network busy conditions;
13. Any calls not actually attempted to be completed during any period that service is unavailable.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Liability of the Company (Cont'd)

2.4.1 Limitations on Liability (Cont'd)

- (E) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

- (F) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Liability of the Company (Cont'd)

2.4.1 Limitations on Liability (Cont'd)

- (G) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Application for Service

2.5.1 Minimum Contract Period

- 2.5.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.
- 2.5.1.2 Except as provided in 2.5.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.
- 2.5.1.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment necessary to meet special demands for service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Application for Service (Cont'd)

2.5.2 Cancellation of Service

- 2.5.2.1 Where the applicant cancels an order for service prior to the start of the installation no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier.
- 2.5.2.2 The Company reserves the right to redefine its regions, add new regions, or remove regions from its current offering, as it deems appropriate in its sole discretion and will provide the Customer with at least thirty (30) days' notice of any change in the definition of the Company's regions.
- 2.5.2.3 In the event that the Company plans to exit a current region, the Customer shall be provided with thirty (30) days prior written notification of the Company's intent. The Customer shall be allowed to immediately terminate services in the affected region without penalty.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Payment for Service

2.6.1 The Company will bill Customer monthly, with recurring charges being billed in advance and any usage charges billed in arrears. Payment is due upon receipt by Customer and payable within thirty (30) days of the Bill Date (the "Due Date"). The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance. The Company shall credit partial payments for current or past due amounts first to basic local exchange service, unless otherwise instructed by the customer.

2.6.2 Payments are past due if not received by the Company by the Due Date. A late payment charge of 1.5% will be assessed on all unpaid balances more than thirty (30) days old. Bills not paid within thirty (30) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.8.1 of this tariff, may result in suspension of service until the overdue payments and any additional charges that may be imposed to restore service have been paid. Customer agrees to pay all costs incurred by the Company in collecting any unpaid amounts, including attorneys' fees.

2.6.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service. The advance payment will be applied to any indebtedness for the service for which the advance payment is made on the customer's initial bill.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.7 Customer Deposits

2.7.1 The Company may require a deposit or guarantee of payment from any customer or applicant who has not established good credit with the Company. Deposit or guarantee of payment requirements as prescribed by the Company will be based upon standards which bear a reasonable relationship to the assurance of payment. A deposit shall not exceed an estimated three months' gross bill or existing three months' bill where applicable. All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the Company, except where such bill has been discharged in bankruptcy. The Company may determine whether a customer has established good credit with the Company, except as herein restricted:

2.7.1.1 An existing customer who has substantial nonpayment in any two (2) of the past six (6) months or any three (3) of the past twelve (12) months. A deposit may be required if the customer has paid only part of the amount owed. A deposit may be required prior to restoration of a service that has been discontinued by the Company.

2.7.1.2 The Company shall not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by this section.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.7 Customer Deposits (Cont'd)

2.7.2 Return of Deposit

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. The Company shall review customer accounts annually and shall return deposits, plus accrued interest upon satisfactory payment of all proper charges for twelve (12) consecutive months. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check, within thirty (30) days.

2.7.3 Interest on Deposits

Interest shall be paid on deposits annually at a rate of 1-1/2% or as specified by the Commission, whichever is greater. The rate shall be equal to the federal five year treasury note as reported on the first day of the calendar year by the federal reserve board of governors. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. The Company may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8 Customer Complaints and Billing Disputes

- 2.8.1 In the event that Customer disputes any charges, Customer must submit an oral or written claim describing the disputed amount. Customer shall submit all documentation as may reasonably be required to support the claim. Payment may be withheld for the amounts subject to a dispute submitted prior to the Due Date. All disputes and claims for refunds must be submitted to the Company within ninety (90) days of the Bill Date. If Customer does not submit a claim as stated above, Customer waives all rights to file a claim thereafter. The Company shall investigate and respond to all complaints made directly to the Company by customers. The Company shall make a good faith attempt to resolve the complaint and shall notify the customer promptly of its proposed disposition of the complaint. Any portion of a disputed amount deemed payable by the Company must be paid in full within ten (10) days of resolution or Customer's service may be subject to disconnection and late payment charges imposed on the overdue amount.
- 2.8.2 Any unresolved dispute may be directed in writing to the New Mexico Public Utilities Commission, Consumer Relations Division, P.O. Box 1269, Santa Fe, NM 87504-1269. Customers may also call toll free at 1-888-427-5772 or within New Mexico 505-827-6941. Complaints may also be e-mailed to crd.complaints@state.nm.us. Upon receipt of a complaint forwarded by the Commission on behalf of a customer, the Company shall investigate and provide an initial response to the Commission within ten (10) business days after receipt.
- 2.8.3 The Company will maintain a record of all oral and written complaints as specified in 17.11.16.10 NMAC.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9. Allowances for Interruptions in Service

2.9.1 General

- A. A service is interrupted when it becomes unusable to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

2.9.2 Limitations on Allowances

No credit allowance will be made for any interruption of service:

- A. due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B. due to the failure of power, equipment, systems, or services not provided by the Company;

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9. Allowances for Interruptions in Service (Cont'd)

2.9.2 Limitations on Allowances (Cont'd)

- C. due to circumstances or causes beyond the control of the Company;
- D. during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. during any period in which the Customer continues to use the service on an impaired basis;
- F. during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. that was not reported to the Company within thirty (30) days of the date that service was affected.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9. Allowances for Interruptions in Service (Cont'd)

2.9.3 Application of Credits for Interruptions of Service

- A. Credits for interruptions of service, for which charges are specified on the basis of per minute of use, or on the usage of a fraction of a minute, shall in no event exceed an amount equal to the initial period charge provided for under this tariff.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.10 Taxes and Fees

2.10.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.

2.10.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.10.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

2.11 Returned Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds.

2.12 Restoration of Service

A reconnection fee of \$25.00 per occurrence is charged when service is re-established for customers who had been disconnected for non-payment.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.13 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, assembly, purchase or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.14 Disconnection and Termination of Service

Except as specified in 17.11.16.18 NMAC, the Company shall discontinue service with or without notice as specified in 2.14.1 and 2.14.2 following. The Company shall not disconnect basic local service for nonpayment of toll or discretionary services.

2.14.1 Disconnection of Service Without Notice

The Company shall have the right to refuse or discontinue telephone service or service arrangements without advance notice, if the acts of the Customer or the conditions upon their premises are such as to indicate an intent to defraud the Company or to use the Service to defraud a third party, including but not limited to, providing false credit information, using the services for unlawful purposes, or using services without intent to pay. The Company may discontinue basic local exchange service in the event of a condition that is determined to be hazardous; for use of equipment by the customer that would adversely affect service to others; for intentional tampering, destroying or damaging of equipment furnished or owned by the Company; or for unauthorized use of service provided by the Company.

The Company will attempt to contact the Customer by telephone prior to discontinuing the Service or portions thereof. If the Company is unable to contact the Customer by telephone, a letter will be mailed to the Customer on the same date that their service or service arrangement is discontinued, explaining the reasons for such action and the Customer's right to dispute such action.

Customer is responsible for all charges attributable to Customer, even if incurred as a result of fraudulent or unauthorized use of the Service by third parties. The Company may, but is not obligated to, detect or report unauthorized or fraudulent use of Service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.14 Disconnection and Termination of Service (Cont'd)

2.14.2 Disconnection of Service Requiring Notice

2.14.2.1 The Company may disconnect service for any of the following reasons provided it has notified the customer of its intent, in writing, to disconnect service and has allowed the customer a reasonable time of not less than fifteen (15) days in which to remove the cause for disconnection:

2.14.2.1.A Non-compliance with Regulations. For violation of or non-compliance with Commission's rules and regulations or for violation of or non-compliance with the Company's tariffs on file with the Commission.

2.14.2.1.B Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service subject to regulation by the Commission.

2.14.2.1.C Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment and property.

2.14.2.1.D Failure to meet the Company's deposit and credit requirements.

2.14.2.1.E For non-payment of a bill for regulated service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least fifteen (15) days notice.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.14 Disconnection and Termination of Service (Cont'd)

2.14.2. Disconnection of Service Requiring Notice (Cont'd)

2.14.2.1.F Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

2.14.2.1.G Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.15 Unlawful Use of Service

2.15.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.15.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.15.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.15.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

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Chicago, IL 60607

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.16 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

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Chicago, IL 60607

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.17 Incomplete Calls

There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

2.18 Overcharge

When a customer has been overcharged, the amount shall be refunded or credited to the customer.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.19 Notices

Any notice required or permitted to be given under this tariff shall be in writing and delivered by hand, mail, national overnight courier service or by fax if confirmed by telephone to the customer, at the address or phone numbers shown herein or at such other address or phone numbers as shall be designated from time to time.

2.20 Minimum Call Completion Rate

A customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 90% during peak use periods for all Feature Group D services ("1+" dialing).

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Chicago, IL 60607

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.21 Emergency Calling**

Access to 911 and E911 service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, 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, and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the Customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the Customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

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SECTION 3. DESCRIPTION OF SERVICES

3.1 Local Exchange Service

Local Exchange Service is telephone service that entitles the customer to originate local calls, without toll charges, to all local exchange access lines connected to a Central Office (CO) of the exchange, or to all exchange access lines served by COs of the extended local service area where comprised of more than one exchange. Service will be provided where facilities are available from the Local Exchange Company (LEC). Service is classified as business service and business rates apply when any of the following conditions exist:

When the service is furnished at a location where a business, trade or practice is performed and where the use of the location is not confined primarily to domestic activities.

Service for social clubs will be considered business service.

When the directory listing is to be a business listing, except when a residence telephone number is advertised as an alternate call number in connection with a business telephone number.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**3.2 Directory Assistance**

Directory Assistance (DA) is defined as furnishing aid in obtaining telephone numbers. The Directory Assistance operator will not transfer, forward or redial a customer's call to any other location for any purpose other than the provision of DA service. The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of the service includes the obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Directory Assistance service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with attempt to avoid payment, in whole or in part, of the regular charge for such service. In addition to any other action authorized by this Tariff, the Company may, in such cases of abuse or fraudulent use, assess appropriate Directory Assistance charges on the Customer's regular telephone account.

3.3 Custom Calling Services

Custom Calling Service is an optional service arrangement of central office services furnished to business customers. Custom Calling Features are offered subject to availability and suitably equipped central office facilities.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**3.4 Promotional Offerings**

The Company may, from time to time, engage in special Promotional Offerings limited to certain dates, times, or locations designed to attract new customers or to increase customers awareness of a particular tariff offering. Promotional offerings will have a duration and effectiveness of no longer than ninety (90) days. Promotional offerings will begin one at least three (3) days notice to the Commission.

3.5 Individual Case Basis ("ICB") Offerings

Arrangements may be developed on a case-by-case basis for tariffed service or services to a specific customer at rates, terms or conditions provided through an agreement instead of pursuant to tariff. The Company may or may not have an equivalent service in its the tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. All customers have non-discriminatory access to requesting the service under an ICB rate. The Company will maintain records of its ICB contracts for Commission review as conditions or circumstances may require.

3.6 Toll Blocking Service

The Company shall offer toll blocking at the Customer's request, at no charge. The Company may impose involuntary toll blocking on a customers primary local exchange line for failure to pay charges for toll service and toll blocking will be removed upon satisfactory payment of toll services by the Customer.

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SECTION 4. RATES AND CHARGES

4.1 Calculation of Rates

- 4.1.1 The customer's usage charge is based on the actual usage of the Company's network. The chargeable time for a call is determined by the duration of the call. Chargeable time begins when connection is established between the calling station and the called station. Chargeable time ends when the calling station hangs up. If the called station hangs up, but the calling station does not, chargeable time ends when the connection is released by either automatic timing equipment in the telecommunications network or by an operator.
- 4.1.2 Calls are billed in (six) 6 second increments with an eighteen (18) second minimum for interLATA calls and a twenty-four (24) second minimum on intraLATA calls. Billing will be rounded up to the nearest penny for each call.
- 4.1.3 Different rates based on the time of day or day of week are described in the following rate table.

Rate Periods	From	To, but not Including	Days
Weekdays	8:00 a.m.	5:00 p.m.	Monday-Friday
Evenings	5:00 p.m.	11:00 p.m.	Monday-Friday
	5:00 p.m.	11:00 p.m.	Sunday
Night/Weekends	11:00 p.m.	8:00 a.m.	Monday-Sunday
	8:00 a.m.	5:00 p.m.	Saturday-Sunday
	5:00 p.m.	11:00 p.m.	Saturday

The Company charges weekend rates on the following Federal holidays: New Year's Day, President's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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SECTION 4. RATES AND CHARGES (Cont'd)

4.21 Local Exchange Service

4.2.1 Business Service

(A) Service Charges

	<u>Non-Recurring Charge</u>
Service Order Charge First Business Line or Trunk	\$42.00
Installation Charge	\$53.95
Changes, Moves, Additions To change class, type or grade of service(per line or trunk)	\$34.50

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SECTION 4. RATES AND CHARGES (Cont'd)

4.2 Local Exchange Service (Cont'd)

4.2.1 Business Service (Cont'd)

(B) Monthly Recurring Charges

(1) Flat Rate Service

Monthly Charge

Per Main and Each
Additional Line or trunk \$34.97

(2) Measured Rate Service

Monthly Charge

Per Main and Each
Additional Line or trunk \$18.92

Per Minute Charge
\$0.03

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SECTION 4. RATES AND CHARGES (Cont'd)

4.3 Directory Assistance Service

Customer Dialed - after call allowance \$1.02 Per Call

4.4 Custom Calling Services

	Monthly Recurring Charge Per Line
Call Waiting	\$7.80
Call Forwarding	\$5.00
Three Way Calling	\$4.60
Remote Call Forwarding	\$7.95

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