Tariff Schedule Applicable to Intrastate Switched Access Services

Furnished by

Airus, Inc.

Between Points Within the State of Colorado

Telephone: (312) 878-4164

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 Street, 7th Floor, Chicago, IL 60607. This tariff applies for services furnished within the State of Colorado. This tariff is on file with the Colorado Public Utilities Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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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

EXPLANATION OF SYMBOLS AND REFERENCE MARKS USED IN THIS TARIFF

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) To signify a change in text due to a changed regulation, term or condition, which does not affect rates.
- (D) To signify discontinued service or deleted material.
- (I) To signify an increased rate.
- (M) To signify a move in the location of text. A footnote indicating where the material was moved from and where the material was moved to shall accompany all "M" classified changes.
- (N) To signify a new product, rate, or material
- (R) To signify a reduction in rate
- (T) To signify a change but no change in a rate or charge.

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DEFINITIONS

Certain terms used generally throughout this tariff are described below.

Access Services

The Company's intrastate telephone services offered pursuant to this tariff.

Access Line

The connection of a Customer's premises to the public switched telephone network regardless of the type of technology used to connect the Customer to the network.

Advance Payment

A payment required before the start of service.

Applicant

An individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

Automatic Number Identification (ANI)

The process used on customer-dialed calls to automatically identify the calling station, and the automatic display of the caller's telephone number on telephone answering equipment used by operators at the PSAP.

Calling Party Number

(CPN) means a Signaling System 7 parameter whereby the ten (10) digit number is used to identify the calling or originating party.

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Central Office

The plant, facilities, and equipment, including, but not limited to, the switch, located inside a structure of a provider that functions as an operating unit to establish connections between Customer lines, between Customer lines and trunks to other central offices within the same or other exchanges, and between Customer lines and the facilities of other providers.

Channel

A transmission path for telecommunications between two points. It may refer to a one-way path that permits the completion of traffic from the first point to the second point, or from the second point to the first point. Alternatively, it may refer to a two-way path that permits the completion of traffic in either direction. Generally a channel is the smallest subdivision of a transmission system by means of which a single type of communication service is provided.

Collocation

An arrangement where the equipment of a local exchange carrier is installed and maintained at the premise of another LEC.

Common Carrier

A telecommunications services provider that offers telecommunications services to the public, or to such classes of users as to be effectively available to the public, on a non-discriminatory basis.

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Commission

Colorado Public Utilities Commission, the State agency responsible for the regulation of telecommunications service within a particular state's border.

Common Channel Signaling Network

Digital data network carrying signaling, routing and control information which interfaces with the telecommunications network.

Company

Airus, Inc., the issuer of this tariff.

Customer

The person, firm or corporation that orders service, is responsible for the payment of charges and compliance with the Company's regulations.

Customer Proprietary Network Information (CPNI)

Information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by any Customer of a the Company and that is made available to the Company by the Customer solely by virtue of the Company-Customer relationship; and information contained in the bills pertaining to telephone exchange service or telephone toll service received by a customer of a carrier; except that such term (CPNI) does not include subscriber list information.

Digital Signal Level 1 (DS1)

1.544 Mbps first level signal in the time division multiplex hierarchy. In the time division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

Digital Signal Level 3 (DS3)

The 44.736 Mbps third level in the time division multiplex hierarchy. In the time division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

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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 tariff shall be the point of interconnection associated with an NPA-NXX code as listed in 2.8.2(A) following.

End User

A person, other than another telecommunications provider, who purchases a jurisdictional telecommunications service from a telecommunications provider.

Exchange

The totality of the telecommunications plant, facilities, and equipment including plant, facilities and equipment located inside and outside of buildings, used in providing telecommunication service to customers located in a geographic area defined by a provider's tariff. An exchange may include more than one central office location or more than one wire center.

Exchange Telephone Company

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

Facility or Facilities

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.

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FCC

The Federal Communications Commission

Individual Case Basis

A condition in which the regulations (if applicable), rates and charges for an offering under the provision of this tariff are developed based on the circumstance in each case.

InterMTA

Wireless telecommunications traffic that, from the beginning of the call, originates and terminates in different Major Trading Areas ("MTAs") as defined by the FCC.

Intrastate Access Service

Provides for a two-point communications path between a Customer's premises or a collocated interconnection location and an end user's premises for originating and terminating calls within the state.

Local Access and Transport Area (LATA)

A geographic area designated at the time of the 1984 divestiture of the American Telephone and Telegraph System. A LATA may encompass more than one contiguous local exchange area that serves common social, economic, or other purposes, even where such area transcends municipal or other local government boundaries.

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Local Exchange Telecommunications Service

Basic local exchange service and other such services identified in § 40-15-201, C.R.S., or defined by the Commission pursuant to § 40-15-502(2), C.R.S., regulated advanced features, premium services, and switched access as defined in § 40-15-301(2)(a), (b), and (e), C.R.S.; or any of the above singly or in combination.

Loss

The value placed on injury or damages due to an accident caused by another's negligence, a breach of contract or other wrongdoing.

Meet Point Billing

A situation when two or more exchange telephone companies are involved in the provisioning and billing of telecommunications service.

MOUs

Minutes of Use

North American Numbering Plan (NANP)

A three-digit area code (also known as a Number Plan Area (NPA), and a seven digit telephone number, made up of a three digit central office code and a four-digit station number. The NANP is administered by the North American Numbering Plan Administrator (NANPA).

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Originating Carrier

The carrier whose end user originates a call on the carrier's network or switching equipment.

Percentage of Interstate Usage (PIU)

The interstate jurisdictional use of a telecommunications service, as reported by the Customer. This percentage is stated as a whole number percentage (a number from 0 through 100 percent) which is the best estimate of the percentage of the total use of the service that will be interstate in nature by the Customer.

Physical Collocation

Occurs when one telecommunications provider owns interconnection facilities physically located within another telecommunications provider's physical premises;

Point of Interconnection (POI)

The physical location, building or equipment where two separate networks connect to each other in order to pass telecommunications traffic and signaling.

Recurring Charges

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

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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 tariff 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 access 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 tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's access service without an executed Service Order, the Company will then request the Customer to submit a Service Order. The Customer will submit the requested Service Order.

Serving Wire Center

The wire center from which the Customer designated premises would normally obtain dial tone from the Company.

Shared

A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Signaling Transfer Point (STP)

A specialized switch that provides SS7 network access and performs SS7 message routing and screening.

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Switched Access

The service or facilities provided by a local exchange provider to interexchange providers, which allows them to use the local exchange network or the public switched network to originate, terminate, or both originate and terminate interexchange telecommunications services.

Telecommunications Service

The electronic or optical transmission of information between separate points by prearranged means. The offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a Telecommunications Service, regardless of the facilities used. Telecommunications Service generally provides the Customer with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network, and enables such Customer to place or receive calls to all other stations served by the public switched telecommunications network. It also provides service within a telephone exchange or within a connected system of telephone exchanges within the same exchange area operated to furnish subscribers intercommunicating service of the character ordinarily furnished by a single exchange

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User

A Customer or any other person authorized by the Customer to use service provided under this tariff.

Virtual Collocation

Occurs when one telecommunications provider extends its facilities to a point of interconnection within a reasonably close proximity to, but not physically located within, another telecommunications provider's physical premises.

Wire Center

The structure that houses the equipment used for providing telecommunications services and that terminates outside cable plant and other facilities for a designated serving area.

V and **H** Coordinates Method

A method of computing the distance, in airline miles, between two point by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

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SECTION 1. APPLICATION OF TARIFF

- 1.1.1 This tariff applies to intrastate access service supplied to Customers for origination and termination of traffic to and from Central Office codes directly assigned to Airus, Inc. and traffic from those central office codes assigned to other carriers that transits Airus's facilities.
- 1.1.2 Except as provided in 3.1.3(A), this tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the State of Colorado.

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SECTION 2. REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish access services in accordance with the terms and conditions set forth in this tariff.

2.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and equipment and is limited to the capacity of the Company's facilities to furnish service as required at the sole discretion of the Company.

2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least one-month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- (B) The Company reserves the right to discontinue service, limit service, or to impose requirements when Customer is using the service in violation of the provisions of this tariff, or as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect of on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

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2.1 Undertaking of the Company

2.1.3 Terms and Conditions

- (C) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- (D) Customers will be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (E) This tariff shall be interpreted and governed by the laws of the State of Colorado without regard for its choice of laws provision.

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2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company

- (A) Except as otherwise stated, the liability of the Company for damages arising out of providing its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.7. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, or punitive damages as a result of any Company service, equipment or facilities, or any acts or omissions or negligence of the Company's employees or agents.
- (B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law or action of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- (C) The Company shall not be liable for (a) any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for interconnection with Network Services; or (b) for the acts or omissions of common carriers or warehousemen.

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- 2.1 Undertaking of the Company (Cont'd.)
 - 2.1.4 Liability of the Company (Cont'd.)
 - (D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of equipment or facilities provided by the Customer or its third party suppliers.
 - (E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4(E) as a condition precedent to such installations.
 - (F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees.
 - (G) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

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2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

- (H) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services in the month in which the event giving rise to the liability occurred. No action or proceeding against the Company shall be commenced more than one year after the event giving rise to the liability occurred.
- MAKES COMPANY (I) THE NO WARRANTIES OR REPRESENTATIONS. EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, WARRANTIES OF MERCHANTABILITY INCLUDING FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.1.5 Claims

The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims of libel, slander, or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or End Users of the Customer relating to the use of the Company's services or facilities.

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2.1 Undertaking of the Company (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- (A) Except as otherwise indicated, Customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (B) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
 - (1) the through transmission of signals generated by Customerprovided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided equipment; or
 - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Ownership of Facilities

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

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2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- 2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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2.3 Obligations of the Customer

2.3.1 Customer Premises Provisions

- (A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- (B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.3.2 Liability of the Customer

The Customer will be liable for damages to the facilities of the Company caused by negligence or willful acts of its offices, employees, agents or contractors of the Customer where such negligence is not the direct result of the Company's negligence.

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- 2.3 Obligations of the Customer (Cont'd.)
 - 2.3.3 Jurisdictional Report Requirements
 - For Feature Group D Switched Access Service(s), the Company, (A) where jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows. For originating access minutes, the projected interstate percentage will be developed on a monthly basis by end office trunk group when the Feature Group D Switched Access Service access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. For terminating access minutes, the Customer has the option to provide the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of the Feature Group D terminating access minutes for each account to which the Customer may terminate traffic.

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- 2.3 Obligations of the Customer (Cont'd.)
 - 2.3.3 Jurisdictional Report Requirements (Cont'd.)
 - (A) (Cont'd.)

Should the Customer not supply a terminating PIU Factor, the data used by the Company to develop the projected interstate percentage for originating access minutes will be used to develop projected interstate percentage for such terminating access minutes. When a Customer orders Feature Group D Switched Access Service, the Customer shall supply a projected interstate percentage of use for each end office trunk group involved to be used in the event that originating call details are insufficient to determine the jurisdiction for the call. This percentage shall be used by the Company as the projected interstate percentage for such call detail. For purposes of developing the projected interstate percentage, the Customer shall utilize the same considerations as those set forth in Section 2.3.3(B) following.

The Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating access minutes from 100 (100 -projected interstate percentage = intrastate percentage) as the projected intrastate percentage of use.

(B) For purposes of developing the projected interstate percentage, the Customer shall consider every call that enters the Customer's network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the Customer's network at a point in a state different from the state in which the called station is located to be interstate.

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- 2.3 Obligations of the Customer (Cont'd.)
 - 2.3.3 Jurisdictional Report Requirements (Cont'd.)
 - (C) These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate until a revised report is received.
 - (D) The projected interstate percentage of use will be used to determine the charges as follows:

The number of access minutes for a trunk group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes. (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., number of access minutes - interstate access minutes = intrastate access minutes). The intrastate access minutes for the group will be billed as set forth in Section 5 following.

- 2.3 Obligations of the Customer (Cont'd.)
 - 2.3.3 Jurisdictional Report Requirements (Cont'd.)
 - Effective on the first of January, April, July and October of each (E) year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except as set forth in Section 2.3.3(A) preceding where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth in Section 2.3.3(A) preceding.

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- 2.3 Obligations of the Customer (Cont'd.)
 - 2.3.3 Jurisdictional Report Requirements (Cont'd.)
 - (F) The Customer reported projected interstate percentage of use as set forth in Section 2.3.3(A) preceding will be used for the apportionment of any monthly rates or nonrecurring charges associated with Feature Groups D Switched Access Service until the end of the quarter during which the service was activated. Thereafter. projected interstate percentage for а apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth in Section 2.3.3(A) preceding. Where call detail is insufficient to make such a determination, the Customer will be requested to project an interstate percentage of use to be used by the Company for such apportionment.
 - (G) The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within thirty (30) calendar days of the Company request.
 - (H) The Customer may provide an additional percentage of interstate use for Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. The percentage of interstate use may be provided per individual facility or at the billing account level. Should the Customer not provide a percentage of interstate use, the Company will use the reported Feature Group Feature Group D aggregated percentage of interstate use.

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- 2.3 Obligations of the Customer (Cont'd.)
 - 2.3.3 Jurisdictional Report Requirements (Cont'd.)
 - (I) In the absence of both a Customer provided PIU, and the necessary jurisdictional information in the call detail to determine jurisdiction, the default PIU will be 50% interstate and 50% intrastate.

2.3 Obligations of the Customer (Cont'd.)

2.3.4 Application for Service

The Company will accept orders for Customer access services and will follow the ASR process and MECAB AND MECOB.

(A) Service Orders

The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the Service is calculated from the Service Commencement Date. Should a Customer use the Company's access service without an executed Service Order, the Company will request that Customer submit a Service Order. The Company may accept the Service Order either by submitting Billing Name and Address ("BNA") information to the Customer at the request of the Customer or by the Customer accepting PIC requests by End-User that request the Customer as their PIC.

A Customer may affirmatively request the Company's Switched Access Services either by placing a written request for the Company's service, or by allowing End Users to choose the Customer as their PIC and once processed, allowing End User to utilize the Customer as their primary IXC.

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2.4 Customer Equipment and Channels

2.4.1 Interconnection of Facilities

(A) In order to protect the Company's facilities and personnel and the service furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

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2.4 Customer Equipment and Channels

2.4.2 Inspections

- (A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customerprovided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- (B) If the protective requirements in connections with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

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2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to two months of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.5.2 Deposits

- (A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
 - (1) an estimated two months' customary use or estimated two months' bill where applicable. Customary use is calculated using charges for the previous three months' of service.
 - (2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- (B) A deposit may be required in addition to an advance payment.

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- 2.5 Customer Deposits and Advance Payments (Cont'd.)
 - 2.5.2 Deposits (Cont'd.)
 - (C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
 - (D) Deposits held will accrue interest at a rate 0.063% for 2010 and 0.034% for 2011 as specified by the Commission without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

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2.6 Payment Arrangements

2.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

(A) Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Services.

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- 2.6 Payment Arrangements (Cont'd.)
 - 2.6.1 Payment for Service (Cont'd.)
 - (B) Surcharges, Fees and Assessments

The Customer is responsible for payment of any surcharge, assessment or fee, including but not limited to right of way fees or other types of infrastructure fees, and regulatory assessments, where allowed by applicable law.

2.6.2 Billing and Collection of Charges

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

- (A) Non-recurring charges are due and payable within thirty (30) days after the date of the invoice.
- (B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the date of the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- (C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rate basis. For this purpose, every month is considered to have thirty (30) days.

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- 2.6 Payment Arrangements (Cont'd.)
 - 2.6.2 Billing and Collection of Charges (Cont'd.)
 - (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
 - (E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
 - (1) a rate of 1.5 percent per month; or
 - (2) the highest interest rate which may be applied under state law for commercial transactions.
 - (F) The Customer will be assessed a charge of twenty dollars (\$20.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.

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- 2.6 Payment Arrangements (Cont'd.)
 - 2.6.2 Billing and Collection of Charges (Cont'd.)
 - (G) Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits. The Company shall investigate and resolve all disputes within fifteen (15) days of receipt of the dispute and the Company's resolution of such a dispute is final. 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.

Any unresolved dispute may be directed in writing to the Commission's Consumer Assistance Branch, 1560 Broadway, Suite 250, Denver, CO, 80202. Customers may also call toll free at 1-800-456-0858 (outside of the Denver Metro area) or (303) 894-2070.

(H) If service is disconnected by the Company in accordance with Section 2.6.3 following, and later restored, restoration of service will be subject to all applicable installation charges.

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2.6 Payment Arrangements (Cont'd.)

2.6.3 Discontinuance of Service for Cause

The Company may disconnect service, without incurring any liability, 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, after the date on which the notice is mailed, in which to remove the cause for disconnection.

- (A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- (D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- (E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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- 2.6 Payment Arrangements (Cont'd.)
 - 2.6.3 Discontinuance of Service for Cause (Cont'd.)
 - (F) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
 - (G) Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).
 - 2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service. Notice should be sent to the following address:

Airus, Inc. Attention: Customer Care 840 South Canal Street, 7th Floor Chicago, IL 60607

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- 2.6 Payment Arrangements (Cont'd.)
 - 2.6.5 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved

Meet point billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth in Section 2.6.5 (A) following.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

The Company will handle ordering, rating and billing of Access Services under this tariff where more than one Exchange Telephone Company is involved in the provision of Access Service as follows.

(A) For Feature Group D Switched Access Service, when the first point of switching is not in the same Exchange Telephone Company's territory as the Customer premises, the Customer must supply a copy of the order to the Exchange Telephone Company in whose territory the Customer premises is located and any other Exchange Telephone Company(s) involved in providing the service.

Each Exchange Telephone Company will provide the portion of Switched Transport to an interconnection point (IP) with another Exchange Telephone Company, and will bill the charges in accordance with its Access Service tariff. The rate for the Transport elements will be determined as set forth in (B) following. All other appropriate charges in each Exchange Telephone Company tariff are applicable.

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- 2.6 Payment Arrangements (Cont'd.)
 - 2.6.5 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd.)
 - (B) The charge for the Switched Transport Facility and Termination rate elements for services provided as set forth in Section 2.6.5 (A) preceding are determined as follows:
 - (1) Determine the appropriate Switched Access Switched Transport mileage by computing the airline mileage between the two ends of the Switched Transport Facility, as defined in 3.1.2(B) following. Determine the airline mileage for the Switched Transport Facility charge using the V&H method as set forth in Section 2.8.2 following.
 - (2) For Feature Groups D Switched Access Service, the Switched Transport Facility and Termination charges are determined by using the steps set forth in (a) through (c) following for the total Switched Transport-Common Switched Transport charges.
 - (a) Multiply:

The number of access minutes by the number of airline miles as determined in (1) preceding by the Company's appropriate Switched Transport Facility per mile per access minute rate by the Company's billing percentage factor.

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- 2.6 Payment Arrangements (Cont'd.)
 - 2.6.5 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd.)
 - (B) (Cont'd.)
 - (2) (Cont'd.)
 - (b) Multiply:

The number of access minutes by the Company's appropriate Switched Transport Termination per minute rate. The resulting amount is the Company's total Switched Transport Termination charge.

(c) Add:

The products of (a) and (b) for the Company's total Switched Transport-Common Switched Transport charges.

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- 2.6 Payment Arrangements (Cont'd.)
 - 2.6.5 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd.)
 - (C) The interconnection points will be determined by the Exchange Telephone Companies involved. The billing percentage (BP) factor for the Company for the service between the involved offices is listed in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4.
 - (D) Should any changes be made to the meet point billing arrangements as set forth in Section 2.6.5 (A) preceding, the Company will give affected Customers thirty (30) days' notice.

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2.6 Payment Arrangements (Cont'd.)

2.6.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fees shall be adjusted according to the term and conditions set forth in 3.1.1.2 following, Access Service Order Modifications.

2.6.7 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

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2.7 Allowances for Interruptions in Service

Except as set forth in 2.1.4(B) preceding and 2.7.2 following, interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.7.1 for the part of the service that the interruption affects.

2.7.1 Credit for Interruptions

- (A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer or Company reports a service, facility or circuit to be interrupted. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- (B) For calculating credit allowances, every month is considered to have thirty (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.

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- 2.7 Allowances for Interruptions in Service (Cont'd.)
 - 2.7.1 Credit for Interruptions (Cont'd.)
 - (B) (Cont'd.)

A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

Length of Interruption	Interruption Period To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 ho	ours 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 hou	urs 4/5 Day
15 hours up to but not including 24 hou	urs One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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- 2.7 Allowances for Interruptions in Service (Cont'd.)
 - 2.7.1 Credit for Interruptions (Cont'd.)
 - (B) (Cont'd.)

Interruptions Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one-month period.

2.7 Allowances for Interruptions in Services (Cont'd.)

2.7.2 Limitations on Allowances

No credit allowance will be made for:

- interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- (B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (C) interruptions due to the failure or malfunction of non-Company equipment;
- interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (F) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; or
- (G) interruption of service due to circumstances or causes beyond the control of Company.

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- 2.7 Allowances for Interruptions in Service (Cont'd.)
 - 2.7.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

2.8 Application of Rates

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

2.8.1 Charges Based on Duration of Use

Customer traffic to end offices will be measured by the Company at end office switches. Originating and terminating calls will be measured by the Company to determine the basis for computing chargeable access minutes.

For originating calls over Feature Group D, usage measurement begins when the originating Feature Group D switch receives the first wink supervisory signal forwarded from the Customer's point of termination.

The measurement of originating call usage ends when the originating Feature Group B or D switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

For terminating calls over Feature Group D, the measurement of access minutes begins when the terminating Feature Group D switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered.

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- 2.8 Application of Rates (Cont'd.)
 - 2.8.1 Charges Based On Duration of Use (Cont'd.)

The measurement of terminating call usage over Feature Group D ends when the terminating Feature Group D switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

Access minutes or fractions thereof are accumulated over the billing period for each end office and are then rounded up to the nearest access minute for each end office.

- 2.8 Application of Rates (Cont'd.)
 - 2.8.2 Rates Based Upon Distance

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

(A) 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 the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF FCC 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).

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- 2.8 Application of Rates (Cont'd.)
 - 2.8.2 Rates Based Upon Distance (Cont'd.)
 - (B) 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 =
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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2.8 Application of Rates (Cont'd.)

2.8.3 Mileage

The mileage to be used to determine the Switched Transport Facility monthly rates are calculated on the airline distance between the end office switch where the call carried by Switched Transport originates or terminates and the Customer's serving wire center. The V&H coordinates method is used to determine mileage. This method is set forth in Section 2.8.2.

The Switched Transport Facility mileage rates are shown in Section 5.1.3 (B) in terms of per mile per access minute. To determine the rate to be billed, first compute the mileage. Should the calculation result in a fraction of a mile, the fraction will always be rounded up to the next whole mile before determining the mileage. Then multiply the mileage by the appropriate Switched Transport Facility rate. The amount to be billed shall be the product of this calculation (i.e., the number of miles multiplied by the per mile rate) multiplied by the number of access minutes.

2.9 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. The Company will maintain records of its ICB contracts for Commission review as conditions or circumstances may require, and will be filed with the Commission upon request. Company shall file contracts with the Commission in accordance with §40-15-105 (c) CRS.

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2.10 VoIP-PSTN Traffic

- 2.10.1 VoIP-PSTN Traffic is defined as traffic that is exchanged between a Company end user and the Customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet Protocol ("IP") format. This section establishes the method of separating VoIP-PSTN Traffic from a Customer's traditional intrastate access traffic so that the VoIP-PSTN Traffic can be billed at interstate rates (unless the parties have agreed otherwise) per federal rule 47 CFR § 51.913 set by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC No. 11-161 (Rel. November 18, 2011) ("FCC ICC Order") as amended.
 - 2.10.1.1 This section will be applied to the billing of switched access charges to a Customer that is a local exchange carrier in accordance with the FCC ICC Order.
- 2.10.2 Relevant intrastate VoIP-PSTN Traffic identified in accordance with this tariff subsection, and in the absence of a separate agreement between Company and Customer requiring otherwise, will be billed at rates equal to Company's applicable tariffed interstate switched access rates.
- 2.10.3 The Company will determine the number of relevant intrastate VoIP-PSTN traffic minutes of use ("MOUs") to which the interstate rates will be applied under subsection 2.10.2 above, by applying a percent VoIP usage ("PVU") factor to the total intrastate access MOU exchanged between a Company end user and the Customer. The PVU will be determined and applied as follows:

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2.10 VoIP-PSTN Traffic

2.10.3 (Cont'd.)

- 2.10.3.1 The customer will calculate and furnish to the Company a factor (customer factor) representing the percentage of the total intrastate MOU that the customer exchanges with the Company in the state, that (A) is sent to the Company and that originated in IP format, or (B) is received from the Company and terminated in IP format. This customer factor shall be based on information such as traffic studies, call details, the number of the customer's retail VoIP subscriptions in the state (as reported in FCC Form 477) or other relevant and verifiable information.
- 2.10.3.2 The Company will also calculate a factor (Company factor) representing the percentage of the Company's total intrastate access MOU in the state that the Company originated or terminates on its network in IP format. This Company factor shall be based on information such as traffic studies, call details, the number of the customer's retail VoIP subscriptions in the state (as reported in FCC Form 477) or other relevant and verifiable information.
- 2.10.3.3 The Company will use the Company factor and the customer factor to calculate a PVU factor that represents the percentage of total intrastate access MOU exchanged between the Company end user and the Customer that is originated or terminated in IP format, whether at the Company's end, at the Customer's end, or at both ends. The PVU factor will be calculated as the sum of: (A) the customer factor and (B) the Company factor times (1.0 minus the customer factor).

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2.10 VoIP-PSTN Traffic

2.10.3 (Cont'd.)

2.10.3.4 The Company will apply the PVU factor to the total intrastate access MOU exchanged with the Customer to determine the number of relevant VOIP-PSTN traffic MOUs.

Example 1: The Company factor is at 20% and the customer factor is 40%. The PVU factor is equal to: $40\% + (20\% \times 60\%) = 36\%$. The Company will bill 36% of the Customer's intrastate access MOUs at the Company's applicable tariffed interstate access rates.

- 2.10.3.5 If the Customer does not supply the Company with a customer factor according to the preceding paragraph, the Company will use a PVU equal to the Company's factor.
- 2.10.4 The Customer may update their factor quarterly using the method set forth in subsection 2.10.3.1 above. If the Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first of January, April, July, and/or October of each year, a revised customer factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised customer factor to calculate a revised PVU. The revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new PVU.
- 2.10.5 Not more than twice in any year, the Company can ask the customer to verify the customer factor that they furnished to the Company and the customer can ask the Company to verify the Company factor and the calculation of the PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective Company and customer factors.

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SECTION 3. SERVICE AND RATE DESCRIPTIONS

3.1 Switched Access Services

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point communications path between a Customer's premises (or a collocated interconnection location) and an End User's premises. It provides for the use of common terminating, switching and trunking facilities. Switched Access Service provides for the ability to originate calls from an End User's premises to a Customer's premises (or a collocated interconnection location), and to terminate calls from a Customer's premises (or a collocated interconnection location) to an End User's premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the Customer desires to originate or terminate calls.

Company reserves the right in its reasonable discretion to temporarily block duplicate or repeated numbers dialed in succession, where Company considers the number of attempts to be potentially harmful to the network, without liability for damages of any type to Customer, or any End User to whom Customer will provide communication services using, in part, the Switched Access Services.

Switched Access Service is provided in the following service categories, which are differentiated by their technical characteristics and the manner in which an End User or Customer accesses them when originating or terminating calls.

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- 3.1 Switched Access Services (Cont'd.)
 - (A) Feature Group D Switched Access Service
 - (A) Feature Group D Switched Access Service is available to all Customers, for trunk side access to Company end office switches with an associated uniform 10XXX or 101XXXX access code for the Customer's use in originating and terminating communications. End users may also originate calls to a selected Feature Group D Switched Access Service Customer by dialing 1+NPA-NXX-XXXX when using the Company's presubscription service. Company may only terminate access to End Users who are connected to the Company.

Feature Group D Switched Access Service is also available to all Customers when used in the terminating direction, to access End Users who are connected to the Company. Calls in the terminating direction will not be completed to 950-OXXX or 950-1XXX access codes, local operator- assistance (0-and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 101XXXX access codes.

Feature Group D Switched Access Service is assessed for each minute of use.

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- 3.1 Switched Access Services (Cont'd.)
 - (B) Toll Free Data Base Access Service

Toll Free Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service offered with Feature Group D Access. When an 8XX + NXX + XXXX call is originated by an End User, the Company will utilize the Signaling System 7 (SS7) network to query an 800 data base to identify the Customer to whom the call will be delivered and provide vertical features based on the dialed ten digits. The call will then be routed to the identified Customer over FGC or FGDFG switched access. The 800 series includes the following service access codes: 800, 888, 877, 866, 855, 844, 833 and 822.

Originating Toll Free FG Access includes the delivery of 8XX traffic that is initiated by a Wireless Provider's End User and is delivered from a CMRS Mobile Telephone Switching Office to the Company switch and then to a Customer. The Company will charge for all elements of service that it provides in routing such traffic. Switched Access Charges will only be applied to CMRS traffic for intrastate InterMTA.

A Basic or Vertical Feature Query charge is assessed for each completed query returned from the data base identifying the Customer to whom the call will be delivered whether or not the actual call is delivered to the Customer. The Basic Query provides the identification of the Customer to whom the call will be delivered and includes area of service routing which allows routing of 800 series calls by telephone companies to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates. The Vertical Feature Query provides the same Customer identification as the basic query and vertical features which may include: (1) call validation, (ensuring that calls originate from subscribed service areas); (2) POTS translation of 800 series numbers; (3) alternate POTS translation (which allows subscribers to vary the routing of 800 series calls based on factors such as time of day, place or origination of the call, etc.); and (4) multiple carrier routing (which allows subscribers to route to different carriers based on factors similar to those in (3)).

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3.1 Switched Access Services (Cont'd.)

3.1.1 Access Service Order

An Access Service Order is used by the Company to provide a Service. When placing an order for Access Service, the Customer shall provide, at a minimum, the following information:

For Switched Access Service, the Customer shall specify the number of busy hour minutes of capacity (BHMC) from the Customer's premises to the end office by traffic type. This information is used to determine the number of transmission paths. The Customer shall also specify the Switched Transport option. When Feature Group D Switched Access Service is ordered by specifying the number of trunks and direct routing to an end office is desired, the Customer shall specify:

- the end office and
- the Switched Transport as desired.

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3.1 Switched Access Services (Cont'd.)

3.1.1 Access Service Order

- (A) When Feature Group D Switched Access Service is ordered by specifying the number of trunks and end office routing via an access tandem operated by another Exchange Telephone Company is desired, the Customer shall specify:
 - the access tandem.
 - the Switched Transport as desired, and
 - an estimate of the amount of traffic to be generated to and/or from each Company end office subtending another Exchange Telephone Company's access tandem.

In addition, for Feature Group D Switched Access Service with the SS7 signaling option, the Customer shall specify the switching point codes and trunk circuit identification codes for trunks with the SS7 signaling option, and the STP point codes, signaling link codes and link type for each Common Channel Signaling Access (CCSA) connection ordered. When a Customer orders FGD in trunks, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

(B) For Toll Free Data Base Access Service, the Customer shall order the service in accordance with the preceding provisions set forth for Feature Group D. If the Customer desires any of the optional features available with 800 Data Base Service, the Customer shall so specify on the order for service.

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- 3.1 Switched Access Services (Cont'd.)
 - 3.1.1 Access Service Order (Cont'd.)
 - 3.1.1.1 Access Service Order Service Date Intervals

Switched Access Service is provided with one of the following Service Date Intervals:

- -Standard Interval
- -Negotiated Interval
- -Advance Order Interval
- (A) Standard Interval

A schedule of Standard Intervals applicable for Switched Access Services and is as follows:

Trunk Groups Standard Interval

1 to 4 Trunks 28 Days 5 to 24 Trunks 30 Days

(B) Negotiated Interval

The Company will negotiate a service date interval with the Customer when:

- (1) There is no Standard Interval for the service, or;
- (2) The quantity of Access Services Orders exceeds the quantities specified in the Standard Intervals, or;

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- 3.1 Switched Access Services (Cont'd.)
 - 3.1.1 Access Service Order (Cont'd.)
 - 3.1.1.1 Access Service Order Service Date Intervals (Cont'd.)
 - (B) Negotiated Interval (Cont'd.)
 - (3) The Customer requests a service date beyond the applicable Standard Interval service date except as set forth in (C) following.

The Company will offer a service date based on the type and quantity of Switched Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval service date, or, when there is no Standard Interval, the Company offered service date. All services for which rates are applied on an individual case basis are provided with a Negotiated Interval.

Common Channel Signaling Access (CCSA) links will be provided on a Negotiated Interval. New or existing FGD trunks ordered with the SS7 signaling option will be provided on a Negotiated Interval.

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- 3.1 Switched Access Services (Cont'd.)
 - 3.1.1 Access Service Order (Cont'd.)
 - 3.1.1.1 Access Service Order Service Date Intervals (Cont'd.)
 - (B) Negotiated Interval (Cont'd.)
 - (3) (Cont'd.)

The addition and/or deletion of a Toll Free Data Base Access Service six digit customer identification NXX is provided with a Negotiated Interval. The addition of a Toll Free Data Base Access Service ten digit customer identification record to the Toll Free Data Base Access Service data base or the deletion of a Toll Free Data Base Access Service ten digit customer identification record from the Toll Free Data Base Access Service data base is provided with a Negotiated Interval.

Maximum Interval		
Initial Establishment of service where		
Customer is:		
- Not yet provided with any Trunk Group		
service in the LATA	6 Months	
- Provided Trunk Group service in the		
LATA	90 Days	

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- 3.1 Switched Access Services (Cont'd.)
 - 3.1.1 Access Service Order (Cont'd.)
 - 3.1.1.1 Access Service Order Service Date Intervals (Cont'd.)
 - (C) Advance Order Interval

When placing an Access Service Order, a Customer may request an Advance Order Interval for a service date of 12 to 24 months from the Application Date for the following services:

> A minimum of 24 voice grade equivalent Switched Access Service lines or trunks or 720 BHMCs

Orders for less than the minimum quantities will be accommodated under Standard or Negotiated Interval provisions. Advance Order Interval Access Service Orders are subject to all ordering conditions of Standard and Negotiated Interval Access Service Orders except for the following:

(1) Advance Payment

A nonrefundable Advance Payment will be calculated as:

Advance Payment	The minimum monthly charge for the
(Nonrefundable)	minimum period plus the applicable
,	Nonrecurring Charges for the
	services ordered.

This Advance Payment is due ten (10) working days from the date the Company confirms acceptance of the order, or on the Application Date, whichever date is the later date. If the Advance Payment is not received by such payment date, the order will be canceled.

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Effective Date: July 6, 2014

Vice President Regulatory Affairs Airus, Inc. 840 South Canal Street, 7th Floor Chicago, IL 60607

- 3.1 Switched Access Services (Cont'd.)
 - 3.1.1 Access Service Order (Cont'd.)
 - 3.1.1.1 Access Service Order Service Date Intervals (Cont'd.)
 - (C) Advance Order Interval (Cont'd.)
 - (1) Advance Payment (Cont'd.)

When the Switched Access Services are connected on the service date, the Advance Payment will be applied, as a credit, to the Customer's billed service charges. When there has been a decrease in the number of services originally ordered, as set forth in (2) following, only the portion of the Advance Payment for services actually installed will be credited.

(2) Cancellation or Partial Cancellation of an Advance Order Interval Access Service Order

When the Customer cancels an Access Service Order, the order will be withdrawn. The Advance Payment will be credited or refunded.

Any decrease in the number of ordered Switched Access Services will be treated as a partial cancellation, and the portion of the Advance Payment for the services canceled will be credited or refunded.

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- 3.1 Switched Access Services (Cont'd.)
 - 3.1.1 Access Service Order (Cont'd.)
 - 3.1.1.2 Cancellation of an Access Service Order
 - (A) A Customer may cancel an Access Service Order for the installation of service at any time prior to notification by the Company that services available for the Customer's use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. If a Customer or a Customer's End User is unable to accept Switched Access Service within thirty (30) calendar days after the original service date, the Customer has the choice of the following options:
 - The Access Service Order shall be canceled and charges set forth in (B) following will apply, or
 - Billing for the service will commence.

If no cancellation request is received within the specified thirty (30) calendar days, billing for the service will commence. In any event, the cancellation date or the date billing is to commence, as applicable, shall be the 31st day beyond the original service date of the Access Service Order.

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- 3.1 Switched Access Services (Cont'd.)
 - 3.1.1 Access Service Order (Cont'd.)
 - 3.1.1.2 Cancellation of an Access Service Order (Cont'd.)
 - (B) When a Customer cancels a Standard or Negotiated Interval Access Service Order for the installation of service, a Cancellation Charge will apply as follows:
 - (1) When the Customer cancels an Access Service Order, a charge equal to the estimated provisioning costs incurred at a particular date for the service ordered by the Company shall apply.
 - (2) If the Company misses a service date for a Standard or Negotiated Interval Access Service Order by more than thirty (30) days, due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the Customer may cancel the Access Service Order without incurring cancellation charges.

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- 3.1 Switched Access Services (Cont'd.)
 - 3.1.1 Access Service Order (Cont'd.)
 - 3.1.1.3 Access Service Order Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service).

(A) Service Implementation Charges

Service Implementation Charges include separate rates for Installation Charge on a per trunk basis, and an Access Order Charge per Access Service Order.

Installation of Service is a nonrecurring charge for Switched Services ordered on a per trunk basis, the charge is applied per trunk or out of band signaling connection. For Switched Services ordered on a busy hour minutes of capacity basis, the charge is also applied on a per trunk basis but the charge applies only when the capacity ordered requires the installation of an additional trunk(s). In addition, nonrecurring charges apply when an out of band signaling connection is installed for use with FGD.

- 3.1 Switched Access Services (Cont'd.)
 - 3.1.1 Access Service Order (Cont'd.)
 - 3.1.1.3 Access Service Order Charges (Cont'd.)
 - (B) Service Order Change Charge

The Customer may request a modification of its Access Service Order at any time prior to notification by the Company that service is available for the Customer's use or prior to the service date, whichever is later.

Any increase in the number of Switched Access Service lines, trunks or busy hour minutes of capacity or CCSA signaling connections will be treated as a new Access Service Order (for the increased amount only).

Access Service Order service dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than thirty (30) calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed thirty (30) calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. If the Customer requested service date is more than thirty (30) calendar days after the original service date, the order will be canceled by the Company and reissued with the appropriate cancellation charges applied.

A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The applicable charge is found in Section 5.1.1.

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- 3.1 Switched Access Services (Cont'd.)
 - 3.1.1 Access Service Order (Cont'd.)
 - 3.1.1.3 Access Service Order Charges (Cont'd.)
 - (C) Design Change Charge

The Customer may request a design change to the service ordered. A design change is any change to an Access Service Order which requires engineering review. Design changes do not include a change of Customer premises, End User premises, end office switch, Feature Group type except for changes to Feature Group D. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order per occurrence basis, for each order requiring a design change. The applicable charge is found in Section 5.1.1.

If a change of service date is required, the Service Date Change Charge will also apply.

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- 3.1 Switched Access Services (Cont'd.)
 - 3.1.1 Access Service Order (Cont'd.)
 - 3.1.1.3 Access Service Order Charges (Cont'd.)
 - (D) Expedited Order Charge

When placing an Access Service Order for which Standard Intervals exist, a Customer may request a service date that is prior to the Standard Interval service date. A Customer may also request an earlier service date on a pending Standard, Negotiated or Advance Order Interval Access Service Order. If the Company agrees to provide service on an expedited basis, an Expedited Order Charge will apply.

If the Company receives a request for an expedited service date at the time a Standard Interval Access Service Order is placed, the Expedited Order Charge is calculated by summing all the nonrecurring charges associated with the order and then dividing this total by the number of days in the Standard Interval. The charge is then applied on a per day of improvement basis, per order, but in no event shall the charge exceed fifty percent of the total nonrecurring charges associated with the Access Service Order.

- 3.1 Switched Access Services (Cont'd.)
 - 3.1.1 Access Service Order (Cont'd.)
 - 3.1.1.3 Access Service Order Charges (Cont'd.)
 - (E) Service Rearrangements Charges

All changes to existing services other than changes involving administrative activities only will be treated as a discontinuance of the existing service and an installation of a new service. A nonrecurring charge will apply for this work activity. Moves that change the physical location of the point of termination are described below.

(a) Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

(b) Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

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- 3.1 Switched Access Services (Cont'd.)
 - 3.1.1 Access Service Order (Cont'd.)
 - 3.1.1.4 Minimum Period
 - (A) The minimum period for which Switched Access Service is provided and for which charges are applicable, is one month (30 Days).
 - (B) The following changes will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service.

The changes listed below are those which will be treated as a discontinuance and installation of service and for which a new minimum period will be established.

- (1) A move to a different building.
- (2) A change in type of service.
- (3) A change in Switched Access Service Interface Group.
- (4) A change in Switched Access Service traffic type.
- (5) A change in STP Access link.
- (6) A change in STP Port.
- (7) A change in Company-provided Switched Access Service to a Collocation arrangement or vice versa.
- (8) A change to an existing Feature Group D Service to include the provision of 64 kbps Clear Channel Capability.

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- 3.1 Switched Access Services (Cont'd.)
 - 3.1.1 Access Service Order (Cont'd.)
 - 3.1.1.4 Minimum Period
 - (C) Minimum Period Charges

When Switched Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.

All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

- 3.1 Switched Access Services (Cont'd.)
 - 3.1.2 Standard Rate Categories

The following rate categories apply to all forms of Switched Access Services except as stated in 3.1.3:

- Switched Transport
- Tandem Switching
- End Office

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- 3.1 Switched Access Services (Cont'd.)
 - 3.1.2 Standard Rate Categories (Cont'd.)
 - (A) End Office Switching

The End Office rate category provides the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the Company's end office.

The End Office Switching rate element provides for: a) the use of end office switching equipment; b) the terminations for the end user common lines terminating in the local end office; and c) the termination of a call at a Company Intercept operator or recording. The operator or recording tells a caller why a call, as dialed, could not be completed, and if possible, provides the correct number. Intercept rates are assessed to a Customer based on the total number of access minutes.

Automatic Number Identification (ANI) provides the automatic transmission of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling telephone number. The ANI feature is an end office software function which is associated on a call-by-call basis with (1) all individual transmission path in a trunk group routed directly between an end office and a Customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an end office and an access tandem, and a trunk group between an access tandem and a Customer's premises. The Dedicated Switch Port provides for the termination of Switched Transport to an end office. Access minutes for all Switched Access Service subject to the Dedicated Switch Port will be multiplied by the per minute rate set forth in Section 5.

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- 3.1 Switched Access Services (Cont'd.)
 - 3.1.2 Standard Rate Categories (Cont'd.)
 - (B) Tandem Switching

Tandem Switching is an access service providing transmission and tandem switching between the Customer designated premises and the Company switch(es) where the Customer's traffic is switched from or to an entity other than an End User for purposes of originating or terminating the Customer's communications.

In addition to Tandem Switching, associated rate elements include:
Tandem Switching Transport Termination
Tandem Switching Transport Facility
Interconnection Charge

- (1) Tandem Switching Transport Termination
 This rate element applies to the non-distance sensitive portion
 of the Tandem Switched Transport for transmission facilities
 between the Company network and the end office.
- (2) Tandem Switching Transport Facility
 This rate element applies to the distance sensitive portion
 of the Tandem Switched Transport for transmission facilities
 between the Company network and the end office.
- (3) Interconnection Charge
 This rate element will be applied for interconnection with the
 Company's network for all Switched Access minutes of use
 that originate or terminate at a Company end office.

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- 3.1 Switched Access Services (Cont'd.)
 - 3.1.2 Standard Rate Categories (Cont'd.)
 - (C) Switched Transport

The Switched Transport rate category provides for transmission facilities between the Customer's premises or collocated interconnection location and the Company's end office switch(es) where the Customer's traffic is switched to originate or terminate its communications.

Except as stated in the following paragraph, Switched Transport service is provided in conjunction with Qwest Communications Company. Charges for Switched Transport service are computed in accordance with Section 2.6.5 preceding (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Telephone Company Is Involved). For purposes of determining Switched Transport Mileage, distance will be measured from the wire center that normally serves the Customer's premises to the end office switch(es).

- 3.1 Switched Access Services (Cont'd.)
 - 3.1.2 Standard Rate Categories (Cont'd.)
 - (C) Switched Transport (Cont'd.)

The Company will provide Direct Trunked Transport between a Customer's premises and the Company's end office switch(es) upon request. At the Customer's option, Entrance Facility, Direct Trunked Transport, and STP Link Transport, may be provided by the Company, by the Customer, or by another carrier. If Direct Trunk Transport facilities are terminated at a Company end office switch location by a Customer, or by another carrier on behalf of a Customer, Entrance Facility Termination charges as described in 3.1.2(B)(1) will apply, but no other Switched Transport elements will be charged. Where Common Channel Signaling Access is ordered by a Customer that uses Direct Trunk Transport facilities, the STP Port charge as described in 3.1.2(B)(7) will also apply.

The following paragraphs describe the Switched Transport rate elements.

Switched Transport - Entrance Facility;

Common Switched Transport;

Transport Multiplexing;
Direct Trunked Transport;

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- 3.1 Switched Access Service (Cont'd.)
 - 3.1.2 Standard Rate Categories (Cont'd.)
 - (C) Switched Transport (Cont'd.)
 - (1) Switched Transport-Entrance Facility

A Switched Transport-Entrance Facility provides the communication path between a Customer's premises and the Company serving wire center of that premises for the sole use of the Customer. The Switched Transport-Entrance Facility category is comprised of a DS1 and DS3 rate. A Switched Transport-Entrance Facility is required whether the Customer's premises and the serving wire center are located in the same or different buildings.

- (2) Switched Transport-Common Switched Transport
 - (a) The Switched Transport Termination rate provides for that portion of the voice frequency transmission path at the end office and at the Customer's premises.
 - (b) The Switched Transport Facility rate provides for that portion of the voice frequency transmission path between the end office and at the Customer's premises.
- (3) Transport Multiplexing

The Switched Transport multiplexing feature allows for a DS3 facility to be channelized into 28 DS1 services or for a DS1 facility to be channelized into 24 Voice Grade or Voice Grade equivalent services. Multiplexing is available at the serving wire center of the Customer premises or a collocation location, or at the company's premises. The multiplexing rates and charges are set forth in Section 5.1.4.

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- 3.1 Switched Access Services (Cont'd.)
 - 3.1.2 Standard Rate Categories (Cont'd.)
 - (C) Switched Transport (Cont'd.)
 - (4) Switched Transport- Direct Trunked Transport

The Switched Transport-Direct Trunked Transport provides the transmission path from the serving wire center of the Customer's premises to an end office or as an option from the serving wire center to a tandem. This transmission path is dedicated to the use of a single Customer.

The Switched Transport-Direct Trunked Transport rate category is comprised of a monthly fixed rate and a monthly per mile rate based on the facility provided. The fixed rate provides the circuit equipment at the ends of the transmission links. The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the circuit. The Switched Transport- Direct Trunked Transport rate is the sum of the fixed rate and the per mile rate. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the serving wire center of the Customer's premises and the end office or directly to the access tandem using the V&H coordinates method.

(5) RESERVED FOR FUTURE USE

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- 3.1 Switched Access Services (Cont'd.)
 - 3.1.2 Standard Rate Categories (Cont'd.)
 - (C) Switched Transport (Cont'd.)
 - (6) Switched Transport Facilities

DS1 and DS3 facilities are available for Switched Transport-Entrance Facilities and for Switched Transport-Direct Trunked Transport facilities. A DS1 facility is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice-frequency transmission paths. A DS3 facility is capable of transmitting electrical signals at a nominal 44.736 Mbps.

(7) Common Channel Signaling Access

Common Channel Signaling Access (CCSA) is comprised of a STP Port Termination rate and a STP Link Transport rate.

The STP Port Termination rate provides for the point of termination to the signal switching capability of the STP.

The STP Link Transport rate provides for the transmission facilities between the serving wire center of the Customer designated premises and the Company STP.

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- 3.1 Switched Access Services (Cont'd.)
 - 3.1.2 Standard Rate Categories (Cont'd.)
 - (C) Switched Transport (Cont'd.)
 - (8) Interface Groups

The Interface Group is provided for terminating the Switched Transport at the Customer's premises. The Interface Group provides a specified premises Interface. Where transmission facilities permit, the individual transmission path between the Customer's premises and the first point of switching may at the option of the Customer be provided with optional features.

Interface Group 1 provides DS1 or DS3 level digital transmissions at the point of termination at the Customer's premises.

- 3.1 Switched Access Services (Cont'd.)
 - 3.1.2 Standard Rate Categories (Cont'd.)

RESERVED FOR FUTURE USE

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3.1 Switched Access Services (Cont'd.)

3.1.3 Other Rate Categories

(A) Toll Free Data Base Access Service

Toll Free Data Base Access Service is a service offering utilizing originating trunk side Switched Access Service. The service provides for the forwarding of end user dialed toll free calls to a Company Service Switching Point which will initiate a query to the database to perform the Customer identification and delivery function. The call is forwarded to the appropriate Customer based on the dialed toll free number.

(1) Customer Identification Charge

The Toll Fee Data Base Access Service Customer Identification applies for the identification of the appropriate Customer. The charge is assessed to the Customer on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in the State of Colorado.

(2) Toll Free Number Reservation

The Toll Free Number Reservation service applies to the request of the Customer to have the Company attempt to reserve a specific toll free number for the Customer. The Company will not guarantee that a specific toll free number in any of the toll free prefixes (800, 877, 888, 866 or future prefixes as designated by NANPA) will be available at the time a Customer requests the specific number.

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3.2 Miscellaneous Services

3.2.1 Presubscription

- (A) Presubscription is an arrangement whereby an end user designate to the Company an interexchange carrier (IC) to access, without an access code, for intrastate interLATA calls and interstate interLATA calls subject to the Company's FCC Access Tariff. This IC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select as its PIC the Company, or any other IC that orders originating Feature Group D Switched Access Service at the end office that serves the end user. After the end user's initial selection of a pre-designated IC, for any additional change in selection, a non-recurring charge, as set forth in Section 5.2.1, applies.
- (B) At the request of a new or existing end user served by a Feature Group D end office, the Company will provide a list of ICs the end user may select as its PIC. At no additional charge for the initial selection, the Customer may choose either of the following options.
 - Designate an IC as a PIC and dial 10XXX or 101XXXX to reach other ICS.
 - Designate that not want to be presubscribed to any IC and choose to dial 10XXX or 101XXXX for all calls to all ICS.

New end users subscribing to the Company's local exchange service that do not specify a PIC will default to the Company as their initial PIC selection. Subsequent to the installation of local exchange service, and after the end user's initial selection of a PIC, for any additional change in selection, a nonrecurring charge as set forth in Section 5.2.1, applies. This charge is billed to the end user that is the subscriber to the local exchange service.

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3.2 Miscellaneous Services (Cont'd.)

3.2.2 Number Portability

(A) General

Number Portability is a service arrangement provided to Customers, which allows an End User who switches from the Customer to another certified local exchange carrier to retain the use of their existing assigned telephone number, provided the End User remains at the same location.

Number Portability utilizes a telephone number and electronic switching facilities to automatically forward all incoming calls to the Company assigned telephone number to the terminating telephone number assigned by another certified local exchange carrier.

Number Portability provides a single call path for the forwarding of no more than one simultaneous call to the forwarding call number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis at an additional charge.

All other access, local and toll rates and charges for all services ordered by the Customer, as set forth in other sections of this tariff and the Company's local exchange and federal access tariffs, continue to apply.

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- 3.2 Miscellaneous Services (Cont'd.)
 - 3.2.2 Number Portability (Cont'd.)
 - (B) Regulations
 - 1) Number Portability is offered where facilities permit.
 - 2) The Customer is solely responsible for obtaining authorization from the End User for the handling of the disconnection of the End User's service with the Company, the provision of service by the Customer, and the provision of Number Portability. The Company, at its discretion, may require the Customer to provide written evidence of its authority to act on behalf of the End User.
 - The Customer is required to provide sufficient terminating facilities and service at the terminating end of a forwarded call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of the Company or any of its End Users.
 - 4) End to end transmissions characteristics may vary depending on the distance and routing necessary to complete calls over facilities and the fact that another carrier is involved in provisioning of service.

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- 3.2 Miscellaneous Services (Cont'd.)
 - 3.2.2 Number Portability (Cont'd.)
 - (C) Rate Regulations

Number Portability will consist of the following rate categories.

1) Service Orders

Service Order charges as specified in Section 5.1.1 of this tariff may apply on a per order basis.

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SECTION 4. BILLING AND COLLECTION SERVICES

4.1 General

The Company will provide the following services:

- Recording Service
- Automatic Number Identification (ANI)
- Billing Name and Address (BNA)

4.2 Recording Service

Recording is the entering on magnetic tape or other acceptable media the details of Customer messages originated through Switched Access Service. Recording is provided 24 hours a day, 7 days a week.

The Company will provide Recording Service in association with the offering of Feature Group D Switched Access Service for Customer messages that can be recorded by Company provided automatic message accounting equipment. At the request of the Customer, Recording Service will be provided for Feature Group D Switched Access Service on an end office and type of call basis. Type of call means message telecommunications service (MTS) including 700 and 900 Service, calls originating and/or terminating over a WATS access line, and station message detail recording for MTS and calls originating from a WATS access line.

The Company will provide Recording Service in its operating territory. The minimum territory for which the Company will provide Recording Service is all the appropriately equipped offices in a state operating territory for which the Customer has ordered Feature Group D Switched Access Service. A state operating territory of particular telephone company includes all its LATAs or market areas which are located in the same state including the areas in contiguous states which are assigned to such LATAs or market areas and served by the same Company.

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4.2 Recording Service (Cont'd.)

For Feature Group D Switched Access Service the term "customer message" used herein denotes an intrastate call originated by a Customer's End User. Station message detail recording is an optional feature which provides a record of customer messages originated by MTS and WATS access lines. Such detail will be provided as part of Feature Group D end office and type of call Recording Service when requested by the Customer.

4.2.1 Undertaking of the Company

- (A) The Company will record all customer messages carried over Feature Group D Switched Access Service that are available to Company provided recording equipment of operators. Unavailable customer service messages will not be recorded. The recording equipment will be provided at locations selected by the Company.
- (B) A standard format for the provision of the recorded customer message detail will be established by the Company and provided to the Customer. If, in the course of Company business, it is necessary to change the format, the Company will notify the involved Customers six months prior to the change. Assembly and Editing, Provision of Customer Detail, Data transmission to a Customer location, special orders for recording and program development will be provided to the Customer on a contractual basis.
- (C) Recorded customer message detail which is used at the request of the Customer to provide Message Processing and Message Bill Processing Service is not retained by the Company for longer than forty-five (45) days. The rated but unbilled message detail and the billed message detail will be retained for reference in place of the recorded customer message detail

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- 4.2 Recording Service (Cont'd.)
 - 4.2.1 Undertaking of the Company (Cont'd.)
 - (C) (Cont'd.)

For recorded customer message detail not used by Message Processing Service at the Customer's request, the Company will make every reasonable effort to recover recorded Customer message detail previously made available to the Customer and make it available again for the Customer. The charges as set forth in 5.3.1 following will apply for all such detail provided. Such a request must be made within thirty (30) days from the date the details were initially made available to the Customer.

4.2.2 Liability of the Company

Notwithstanding 4.2.1 preceding, the Company liability for Recording Service is as follows:

Unless there is an expressed written agreement to the contrary, in the absence of gross negligence or willful misconduct, no liability for damages to the Customer or other person or entity other than as set for in (A) and (B) preceding shall attach to the Company for its action or the conduct of its employees in providing Recording Service.

4.2.3 Obligations of the Customer

(A) The Customer shall order Recording Service under a Special Order. The Customer shall order Recording Service at least one month prior to the date then the Customer message detail is to be recorded, unless Customer's request requires that Recording Service be provided by end office and type of call, then the ordering interval will be determined on an individual case basis.

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- 4.2 Recording Service (Cont'd.)
 - 4.2.4 Payment Arrangements and Audit Provision
 - (A) Notice and Scope

The Customer shall order Recording Service for Feature Group D Switched Access by end office and type of call in accordance with the terms and conditions established on an individual case basis Special Order.

- (1) Upon forty-five (45) days' prior written notice by the Customer to the Company (or such shorter period as the parties may mutually agree upon), the Customer or its authorized representative shall have the right to commence an audit during normal business hours and at intervals of no more that one audit in any six month period. The audit will be limited to all such records and accounts as may, under recognized accounting practices, contain information bearing upon amounts subject to being billed to the Customer's End Users by the Company as part of its provision of Billing and Collection Services and the changes to the Customer for other services provided by the Company pursuant to this tariff.
- (2) The written notice of audit shall identify the date upon which it is to commence, the location, the Customer's representatives, the subject matter of the audit, and the materials to be reviewed.
- (3) The written notice of audit shall be directed to the Company's representative at the address stipulated by such representative.

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- 4.2 Recording Service (Cont'd.)
 - 4.2.4 Payment Arrangements and Audit Provision (Cont'd.)
 - (A) Notice and Scope (Cont'd.)
 - (4) The Company may, within thirty (30) days of receipt of the Customer's notice of audit, postpone commencement by written notice for a period not to exceed fifteen (15) days, but only for good cause. The Company shall also indicate the new date for commencement of said audit.
 - (5) Upon completion of the audit, the Customer's auditors are to provide an oral report of their findings to the Company prior to their departure, followed by a letter within thirty (30) days confirming findings and postponed completion.
 - (B) Payment of Expense

Each party shall bear its own expenses in connection with the conduct of an audit. Special data extractions required by the Customer for its representative to conduct the audit will be paid for by the Customer. "Special data extraction" for auditing purposes shall mean programming, clerical and computer time required to create an output record (from existing data files) that cannot normally be created from current software programs in the production program library.

- (C) Requests for Examinations
 - (1) In addition to audits, the Customer, or its representatives, may request, from time to time, the opportunity to conduct an examination, as defined in (2) following. The Company will make reasonable efforts to accommodate requests for examination and to cooperate in the conduct of an examination.

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- 4.2 Recording Service (Cont'd.)
 - 4.2.4 Payment Arrangements and Audit Provision (Cont'd.)
 - (C) Requests for Examinations (Cont'd.)
 - (2) An "Examination" shall, for purposes of this section, constitute a reasonable inquiry on a single issue or a specific topic related to Billing and Collection Service for a stated reason.

Upon concurrence by both parties that errors or omissions exist, adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit.

(D) Audit Provision

All information received or reviewed by the Customer or its authorized representative is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purposes.

(E) Minimum Period and Minimum Monthly Charge

The minimum period for which Recording Service without sorting will be provided and for which charges apply is one month.

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4.2 Recording Service (Cont'd.)

4.2.4 Payment Arrangements and Audit Provision (Cont'd.)

(F) Cancellation of a Special Order

A Customer may cancel a Special Order for Recording Service on any date prior to the service date. The cancellation date is the date the Company receives written or verbal notice from the Customer that the Special Order is to be canceled. Their verbal notice must be followed by written confirmation within ten (10) days. The service date for Recording Service is the date the Customer requests the recording to start. When a Customer cancels a Special Order. Order for Recording Service after the order date but prior to the start of service, a Special Order charge and the minimum monthly charges will apply.

(G) Changes to Special Orders

When material changes to a pending Special Order for Recording Service are requested by a Customer, the pending Special Order will be canceled and the requested changes will be undertaken if they can be accommodated by the Telephone Company under a new Special Order. All cancellation charges as set forth in (C) preceding will apply for the canceled Special Order.

4.2.5 Rate Regulations

The Special Order charge applies for each Special Order accepted by the Company for Recording Service or for a subsequently requested change.

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4.3 Automatic Number Identification

4.3.1 Rate Regulations

When Automatic Number Identification (ANI) is delivered (with Feature Group D originating) and the Customer is charged the recording rate as set forth in Section 5.3.1, the ANI rate does not apply. If the Customer is not charged the recording rate, the ANI rate as set forth in Section 5.3.2 will apply for each ANI record delivered to the Customer.

4.4 Billing Name and Address Service

Billing Name and Address (BNA) Service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company.

BNA Service is provided for the sole purpose of permitting the Customer to bill its telephone communications service to its End Users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The Customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.

BNA Service is provided on a manual basis. On a manual basis, the information will be provided by mail. Information may be provided by either voice telecommunications or through electronic mail if agreed to by both the Company and the requesting Customer.

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the Company's data base.

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- 4.4 Billing Name and Address Service (Cont'd.)
 - 4.4.1 Undertaking of the Company
 - (A) A request for information on over 100 and up to 500 telephone numbers should be mailed to the Company. The Company will provide the response by first class U.S. Mail within ten (10) business days.
 - (B) The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company' records, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, End User or regulatory imposed requirements, the Company will provide an indicator on the confidential records.
 - (C) The Company will provide the most current BNA information resident in its database. Due to normal End User account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

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- 4.4 Billing Name and Address Service (Cont'd.)
 - 4.4.2 Obligations of the Customer
 - (A) With each order for BNA Service, the Customer shall identify the authorized individual and address to receive the BNA information.
 - (B) The Customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those Customer personnel or agents with a need to know the information. The Customer must handle all billing name and address information designated as confidential by the Company in accordance with the Company's procedures concerning confidential information. The Company will provide to the Customer a statement of its procedures concerning confidential information.
 - (C) The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's End User records, accounts, data bases or market date, records, files and data bases or other systems it assembles through the use of BNA Service.
 - (D) When the Customer orders BNA Service for both interstate and intrastate messages, the projected percentage of interstate use must be provided in a whole number to the Company. The Company will designate the number obtained by subtracting the projected interstate percentage from 100 (100-projected interstate percentage = intrastate percentage) as the projected intrastate percentage.

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- 4.4 Billing Name and Address Service (Cont'd.)
 - 4.4.2 Obligations of the Customer (Cont'd.)
 - (D) (Cont'd.)

This whole number percentage will be used by the Company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the Company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth following.

Effective on the first of January, April, July and October of each year the Customer may update the jurisdictional report. The Customer shall forward to the Company, to be received no later than twenty (20) calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (e.g., February, May, August and November). No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the order for service.

(E) The Company shall use reasonable efforts to provide accurate and complete lists. The company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

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4.4 Billing Name and Address Service (Cont'd.)

4.4.3 Rate Regulations

- (A) Service Establishment Charges apply for the initial establishment of BNA Service on a manual basis.
- (B) A charge applies for each request for BNA information for a telephone number provided on a manual basis.

The Company will keep a count of the requests and of the messages processed. The Company will bill the Customer in accordance with these counts whether or not the Company was able to provide BNA information for all requests and messages.

(C) Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in 5.3.3 following apply to each such message.

Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the Company between interstate and intrastate.

The percentages provided in the reports as set forth in 4.4.2(D) preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (e.g., requests or messages processed) chargeable rate elements, multiply the intrastate percent times actual use times the stated tariff rate.

(D) When a Customer cancels an order for BNA Service after the order date, the Service Establishment Charge applies.

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SECTION 5. RATES

5.1 Switched Access Service

5.1.1 Service Orders

(A) Service Implementation Charges

	(1)	Installation Charge - Per trunk	\$ 15.00
	(2)	Access Service Order Charge - Per Access Service Order	\$125.00
(B)		ce Order Change Access Service Order	\$ 25.00
(C)	•	gn Change Charge Access Service Order	\$ 25.00
(D)	•	dite Order Charge Access Service Order	\$ 25.00
(E)	Servi	ce Rearrangement Charges	\$125.00

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5.1 Switched Access Service

5.1.2	Switc	hed Access Service	Per Access Minute	
	(A)	Tandem Service		
		Originating [Note 2]	\$0.001062	(C)
		Terminating [Note 1]	***	(T)
	(B)	End Office Service		
		Originating [Note 2]	\$0.001342	(C)
		Terminating [Note 1]	***	(T)
	(C)	Tandem Switching Transport		
		Termination – Fixed (Originating) [Note 2] \$0.000120	(C)
		Terminating – Fixed (Terminating	g) [Note 1] ***	(T)
		Facility – Per Mile (Originating) [Note 2] \$0.000008	(C)
		Facility – Per Mile (Terminating)	[Note 1] ***	(T)
		Interconnection Charge	\$0.000000	
interstate access rates. See, Airus, Inc. FCC Tariff No. 1, Section 5.2.2. Available at: https://www.airustel.com/tariffs				(T) (T)
			(C)	

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Effective Date: July 1, 2021

Vice President Regulatory Affairs Airus, Inc. 840 South Canal Street, 7th Floor Chicago, IL 60607

5.1 Switched Access Service (Cont'd.)

5.1.3 Switched Transport

(A) Entrance Facility

(1)	DC1	Nonrecurring	Monthly
(1)	DS1 -Per Point of Termination		\$125.00
	-Installation Charge	\$500.00	
		Nonrecurring	Monthly
(2)	DS3 -Per Point of Termination		\$1,500.00
	-Installation Charge	\$700.00	

(B) Direct Trunked Transport

Facility Mileage	Monthly Rate	Per Mile
DS1	\$110.00	\$14.49
DS3	\$715.00	\$82.56

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- 5.1 Switched Access Service (Cont'd.)
 - 5.1.3 Switched Transport (Cont'd.)

(C)	End	Office	Monthly Recurring Charge
	(1)	Multiplexing DS3 to DS1	\$131.25
	(2)	Dedicated Switch Port Per DSI Port	\$ 54.00
	(3)	Cross Connect Per DS1 connected	\$ 25.00

(D) Chargeable Optional Features

(1)	SS7 Signaling Option Conversion	Nonrecurring
	-Per First Trunk Converted -Per Additional Trunk Converted	\$175.00 \$15.00
(2)	Change in Point Code -First -Per additional change	\$170.00 \$ 34.00

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- 5.1 Switched Access Service (Cont'd.)
 - 5.1.3 Switched Transport (Cont'd.)
 - (E) Non-chargeable Optional Features

Company offers all Non-chargeable Optional Features on an Individual Case Basis pursuant to Section 2.9.

- 5.1 Switched Access Services (Cont'd.)
 - 5.1.4 Toll Free Data Base Access Service
 - (A) Customer Identification

- Per Query \$0.00350

(B) Toll Free Number Reservation

- Per Number Reserved \$1.00

5.2 Miscellaneous Services

5.2.1 Presubscription

	Non-Recurring Charge
Per Telephone Exchange Service	
Line or Trunk	
- Electronic	\$1.25
- Manual	\$5.50
 Simultaneous Electronic 	\$0.62
 Simultaneous Manual 	\$2.75

5.3 Billing and Collection Services

Recurring Charge

5.3.1 Automatic Number Identification -Per Attempt

\$0.0120

5.3.2 Billing Name and Address

- Service Establishment Charge

\$1,600.00*

- Query Charge Per Telephone Number

\$0.02

* The service establishment charge applies for each separate mailing address that the information being provided by the Company is being sent to. This charge will also apply for each electronic mailing address.

5.4 LNP Query Service

Per Query \$0.002

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