

Texas Local Exchange, Interlata and Intralata Services Tariff

Airus, Inc

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLICABLE TO COMMUNICATIONS SERVICES REGULATED BY THE
STATE OF TEXAS
PUBLIC SERVICE COMMISSION

Issued: November 9, 2015

Effective: November 10, 2015

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

CHECK SHEET

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

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EXPLANATION OF REVISION MARKS

The following symbols will be used throughout this tariff for purposes of revising the tariff as indicated below:

C	To signify a regulation that has been changed
D	To signify a rate or regulation that has been discontinued
I	To signify a rate that has been increased
M	To signify a move in the location of text
N	To signify a new rate or regulation
R	To signify a rate that has been reduced
S	To signify a matter that has been reissued
T	To signify a change in the text that has not affected a change in either a rate or a regulation.
V	To signify a correction.

APPLICATION OF TARIFF

This tariff sets forth the services, offerings, rates, terms and conditions applicable to Airus, Inc. (the "Company") furnishing of intrastate communications services in the State of Texas.

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Airus, Inc
840 South Canal Street, 7th Floor
Chicago, IL 60607

DEFINITIONS

Certain terms used generally throughout this tariff are defined below:

Authorized-User

A person, firm, corporation or other legal entity authorized by the provider of the service to use the service being provided.

Carrier

A company certified by or registered with the Texas Public Utilities Commission (TX PUC) to provide telecommunications services within the State of Texas.

Class of Service -- Business, Residential

The classification of a Customer's service as Business or Residential is determined by these regulations which define the character of use for rate purposes.

- A. Service will be classified as Business if:
- (1) The service is used primarily or substantially for a paid commercial, professional or institutional activity; or
 - (2) The service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
 - (3) The service number is listed as the principal or only number for a business in any telecommunications directory; or
 - (4) The service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of service, without compensation or reimbursement, for a charitable or civic purpose shall not constitute business use of service unless other factors are involved.
- B. Service will be classified as Residential if none of the conditions of A. preceding apply, and:
- (1) The use of the service is primarily and substantially of a social or domestic nature, and
 - (2) Service is located in a residence (the Company is not offering residential services at this time) or, in the case of a combined business and residence premises, the service is located in bona fide residential quarters of such premises while business service is isolated in the business quarters of the same premises.
- C. Service classification is determined at the sole discretion of the Company pursuant to the conditions stated above. The Company may, at its discretion, levy charges for services which have been misclassified.

DEFINITIONS

Company Airus, Inc, the issuer of this tariff.

Customer (as distinguished from Applicant)

A person, firm, corporation or other entity that is authorized by the Company to use the Company's telecommunications services included in this tariff, is responsible for payment of charges included in this tariff, and is responsible for compliance with the Company's tariff regulations. A Customer is distinguished from an Applicant in that an Applicant has only applied to become a Customer and has not been approved by the Company to be a Customer.

Direct Inward Dial

A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

District

An exchange or group of exchanges within AT&T (fka Southwestern Bell) Texas (AT&T) LATA boundaries used to identify the appropriate rate to be applied to a Customer's service.

Exchange

A basic unit for the administration of communication service in a specified area, called the exchange area. It usually consists of one or more central offices together with the associated plant used in furnishing communication service in that area.

Installation Charges

Charges which are assessed on a non-recurring basis at the establishment of a service. The terms "installation charges" and "non-recurring charges" are used interchangeably within this tariff to refer to non-variable charges.

Joint-User

An authorized-user (as defined above) who is co-authorized by the provider of the service to jointly use the service being provided.

Kbps

Kilobits per second, which denotes thousands of bits per second.

DEFINITIONS

Monthly Charges

Charges which are assessed for services included within this tariff on a recurring, monthly basis. It can be assumed that all services offered within this tariff are charged a monthly charge unless otherwise identified.

Mbps

Megabits, or millions of bits per second.

Multi-Frequency or ("MF")

An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/Key systems.

Service Surcharge

An additional sum added to the usual amount or cost.

Station

Telephone equipment from or to which calls are placed.

Trunk

A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User

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

SECTION 1 - REGULATIONS1.1 Undertaking of the Company1.1.1 Scope

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Texas under the terms of tariff. The Company's services are available to business customers.

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the service and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

1.1.2 Shortage of Equipment and Facilities

1.1.2.1 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

1.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

1.1.3 Terms and Conditions

1.1.3.1. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days' notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

1.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, 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.

SECTION 1 - REGULATIONS1.1 Undertaking of the Company (continued)1.1.3 Terms and Conditions (continued)

- 1.1.3.3 At the expiration of the initial term specified in the applicable Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current tariff rates until terminated by either party upon 30 days' written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
- 1.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Texas without regard for the State's choice of laws provisions.
- 1.1.3.5 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 1.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- 1.1.3.7 The Customer agrees to operate Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to Section 1.1.3.8 below. The Company is not liable for interruption of service due to any failure of Customer premises equipment provided by the Company or the Customer.
- 1.1.3.8 The Customer agrees to return to the Company all Company provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

SECTION 1 - REGULATIONS1.1 Undertaking of the Company (continued)1.1.4 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

1.2 Liability of the Company

1.2.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission by the Company or any third parties, shall be limited to the extension of allowances for interruption as set forth in Section 1.10, below. 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, EXEMPLARY, OR PUNITIVE DAMAGES TO CUSTOMER, OR OTHERS USING THE SERVICE SUPPLIED TO CUSTOMER BY THE COMPANY, AS A RESULT OF ANY COMPANY SERVICE, EQUIPMENT, OR FACILITIES, OR THE ACTS, OMISSIONS, NEGLIGENCE OF THE COMPANY'S EMPLOYEES, AGENTS OR SUPPLIERS.

1.2.2 With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 1.10, the Company's liability, if any, shall be limited as provided in Section 1.2.9.

SECTION 1 - REGULATIONS**1.2 Liability of the Company (continued)**

- 1.2.3 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, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over 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 military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 1.2.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.
- 1.2.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer, its employees, agents, or suppliers, or due to the failure or malfunction of Customer provided equipment or facilities. This limitation of liability also pertains to Customer premises equipment purchased or leased from the Company by the Customer.
- 1.2.6 The Customer shall indemnify and hold the Company harmless (including costs) 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, condition, location or use of any installation provided by the Company. Notwithstanding the enforcement of the above provisions, the Company further reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 1.2.7 The Company shall not be 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. No agents or employees of other participating carriers, or supplying carriers to the Company, shall be deemed to be agents or employees of the Company.

SECTION 1 - REGULATIONS1.2 Liability of the Company (continued)

- 1.2.8 Notwithstanding the Customer's obligations as set forth in Section 1.4.2, the Company shall be indemnified, defended, and held harmless (including costs) by the Customer or by others authorized by it to use the Service against any claim, loss or damage arising directly or indirectly from Customer's use of services furnished under this tariff, including:
- (a) claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company with apparatus and systems of the Customer or others; or
 - (b) Patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; or
 - (c) all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
- 1.2.9 The entire liability of the Company for any claim, loss, damage, or expense for any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service related to the claim is rendered.
- 1.2.10 **THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 1.2.11 The Company shall not be liable for any act or omission of any other company or companies supplying a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer provided systems, equipment, facilities or services which are interconnected with Company services.
- 1.2.12 The Company shall not be liable for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by Customer provided equipment (except where a contributing cause is the malfunctioning of a Company provided connecting arrangement, in which event liability of the Company shall not exceed an amount equal to a proportional amount of the Company billings for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or (2) not prevented by Customer provided equipment but which would have been prevented had Company provided equipment been used.

SECTION 1 - REGULATIONS**1.2 Liability of the Company (continued)**

1.2.13 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold 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 the Customer or by any other party, for any personal injury to, harm, or death of, any person or persons, or 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, locations or use of service furnished by the Company at such locations.

1.2.14 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 1.3.1 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may immediately, without further notice, terminate the Customer's service without liability.

1.2.15 With respect to Emergency 911 Service:

- (a) This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

SECTION 1 - REGULATIONS**1.2 Liability of the Company (continued)****1.2.15 With respect to Emergency 911 Service: (continued)**

- (b) Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

1.2.16 The Company's liability arising from errors or omissions in Directory Listings shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs.

1.2.17 In conjunction with a private listing and semi-private listing services, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable in any manner should such number be divulged.

1.2.18 When a Customer with a non-published telephone number, as defined herein, places a call to emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information under the provisions as described above.

1.3 Provision of Equipment and Facilities**1.3.1 General**

1.3.1.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

SECTION 1 - REGULATIONS**1.3 Provision of Equipment and Facilities (continued)****1.3.1 General (continued)**

1.3.1.2 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

1.3.1.3 Equipment installed at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.

1.3.1.4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer provided equipment; or
- (c) network control signaling where such signaling is performed by Customer provided network control signaling equipment.

1.3.2 Non-Routine Installation

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

1.3.3 Ownership of Facilities

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

SECTION 1 - REGULATIONS1.3 Provision of Equipment and Facilities (continued)1.3.4 Use of Service

Service is furnished for use by the Customer and may be used only by others as specifically provided elsewhere in this tariff.

1.3.4.1 Unlawful Use of Service

Service shall not be used for any purpose in violation of law or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service of a Customer when:

- (1) An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
- (2) The Company is notified in writing by a Law Enforcement Agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in intrastate, interstate, or foreign commerce in violation of law.

Termination of service shall take place after reasonable notice is provided the Customer, or as ordered by the Court.

If communications facilities have been physically disconnected by Law Enforcement officials at the premises where located, and if there is not presented to the Company the written finding of a judge, then upon written request of the Customer, and agreement to pay restoral of service charges and other applicable Service Charges, the Company shall promptly restore such service.

1.3.4.2 Obscenity

Service shall not be used to make any oral or written comment, request, suggestion or proposal, or to transmit any nonverbal material, which is obscene, lewd, lascivious, filthy or indecent, regardless of the format or avenue of transmitting the indecent or obscene material (e.g., 900 or 999 service).

1.3.4.3 Impersonation

Service shall not be used to impersonate another person with fraudulent or malicious intent.

SECTION 1 - REGULATIONS1.3 Provision of Equipment and Facilities (continued)1.3.4 Use of Service (continued)1.3.4.4 Harassment

Service shall not be used to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten, or harass such other person.

1.3.4.5 Fraudulent Use

- A. Service shall not be used to transmit a message, to locate a person, or to otherwise give or obtain information without payment of the charges applicable to such use.
- B. No device shall be used by a Customer with the service or facilities of the Company for the purpose of avoiding payment of the applicable charge.

1.3.4.6 Interference with or Impairment of Service

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

1.3.4.7 Subscribing to Adequate Service

If a Customer's use of service interferes unreasonably with the service of other Customers, the interfering Customer will be required to take service in sufficient quantity or of a different class or grade.

1.3.4.8 Telephone Solicitation by Use of Recorded Messages

Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

SECTION 1 - REGULATIONS1.3 Provision of Equipment and Facilities (continued)1.3.4 Use of Service (continued)1.3.4.9 Common Receptionist

A business Customer may extend service capable of two-way communication to the location of another business Customer for the purpose of performing clerical services which include the answering and originating of telephone calls. All regulations governing use of service and the charges normally associated with the equipment and channels involve are applicable.

1.4 Obligations of the Customer1.4.1 General

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated to the Company's right of recovery of damages to the extent of such payment;
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of all cable and associated equipment used to provide local exchange service to the Customer from the Cable building entrance or property line to the location of the equipment space described in 1.4.1(c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

SECTION 1 - REGULATIONS1.4 Obligations of the Customer (continued)1.4.1 General (continued)

- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- (f) Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 1.4.1(d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities or Customer premises equipment leased or purchased by the Customer from the Company; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowances for interruptions in service will be made for the period during which service is interrupted for such purposes.

1.4.2 Claims

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

- (a) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

SECTION 1 - REGULATIONS1.4 Obligations of the Customer (continued)1.4.2 Claims (continued)

- (b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

1.4.3 Station Equipment

The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 1.10 following is not applicable.

The Customer is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

1.4.4 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

SECTION 1 - REGULATIONS1.4 Obligations of the Customer (continued)1.4.4 Interconnection of Facilities (continued)

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

Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

1.4.5 Inspections

Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 1.4.3 for the installation, operation, and maintenance of Customer provided facilities and equipment to Company owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

If the protective requirements for Customer provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

1.5 Establishment of Service1.5.1 Application for Service

An application for service whether made orally, in writing, or by action of the Customer (e.g., use of Company's services) establishes the contract between the Company and the Customer on the terms and conditions set forth in this tariff. Neither the contract nor any rights acquired there under may be assigned or in any manner transferred.

SECTION 1 - REGULATIONS1.5 Establishment of Service (continued)1.5.2 Minimum Contract Periods

1.5.2.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new single line business Customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the Customer's account without a record keeping or service ordering charge. The Customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

1.5.2.2 Except as provided in 1.5.2.1 preceding, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to the Customers to the day the succeeding directory is first distributed to Customers.

1.5.2.3 The Company may require a minimum contract period longer than one month at the same location in connection with special (non-standard) types or arrangements of equipment, or for unusual construction, necessary to meet special demands and involving extra costs.

1.5.3 Cancellation of Application for Service Prior to Establishment of Service

1.5.3.1 Where the Company cancels an order for service prior to the start of installation or special construction of facilities, no charge applies, except to the extent Company incurs a service order or similar charge from a supplying carrier prior to the cancellation.

1.5.3.2 Where installation of facilities, other than those provided by special construction, has been started prior to the cancellation, the lower of the following charge applies:

- A. The total costs (including overheads) in connection with providing and removing such facilities.
- B. The monthly charges for the entire initial contract period of the service ordered by the Customer as provided in this tariff plus the full amount of any installation and termination charges applicable.

1.5.3.3 Where special construction of facilities has been started prior to cancellation and there is another requirement for the specially constructed facilities, in place, no charge applies.

SECTION 1 - REGULATIONS1.5 Establishment of Service (continued)1.5.3 Cancellation of Application for Service Prior to Establishment of Service (continued)

1.5.3.4 Where special construction of facilities has been started prior to the cancellation, and there is no other requirement for the specially constructed facilities, a charge equal to the costs incurred in the special construction (including overheads) applies. Where one or more, but not all, of the services involved in the special construction are canceled, a charge equal to the cost (including overheads) incurred for the discontinued service applies.

1.5.3.5 Installation or special construction of facilities for a Customer starts when the Company incurs any expense in connection therewith which would not otherwise have been incurred and the Customer has advised the Company to proceed with the installation or special construction.

1.5.4 Establishing Credit

1.5.4.1 The Company, in order to assure the payment of its charges for service, will require applicants and Customers to establish and maintain acceptable credit.

1.5.4.2 The establishment or re-establishment of acceptable credit as provided in this section shall not relieve the applicant or Customer from compliance with other provisions of this tariff as to advance payments and the payment of bills, and shall in no way modify the provisions regarding disconnection and termination of service for failure to pay bills due for service furnished.

1.5.4.3 Applicants for Service

The Company may refuse to furnish service to an applicant that has not established acceptable credit or has not paid charges for service of the same classification previously furnished by the Company or another carrier at the same or another address, until arrangements suitable to the Company, including deposit arrangements, have been made to pay such charges.

The Company may also refuse to furnish service to an applicant that has not paid charges for service of the same classification, previously furnished by any telephone company at the same or another address, until deposit arrangements suitable to the Company are made.

SECTION 1 - REGULATIONS1.5 Establishment of Service (continued)1.5.4 Establishing Credit (continued)1.5.4.3 Applicants for Service (continued)

- (1) Service applicants may establish credit in one of the following ways:
 - a. Responding in a manner satisfactory to the Company to a set of standard questions, known as the Credit Evaluation Process (CEP). The applicant may be required to provide proof in support of these responses. The written procedures for the CEP are available for public inspection at the Company's office at 840 South Canal Street, 7th Floor, Chicago, IL 60607.
 - b. Paying a cash deposit to the Company in accordance with section 1.5.5 below.
 - c. Providing a sufficient written guarantee of payment for service by a guarantor satisfactory to the Company. The guarantee shall be made in a letter that is substantially similar to the form in 1.5.4.5 below.
 - d. Providing a surety bond, provided that such surety bond has been issued by an insurance company that is satisfactory to the Company.
- (2) Business service applicants may establish credit by meeting the requirements of the Company's Business Credit Evaluation Plan of (1) b. or (1) d. preceding.
- (3) During the verification of an applicant's credit, the Company will permit service to be installed upon the advance payment by the applicant of an amount equal to applicable service charges and initial non-recurring charges applicable for service installation plus the estimated amount of the applicant's bill based upon one month's service. Such advance payment will be credited to the applicant's service account but does not relieve the applicant of his responsibility to subsequently establish credit in accordance with (1) or (2) preceding.

If credit is not so established, the Company may disconnect the service no sooner than five days after delivery or eight days after mailing of written notice of intention to disconnect.

When a Customer's service has been disconnected in accordance with the above, service will not be reconnected until the Customer has established credit.

- (4) Advance Payments only apply to business customers.

SECTION 1 - REGULATIONS1.5 Establishment of Service (continued)1.5.4 Establishing Credit (continued)1.5.4.4 Existing Customers

- (1) A Customer may be required to reestablish credit by the payment or increase of a cash deposit in accordance with section 1.5.5 following when any of the following conditions occur:
 - a. After the first twelve months that the Customer has received service, the Customer has had service disconnected twice by the Company or the Company provides evidence that the Customer used a device or scheme to obtain service without payment.
- (2) Payment by the Customer of delinquent bills will not of itself relieve the Customer from the obligation of establishing his credit with respect to the account involved or with respect to any other account in connection with the same or any other class of service which the Company may be providing such Customer.
- (3) A Customer may be required to reestablish credit in accordance with 1.5.4.3 when the amount of service furnished or the basis on which credit was formerly established has significantly changed.
- (4) If a Customer fails to reestablish his credit as required by the Company his service may be disconnected not sooner than five days after delivery or eight days after mailing of written notice of intention to disconnect.

1.5.4.5 Special rules for extending credit apply to political campaign service accounts, that is, accounts established by or on behalf of candidates for Federal, State, or Local office.

- A. The Company will require an applicant for political campaign service to:
 - (1) Make an advance payment in an amount equal to service charges and initial non-recurring charges applicable for service installation for a two (2) month period; and
 - (2) Provide security in the form of a cash deposit, a surety bond or an irrevocable bank letter of credit in an amount equal to the estimated billing for each future two (2) month period. In the case of service for less than two months, the Company will require an applicant to make an advance payment in an amount equal to the estimated billing for the entire service period.

SECTION 1 - REGULATIONS1.5 Establishment of Service (continued)1.5.4 Establishing Credit (continued)

1.5.4.5 (continued)

- B. The Company will require a political account to maintain its security on a continuing basis in an amount equal to the estimated billing for each future two-month period.

If a political account fails to supply the full amount of security required, the Company may disconnect service not sooner than 5 days after delivery or 8 days after mailing of written notice of its intention to disconnect service.

1.5.5 Cash Deposits

A conflict between the Company's guidelines and TX PUC rules will prevail in favor of the TX PUC rules.

1.5.5.1 Amount of Deposits

The amount of a deposit (U.S. currency) which an Applicant or Customer may be required to pay to the Company as a means of establishing credit shall be determined as follows:

- (A) Applicant

Business

An amount not to exceed four months of the Customer's estimated monthly billing based upon the average monthly bill for that class and type of service.

SECTION 1 - REGULATIONS1.5 Establishment of Service (continued)1.5.5 Cash Deposits (continued)1.5.5.1 Amount of Deposits (continued)

(B) Customer

Business

An amount not to exceed four months of the Company's average monthly billing for the past six months to that Customer. If the Customer has had service for less than six months, the amount will not exceed four months of the estimated monthly billing based upon the average monthly bill for that class and type of service.

1.5.5.2 Initial Payment

The initial one-half (½) of the amount is due from an applicant prior to installation and from a Customer within twelve (12) days of the date upon which the request for deposit was made. The remaining amount shall be spread equally over the next two billing periods. At the option of the Applicant or Customer, the deposit may be paid on a more expedited schedule.

1.5.5.3 Adjustment to Deposit

The amount of a deposit may be adjusted on the basis of 1.5.5.1 preceding, at the option of the Customer, applicant or the Company at any time when the character or degree of the Customer's use of the service has materially changed, or when it develops that the character or degree of such use will materially change, and such change is not temporary.

1.5.5.4 Interest to be Paid on Deposits

Interest which must be paid by all telecommunications services providers on non-residential accounts, are calculated in conformance with TX PUC rules. Interest shall be credited semi-annually and shall be paid by the Company on all deposits made for the purpose of establishing credit but in no case shall interest be allowed for a period extending beyond the date of refund or the date service is terminated, whichever date is earlier. Interest shall be computed for the date of payment of deposit and shall be paid to Customer as follows:

SECTION 1 - REGULATIONS1.5 Establishment of Service (continued)1.5.5 Cash Deposits (continued)

1. By credit to the Customer's account semi-annually, or
2. By payment, no more than once in any 12 months' period, when requested by the Customer, or
3. By adding the accrued interest to the amount of the deposit at the time such deposit is refunded or applied to an unpaid bill of the Customer in accordance with Section 1.5.5.5 following.

1.5.5.5 Refund or Application of Deposits

The Company will refund deposits upon termination of service shall be credited to the final bill and any credit balance shall be returned to the Customers, upon surrender of the receipt of certificate of deposit properly endorsed, or delivery of a cancellation receipt for the deposit, if the Company so requests, when all of the following conditions occur:

- (a) The Customer has paid any past due bill for service owed to the Company.
- (b) Service has not been discontinued for nonpayment.
- (c) The Customer has not paid late three times or more.
- (d) The Company has not provided evidence that the Customer used a device or scheme to obtain service without payment.

Or any of the following occurs:

- (a) The Customer establishes credit by other means in accordance with Section 1.5.4 preceding.
- (b) The service is terminated and the bills are paid in full, or
- (c) The applicant cancels his application for service and any charges incurred are paid in full.

When the service is terminated or the application is canceled and there are charges due the Company, the deposit plus interest will be applied to the charges, and the balance, if any returned to the Customer or applicant.

SECTION 1 - REGULATIONS1.6 Billing/Payment1.6.1 Customer Billing

These practices relate to residential billing and bill collection, residential telephone service termination, residential security deposit requirements and the right of residential customers to be heard on billing matters in dispute with their telecommunications carrier. TX PUC rules will prevail if a conflict exists between the Company's guidelines and TX PUC rules. The Company is available 24 hours a day for rate information.

Rate information is available from the Company at **1-312-878-4162**.

1.6.1.1 Bills will be issued once each month during a thirty (30) day period.

1.6.1.2 Special bills for long distance service may be issued to Customers business Customers at any time) when charges exceed 175 percent of the average of the past three months' long distance charges or of the average long distance charge for that class of service if three months actual data is not available. These bills will carry a due date which is ten days after the date that they are mailed or seven days if delivered by hand.

1.6.1.3 (Services which are charged for at other than monthly rates are billed in arrears, except when payment is made by cash deposit in the coin telephone.

1.6.1.4 An unused portion of a usage allowance (which is included in the monthly rate for certain services) in one monthly period cannot be used in any other monthly period nor will refund or credit be given.

1.6.1.5 Detailed call information, such as the time at which the call was made, its destination will not be generally provided other than for toll telecommunications message service.

SECTION 1 - REGULATIONS1.6 Billing/Payment (continued)1.6.2 Payment of Charges for Service

- 1.6.2.1 The Customer is responsible for the payment of charges for all services furnished, including, but not limited to, all calls originated or accepted at a Customer's service location regardless of the carrier providing service.
- 1.6.2.2 Payment shall be in United States currency or by instruments so denominated and payable on demand at par in Commercial banks in the locality where facilities and service are furnished.
- 1.6.2.3 Payment is due on the due date shown on the bill and may be paid by mail to the authorized payment locations.
- 1.6.2.4 When payment for service is made by check, a charge of \$25.00 will be made by the Company for each check returned by a bank to the Company for reason of not sufficient funds.
- 1.6.2.5 If the Customer remits to the Company on more than one occasion during a twelve month period a check, draft, or other instrument which is dishonored, the Company may refuse acceptance of further checks and place the Customer on a guaranteed basis. Under a guaranteed basis, the Company may refuse acceptance of anything as payment other than money orders, cashier's checks, or guaranteed instruments denominated in U.S. dollars and guaranteed by or issued by a third party acceptable to the Company. The Company shall advise the Customer in writing of the restriction and of the various options available to paying by cash.

1.6.3 Late Payment Charge

- 1.6.3.1 Late payment charges imposed by incumbent local exchange companies on unpaid non-residential accounts are calculated in conformance with TX PUC rules.
- 1.6.3.2 Business Customers will incur a late payment charge of 1.5% per month (or the highest amount lawfully allowed, whichever is lower) shall apply to amounts shown on a monthly bill which remain unpaid after the due date referred to in 1.6.2 preceding, except that the charge is not applicable as specified in 1.6.4 following. Failure to bill interest in one month does not mean the Company has waived its right to bill a Customer for accrued interest.

SECTION 1 - REGULATIONS1.6 Billing/Payment (continued)1.6.3 Late Payment Charge (continued)1.6.3.3 Regulations

- A. The late payment charge will be waived for residential Customers once in each calendar year.
- B. This charge does not apply to:
 - (1) Amounts which are in dispute at the time the late payment charge would otherwise be applied.
 - (2) federal excise tax or any other taxes levied by law directly on the Customer.
 - (3) amounts billed by the Company for other entities for which the charge is not authorized by those entities' appropriate tariffs or contracts.
- C. Credit, deposit and collection procedures outlined in this Section are not waived or foreclosed by the application of a late payment charge.

1.6.4 Failure to Pay Charges for Service

1.6.4.1 A Customer is considered to be delinquent in the payment of a bill when the total amount due is not received on or before the due date printed on the bill.

1.6.4.2 When a Customer is delinquent in the payment of a bill, the Company may disconnect the service not sooner than five (5) days after delivery or eight (8) days after mailing of written notice of intention to disconnect.

1.6.5 Restoral of Service

1.6.5.1 If any Customer's service is restored after having been disconnected in accordance with this tariff but a Company service order to terminate such service has not been completed when such service is restored, the Customer will be required to apply a restoral of services charge specified in this tariff. Monthly service charges will not apply for the period between the disconnection and reconnection.

1.6.5.2 When a Customer's service has been disconnected in accordance with this tariff and the service has been terminated through the completion of a Company service order, service will be reestablished only upon the basis of application for new service.

SECTION 1 - REGULATIONS**1.7 Termination, Discontinuance or Refusal of Service**

These practices relate to residential billing and bill collection, residential telephone service termination, residential security deposit requirements and the right of residential customers to be heard on billing matters in dispute with their telecommunications carrier.

- 1.7.1 A written notice of discontinuance of service, with reasons specified, will be sent fifteen (15) days prior to discontinuance, followed by a second written notice five (5) days prior to discontinuance of service. Notices will be sent via First Class Mail.
- 1.7.2 Service may be terminated prior to the expiration of the minimum contract period upon notice being given the Company ten days in advance and upon payment of the termination charges given below in addition to all charges due for service which has been furnished.
- A. In case of additional directory listings and joint user service, where the listing has appeared in the directory, the termination charges are the charges due to the end of the directory period.
- B. In the case of special equipment for which the minimum contract period is in excess of one month at the same location, such proportion of the sum of the cost of the equipment and of its installation, plus the cost of removal, less the salvage value of the equipment removed, as the unexpired portion of the minimum contact period bears to the full minimum contract period.
- C. In the case of termination prior to completion of the minimum contract period, upon Company being notified ten (10) days in advance and upon payment of all charges due as a result of the early termination.
- 1.7.3 Service may be terminated after the expiration of the minimum contract period, upon the Company being notified ten days in advance and upon payment of all charges due to the date of termination of the service.

SECTION 1 - REGULATIONS1.7 Termination, Discontinuance or Refusal of Service (continued)

1.7.4 The Company may discontinue or refuse service for any of the reasons stated below:

- (1) For failure to establish credit pursuant to applicable rules set forth in 1.5.4 preceding.
- (2) For failure to pay a past due bill owed the Company, including one for the same class of service furnished to the applicant or Customer at the same or another location, or where the applicant or Customer voluntarily assumed, in writing, responsibility for the bills of another applicant or Customer.
- (3) For failure to provide Company representatives with necessary access to Company owned service or equipment, after the Company has made a written request to do so.
- (4) For failure to make payment in accordance with the terms of a Deferred Payment Agreement as defined by the TX PUC.
- (5) When the Company has reason to believe that a Customer has used a device or scheme to obtain service without payment and where the Company has so notified the Customer prior to disconnection.
- (6) For violation or noncompliance with a TX PUC order.
- (7) For violation or noncompliance with any rules and regulations of the Company on file with the TX PUC for which violation of or noncompliance with the Company is authorized by tariff to deny or refuse service.
- (8) For violation of or noncompliance with municipal ordinances and/or other laws pertaining to telephone service.
- (9) For failure to pay past due bill of a previous Customer of the premises to be served, provided that the applicant for service voluntarily signed a form agreeing to assume responsibility for the bills of the previous Customer, or that the previous Customer is currently a member of the same household as the applicant.
- (10) Without notice in the event that the Customer's use of equipment adversely affects the Company's service to others.
- (11) Without notice in the event that the Customer's use of equipment will endanger public safety or health.
- (12) For a Customer who has not used the service for a period of 90 days and who appears, after investigation, to have left the community or who advised the Company that he or she does not desire to continue to be carried as a Customer.

SECTION 1 - REGULATIONS**1.7 Termination, Discontinuance or Refusal of Service (continued)**

1.7.4 The Company may discontinue or refuse service for any of the reasons stated below:
(continued)

- (13) 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.
- (14) Without notice upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service.
- (15) Without notice upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation.
- (16) Without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services.
- (17) The Customer provides false information to the Company regarding the Customer's identity, address, credit worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s).

1.7.5 The suspension or discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

1.7.6 Upon the Company's discontinuance of service to the Customer under this Section, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any provision of this tariff.

1.8 Cancellation of Service**1.8.1 Cancellation of Application for Service**

1.8.1.1 Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified herein.

SECTION 1 - REGULATIONS1.8 Cancellation of Service (continued)1.8.1 Cancellation of Application for Service (continued)

1.8.1.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

1.8.1.3 The special charges described in 1.8.1.1 and 1.8.1.2 will be calculated and applied on a case-by-case basis.

1.8.2 Cancellation of Service by the Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 1.10 below), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 1.6, all costs, fees and expenses incurred in connection with:

- (1) all Non-Recurring charges reasonably expended by Company to establish service to Customer, plus
- (2) any disconnection, early cancellation or termination charges reasonable incurred and paid to third parties by Company on behalf of Customer, plus
- (3) all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term, and
- (4) any termination liability for early termination.

1.9 Miscellaneous1.9.1 Special Conditions or Requirements

Where special conditions or special requirements of a Customer involve unusual construction or installation cost, the Customer may be required to pay a reasonable proportion of such costs.

SECTION 1 - REGULATIONS1.9 Miscellaneous (continued)1.9.2 Telephone Numbers

The Customer has no property right in the telephone number. The Company may change the telephone number of a Customer for engineering, technical, or other reasons. However, it will not change a telephone number as a penalty or to enforce payment for Company directory advertising charges.

1.9.3 Ownership and Access to Facilities

Facilities furnished by the Company remain the property of the Company until transferred or abandoned. The Customer shall provide employees and agents of the Company access to Company facilities, at all reasonable times, for the purpose of installing, rearranging, repairing, maintaining, inspecting, disconnecting, removing, or otherwise servicing such facilities.

1.9.4 Installation, Rearrangement, Repair Maintenance, Disconnection, and Removal of Facilities

All facilities furnished by the Company will be installed and maintained by it, except where such facilities are situated, in the judgment of the Company, in hazardous or inaccessible locations.

Customers may not rearrange, disconnect, remove, or otherwise tamper with, or permit others to rearrange, disconnect, remove, or tamper with any facilities furnished by the Company, authorized in this tariff, except with the Company's written consent or as otherwise specified in this tariff.

1.9.5 Transfer and Assignments

Customer may not assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the Company and payment of the applicable charges.

1.9.6 Notices and Communications

1.9.6.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

1.9.6.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

SECTION 1 - REGULATIONS1.9 Miscellaneous (continued)1.9.6 Notices and Communications (continued)

1.9.6.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

1.9.6.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

1.10 Allowances for Interruptions of Service1.10.1 Credit for Interruptions

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 12 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. 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.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Service outages between 12 and 24 hours in duration shall receive a credit for 24 hours. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

SECTION 1 - REGULATIONS1.10 Allowances for Interruptions of Service (continued)1.10.2 Restrictions on Allowance

No credit allowance will be made for:

- (a) interruptions due to the negligence or willful act of the Customer, Authorized-User or Joint-User, including but not limited to noncompliance with the provisions of this tariff.
- (b) interruptions due to the failure or malfunction of Customer provided facilities or the failure or malfunction of any other non-Company equipment;
- (c) interruptions due to electric power failure where the Customer furnishes such electric power;
- (d) 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;
- (g) interruption of service due to circumstances or causes beyond the control of the Company.

1.10.3 Use of Alternative Service Provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service.

SECTION 2 - SERVICES**2.1 Application of Rates****2.1.1 Introduction**

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff. An application for service, whether made orally, in writing, or by use of service, establishes a contract between the Company and the Customer pursuant to the terms and conditions included within this tariff. Neither the contract nor any rights acquired hereunder may be assigned or in any manner transferred to a third party by the Customer, without the Company's written approval.

2.1.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- (a) Calls are measured in durational increments identified for each service. All calls held for a fraction of a measurement increment are rounded-up to the next whole measurement unit.
- (b) Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls starts with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- (c) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off hook signal from the terminating carrier.
- (d) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call and will be billed according to applicable eastern standard or eastern daylight savings time.

SECTION 2 - SERVICES2.1 Application of Rates (continued)2.1.3 Rates Based Upon Distance

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

Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide issued by Iconectiv (formerly Telcorida), 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). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

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

- (a) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above referenced Iconectiv document.
- (b) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- (c) Square each difference obtained in step (b) above.
- (d) Add the square of the "V" difference and the square of the "H" difference obtained in step (c) above.
- (e) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- (f) 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.
- (g) FORMULA

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

SECTION 2 - SERVICES2.2 Service Area

The Company's Local Usage Service Area adopts the local calling areas of AT&T, Verizon and Windstream as defined in its tariffs on file with the Texas Public Utilities Commission.

2.3 Connection Charges2.3.1 General

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

2.3.2 Exceptions to the Charge

- A. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.
- B. The Company may from time to time waive or reduce the charge as part of a promotion.

2.4 Restoral Charge

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service.

Business
\$100.00

SECTION 2 - SERVICES

2.5 Moves, Adds and Changes

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service and is charged in addition to any other monthly or installation charge which is associated with the service the customer orders. Move, Add and Change are defined as follows:

- Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.
- Add: The addition of a vertical service to existing equipment and/or service at one location.
- Change: Change - including rearrangement or reclassification - of existing service at the same location.

	<u>Move</u>	<u>Add</u>	<u>Change</u>
Business Charge per Order	\$50.00	\$50.00	\$50.00
Line Connection (per line)	\$100.00	\$100.00	\$100.00
Record Work Only (This charge is applicable for changes that do not involve central office or premise work.)		\$50.00	

2.6 Charges Associated With Premises Visit

Trouble Isolation Charge: When a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

Per Premises Visit, Business: \$100.00

2.7 Primary Interexchange Carrier Change Charge

Customers may be presubscribed to the carrier of their choice for both interLATA and intraLATA service. The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's intraLATA or interLATA service after the initial installation of service.

\$2.50

SECTION 2 - SERVICES2.8 Business Network Switched Services2.8.1 General

Business Network Switched Service provide a business customer with a connection to the Company's switching network which enables the customer to:

- A. receive calls from other stations on the public switched telephone network;
- B. access the Company's local calling service;
- C. access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and
- D. access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).

Business Network Switched Service is provided via one or more channels terminated at the customer's premises. Each Business Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

SECTION 2 - SERVICES2.8 Business Network Switched Services (continued)2.8.2 Service Descriptions and Rates

The following Business Access Service Options are offered:

Basic Business Line Service
PBX Trunks

All Business Network Switched Service may be connected to customer-provided terminal equipment such as station sets, key systems, PBX systems, or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only. Optional Voice Mail Service is available.

2.8.2.1 Service Establishment Charge

This charge applies when the Company initially establishes the Customer's account for any service provided by the Company. This charge is applied in addition to any other monthly or installation charge that is associated with the service the Customer orders.

-Per Order		\$50.00
-Per Visit	(1 hour)	\$100.00
-After Hours	(1 hour)	\$200.00
Line Connection		\$100.00
Service Order		\$50.00

Custom Features are also available as described in this tariff.

SECTION 2 - SERVICES2.8 Business Network Switched Services (continued)2.8.3 Basic Business Line Service

A. General

Basic Business Line Service provides a customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at a flat rate included in the line price, or on a message usage basis. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines.

Each Basic Business Line has the following characteristics:

Terminal Interface: 2-wire

Signaling Type: Loop Start

Pulse Type: Dual Tone Multi-Frequency (DTMF)

Directionality: Two-way, In-Only, or Out-Only, as specified by the customer.

B. Flat Rate Basic Business Line Service

Service to points within the local calling area is included in the charge for Flat Rate Service.

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff.

Nonrecurring Connection Charge	\$10.00
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Monthly Recurring Charges:

Business Single Line	(per line)	\$20.00
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Business Multi-Line	(per line)	\$25.00
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SECTION 2 - SERVICES2.8 Business Network Switched Services (continued)2.8.4 PBX Trunk Service

A. General

Analog and/or digital PBX trunks are provided for connection of customer-provided PBX terminal equipment. Analog trunks are delivered on a DS0 level and digital trunks are delivered at the DS1 level. All trunks are equipped with multiline hunting.

DID service allows callers to reach the called party without going through a PBX attendant. DOD service allows end users to dial outside of a PBX system without going through the PBX attendant to get access to an outside line. Digital trunks cannot be two-way trunks, but must be ordered as with either Direct Inward Dialing (DID) or Direct Outward Dialing (DOD).

For DID configured PBX trunks additional charges apply for Direct Inward Dial Station numbers.

Each Analog Trunk has the following characteristics:

Terminal Interface:	2-wire or 4-wire, as required for the provision of service
Signaling Type:	Loop, Ground, E&M I, II, III
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	In-Coming Only (DID), Out-Going Only (DOD), or Two-Way

SECTION 2 - SERVICES2.8 Business Network Switched Services (continued)2.8.4 PBX Trunk Service (continued)

B. Flat Rate Analog PBX Trunks

1. General

Service to points within the local calling area is included in the charge for Flat Rate Analog PBX Trunk Service.

2. Rates

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff.

Nonrecurring Connection Charge: \$10.00

Monthly Recurring Charges: \$30.00

Terminal Numbers:

1-10 lines in terminal group \$5.00

11-20 lines in terminal group \$10.00

21 + lines in terminal group \$15.00

SECTION 2 - SERVICES2.8 Business Network Switched Services (continued)2.8.4 PBX Trunk Service (continued)

C. Message Rate Analog PBX Trunks

1. Description

Message Rate Analog PBX Trunks provide the customer with a single, analog, voice grade telephonic communications channel that can be used to place or receive one call at a time. Local calls on two-way trunks and DOD trunks are billed on a message rate basis. DID trunks are arranged for one-way inward calling only.

2. Rates

Charges for each Message Rate PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the total number of calls during the billing period.

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff.

Nonrecurring Connection Charge:	\$10.00
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Monthly Recurring Charges:	\$30.00
----------------------------	---------

Terminal Numbers:

1-10 lines in terminal group	\$5.00
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11-20 lines in terminal group	\$10.00
-------------------------------	---------

21 + lines in terminal group	\$15.00
------------------------------	---------

3. Message Usage Charges

Per Message Charge	\$0.01
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SECTION 2 - SERVICES2.8 Business Network Switched Services (continued)2.8.4 PBX Trunk Service (continued)

D. Analog DID Trunks

Nonrecurring Connection Charge	\$10.00
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Monthly Recurring Charges (per trunk)	\$5.00
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DID Station Numbers:

- Each Group of 20	\$1.00
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- Each Group of 100	\$12.00
---------------------	---------

SECTION 2 - SERVICES2.8 Business Network Switched Services (continued)2.8.4 PBX Trunk Service (continued)

E. Digital PBX Trunk Service

1. Description

Digital PBX Trunk Service provide a customer with connection to the Company switch via a DS1 digital fiber optic transmission facility operating at 1.544 Mbps and time division multiplexed into 24 analog voice grade telephonic communications channels. Digital PBX Trunks are provided for connection of customer-provided PBX equipment or trunk capable key systems to the Company switch. Each Digital PBX Trunk has the following characteristics:

Terminal Interface:	Channel Bank or DSX-1 panel
Signaling Type:	Loop, Ground, E&M I, II, III
Start Dial Indicator:	Immediate Wink, Delay Dial, Dial Tone
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	In-Coming or Out-Going Only, as specified by the customer

Service to points within the local calling area is included in the charge for Digital PBX Trunk Service.

SECTION 2 - SERVICES

2.8 Business Network Switched Services (continued)

2.8.4 PBX Trunk Service (continued)

E. Digital PBX Trunk Service (continued)

2. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff. Charges for each Message Rate Digital PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the total number of calls during the billing period.

Where appropriate facilities do not exist, Special Construction charges will also apply.

Nonrecurring Connection Charge: \$250.00

Monthly Recurring Charges:

Flat Rate:

- Facility	\$100.00
- Per Active Channel (DID)	\$10.00
- Per Active Channel (DOD)	\$10.00

Message Rate:

- Facility	\$100.00
- Per Active Channel (DID)	\$10.00
- Per Active Channel (DOD)	\$10.00

3. Message Usage Charges

Per Message Charge \$0.01

SECTION 2 - SERVICES2.9 Supplemental Services2.9.1 Custom Calling Service

2.9.1.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

2.9.1.2 Feature Descriptions and Rates

Rates in this section are applied on a monthly basis unless otherwise specified:

CALL WAITING \$1.00

Provides a tone signal when a second call is coming in on a busy line.

CALL FORWARDING-Variable \$1.00

Permits a customer to automatically transfer all incoming calls to another dialable telephone number.

THREE-WAY CALLING \$1.00

Adds a third party to an established connection without operator assistance.

SPEED CALLING \$1.00

Allows a customer to call other telephone numbers by dialing a code rather than the complete telephone number.

SECTION 2 - SERVICES2.9 Supplemental Services2.9.1 Custom Calling Service

2.9.1.2 Feature Descriptions and Rates (continued).

DISTINCTIVE RINGING \$1.00

This feature allows a customer to designate up to ten telephone numbers from which incoming calls will have a distinctive ring. For customers with call waiting, a distinctive call-waiting signal will be received if a call from one of the designated telephone numbers is waiting.

CALL SCREENING \$1.00

Customer can designate 10 numbers from which incoming calls will be connected to a pre-recorded announcement that calls are not being taken now.

PREMIUM NUMBER SERVICE \$1.00

Premium Number Service: Premium numbers are those telephone numbers that end in 00, 000 or 0000. Premium numbers are assigned on a first come, first served basis and are limited to those numbers that exist in the Company's inventory, as acquired, according to industry numbering assignment practices. Premium numbers can be used in conjunction with other services offered by the Company. Standard usage charges that appear in this tariff for other services used with premium numbers will also apply.

Service Set Up Charge (non-recurring) \$100.00

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Airus, Inc
840 South Canal Street, 7th Floor
Chicago, IL 60607

SECTION 2 - SERVICES2.9 Supplemental Services2.9.1 Custom Calling Service

2.9.1.2 Feature Descriptions and Rates (continued)

CALLER ID \$3.00

This Central Office feature provides for the display of the incoming telephone number on a customer provided display device attached to the customer's telephone or answering machine with a built-in display screen. The Caller ID feature will forward the calling number from the appropriately equipped terminating central office to the customer provided display device. The Company will forward all telephone numbers subject to technical limitations.

CALLER ID WITH NAME \$5.00

This Central Office feature is only offered to customers being served by appropriately equipped central offices and subscribing to caller ID. This feature provides for the display of the listed name associated with the telephone number from which the call is being made. The name will be delivered to a customer provided display device. The company will forward all calling names subject to technical limitations.

SECTION 2 - SERVICES2.9 Supplemental Services2.9.1 Custom Calling Service

2.9.1.2 Feature Descriptions and Rates (continued)

BUSY LINE TRANSFER

\$1.00

In the event that the called telephone number is busy, this feature automatically forwards incoming calls to a predetermined telephone number served by the same central office switch, or provides inter-switch forwarding to a predetermined, dialable telephone number where technically available. If incoming calls are transferred to a number served by the same or a different central office switch, multiple calls will be transferred simultaneously provided that there are sufficient facilities to accept the calls.

This feature is not compatible with Call Waiting or Direct Inward Dialing Service.

ALTERNATE ANSWERING

\$1.00

In the event that the telephone number is not answered within the Company designated parameters, normally three to four rings, this feature automatically forwards incoming calls to a predetermined, or a different central office switch, multiple calls will be transferred simultaneously provided that are sufficient facilities to accept the calls.

SECTION 2 - SERVICES2.9 Supplemental Services2.9.1 Custom Calling Service

2.9.1.2 Feature Descriptions and Rates (continued)

MESSAGE WAITING TONE \$1.00

Allows an audible signal, stutter dial tone, to be present on the line when a message is waiting.

**BUSY LINE TRANSFER,
ALTERNATE ANSWERING,
MESSAGE WAITING TONE** \$1.00

Allows access to all three services.

CUSTOMER CONTROL OPTION

Allows the customer to activate/deactivate the Busy Line Transfer and Alternate Answering features and to change the number to which the calls are forwarded.

Busy Line Transfer \$1.00

Alternate Answering \$1.00

EASY CALL \$1.00

Provides automatic dialing of a number when the customer's line is taken off-hook, at 7-second intervals.

SPECIAL DELIVERY SERVICE \$1.00

When a busy or don't answer condition exists on an outgoing call, this feature automatically forwards the calling party to a pre-determined telephone number.

SECTION 2 - SERVICES2.9 Supplemental Services2.9.1 Custom Calling Service

2.9.1.2 Feature Descriptions and Rates (continued)

CALL CONTROL \$2.00

Available with Basic Exchange Access Service and ISDN service. Customer has the ability to screen outgoing call, then block or allow calls. This feature can be activated and deactivated and provides a PIN number to the subscriber. Customer can block long distance, Operator Assisted, specific telephone numbers, prefix and/or area codes, and/or all outgoing calls.

REMOTE CALL FORWARDING

First	\$5.00
Second	\$5.00

Remote Call Forwarding (CO Based), provides a method to automatically transfer all incoming calls to another dialed number at all times. The dialable number is user defined. The dialed number can be either 7 or 10 digit numbers (POTS) and can be changed via a service order. No physical telephone is required at the subscribed dialed number. Multiple simultaneous call paths can be provided, with each additional path priced at the rates above. (Business Service Ordering and Line Connection Charges apply.)

SECTION 2 - SERVICES2.9 Supplemental Services2.9.1 Custom Calling Service

2.9.1.2 Feature Descriptions and Rates (continued)

900 SPECIAL ACCESS CODE BLOCKING N/C

Blocks access from a company provided Exchange Access Service to customer dialed 900 numbers.

976 PREFIX BLOCKING SERVICE N/C

Blocks access from a company provided Exchange Access Service to customer dialed 976 numbers.

AUTOMATIC CALL BACK Per Activation \$1.00

Allows a customer to return most recent incoming calls whether answered or not. If the line to which the request is made is idle, the call goes through, if the line is busy, the automatic callback continues to attempt until the line is free. The request is deactivated after 30 minutes or six unanswered ring backs if the call is not completed.

REPEAT DIALING Per Activation \$1.00

Allows a Customer, by dialing a particular code, to redial a dialed number a specified number of times or until a party answers the call.

SECTION 2 - SERVICES2.10 Operator Assistance Surcharges2.10.1 General

Operator Assistance Surcharges apply when a customer utilizes either an automated or live Company operator for purposes of completing or billing a call. Operator Assistance Surcharges apply in addition to local usage or long distance usage services as identified in this tariff.

2.10.2 Operator Assistance Surcharges -- Rate Schedule

PERSON-TO-PERSON \$5.00

Operator assists caller by beginning to bill the call only when a specifically identified party answers the phone.

BILLED TO A THIRD NUMBER \$5.00

Operator assists the caller by billing the call to a verified number other than the station number from which the call is being made or by which the call is received.)

COLLECT CALLS \$5.00

Operator assists the caller by verify charges with, and billing the call to, the party receiving the call.

SECTION 2 - SERVICES2.10 Operator Assistance Surcharges (continued)2.10.2 Operator Assistance Surcharges -- Rate Schedule (continued)**CALLING CARD ASSISTANCE**

Operator assists the caller by accepting and/or billing, and/or completing a call based upon information pertaining to a billable calling card.

Automated Assistance (where available)	\$5.00
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Non-Automated Assistance	\$10.00
--------------------------	---------

SENT - PAID/OPERATOR ASSISTED	\$5.00
--------------------------------------	--------

Operator assistance provided to stations capable of accepting pre-payment by terms of coin or non-calling card credit arrangements.

BUSY LINE VERIFICATION	\$5.00
-------------------------------	--------

Operator assists caller by verifying the busy status of an exchange access line. Charged for each verification.

BUSY LINE VERIFY AND INTERRUPT	\$5.00
---------------------------------------	--------

Operator assists caller by first verifying the busy status of an exchange access line and then by interrupting the communications on the line to alert the communicating parties of the caller's need to reach the busy line.

SECTION 2 - SERVICES2.11 Directory Services2.11.1 General

Directory services allow customers to customize the manner in which their Company assigned telephone numbers appear in published directory and/or are used by dialable directories and Company operators. This section applies only to services provided by the Company.

2.11.2 Directory Services -- Rate Schedule**ALPHABETICAL DIRECTORY LISTING**

N/C

One listing, without charge, is provided in the alphabetical section of the directory of the local exchange area in which the Customer's premises is located. This listing is termed the primary listing and is provided for each line provided pursuant to the Company's Exchange Access Service. Where two or more lines are arranged to hunt, all of those lines so arranged constitute a separate Customer Service.

EXTRA LISTINGS

An Extra Listing is any listing of a name or information in connection with a Customer's access line number beyond that provided pursuant to the Alphabetical Directory Listing Service provided above.)

Per Month for each listing:

\$2.10

SECTION 2 - SERVICES2.11 Directory Services (continued)2.11.2 Directory Services -- Rate Schedule (continued)**PRIVATE LISTING**

A telephone number that is not listed in either the directory assistance records or the alphabetical directory or that section of the directory containing the regular alphabetical list of names of Exchange Access Customers.

Per Month for each listing: \$1.00

SEMI-PRIVATE LISTING

A telephone number that is not listed in the alphabetical directory or that section of the directory containing the regular alphabetical list of names of Exchange Access Customers. The telephone number is listed in the directory assistance records and will be furnished upon request of the calling party.

Per Month for each listing: \$1.00

DIRECTORY ASSISTANCE CALL

D.A. Call services furnish the customer with either automated or operator assisted access to the Company's Directory Services database on a dial-up basis. A maximum of two number requests will be accommodated per D.A. Call Service call.

Per Call \$1.00

SECTION 2 - SERVICES2.11 Directory Services (continued)2.11.2 Directory Services -- Rate Schedule (continued)**INFORMATION CALL COMPLETION**

Information Call Completion (ICC) is available as an add-on to the Company's D.A. Call Service. ICC allows the customer to connect directly to a number requested via the Company's D.A. Call service by means of operator dialing.

Per Call Completed

\$1.00

Mobile telephone service customers will only be eligible for ICC service if an alternate billing option is used, i.e., calling card, billed-to-third number, collect and person-to-person special handling. However, should a mobile carrier request the option, the Company will provide ICC to a mobile carrier on a sent-paid basis.

SECTION 2 - SERVICES

2.12 Direct Inward Dial (DID) Services

2.12.1 General

DID is a service which permits incoming dialed calls to be dialed directly by a calling party station associated with a switching system located on the Carrier's Customer Premises. These lines support inbound calling traffic only.

2.12.2 Direct Inward Dial Service -- Rate Schedule

	Monthly Recurring Charge	Non-Recurring Charge
DID Trunk Termination Charges		
Each DID trunk termination in central office, per trunk	\$50.00	\$50.00
Each DID trunk termination in Central Office arranged for Touch-Tone signaling.	\$50.00	\$50.00
Subsequent additions, deletions or rearrangements of DID trunk terminations in addition to above charges, per occasion.	\$50.00	\$50.00
DID Number Charges		
Each group of 10 assigned DID station numbers or fraction thereof, each group	\$2.00	\$2.00
Each group of 10 Reserved DID station numbers or fraction thereof, each group	\$2.00	\$2.00
Business		
DID Service from a Remote Central Office		
Mileage charges apply in addition to the rates specified preceding. Mileage charges are those specified for Foreign District Service as appropriate.		
Each new installation, addition, or rearrangement of trunks that provide DID service from a Remote Central Office, per occasion.	\$50.00	\$50.00

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SECTION 2 - SERVICES

2.13 2-Way Direct Inward Dialing (DID) With Call Transfer

2.13.1 General

2-Way Direct Inward Dialing (DID) with Call Transfer is a service that permits incoming calls to reach customer provided equipment, without the assistance of an attendant, and allows the transfer of those calls to another line. Touch-Tone is a standard feature of this service.

2.14 Miscellaneous Services

Monthly Rate

TOLL RESTRICTION SERVICE

Toll Restriction Service will not allow inter-MSA 1+, 0+, 0-, 10XXX, or 700 calls to be completed.

- per line equipped \$1.00

Toll billing exception that prevents third number billed and collect call is also a customer option.

INTERCEPT REFERRAL EXTENSION SERVICE

Provides notification to calling parties about changes in the status of the called party's telephone line. (An Add / Change Charge applies to add or change the length of months requested)

\$1.00

TEMPORARY INTERCEPT

Enables a Customer to have incoming calls intercepted for 1 month. (Regular Exchange Access Service billing continues and an Add/Change charge applies)

- per Central Office Line
- per Port Intercepted

Non-Recurring Charge

\$5.00
\$5.00

SECTION 2 – SERVICES

2.15 Customer Requested Service Suspensions

2.15.1 At the request of the customer the Company will suspend incoming and outgoing service on the customer's access line for a period of time not to exceed one year. The equipment is left in place and directory listings are continued during the suspension period without change. At the customer's request the Company will provide the customer with an intercept recording referring callers to another number.

2.15.2 The Company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction during the period of suspension.

Period of Suspension

Charge

- | | |
|--|-------------------------------------|
| - First Month or Partial Month | Regular Monthly Rate (no reduction) |
| - Each Additional Month (up to the one year limit) | 1/2 Regular Monthly Rate |

2.16 Service and Promotional Trials

2.16.1 General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential customer to a service not previously subscribed to by the customer.

2.16.2 Regulations

- A. Appropriate notification of the Trial will be made to all eligible customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.
- B. During a Trial, the service(s) is provided automatically to all eligible customers, except those customers who choose not to participate. Customers will be offered the opportunity to decline the service both in advance and during the trial. A customer can request that the service be removed during the trial and not be billed a charge for the period that the feature was in place. At the end of the trial, customers that don't contact the Company to indicate they wish to retain the service will be disconnected at no charge.
- C. During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed during the trial and not be billed a charge for the period that the service was in place. At the trial's end, customers that don't contact the Company will be disconnected from the service.

SECTION 2 – SERVICES2.16 Service and Promotional Trials (continued)2.16.2 Regulations (continued)

- D. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.
- E. The Company retains the right to limit the size and scope of a Promotional Trial.

2.17 Message Toll Services2.17.1 General

The Company offers MTS intrastate, interLATA, and intraLATA interexchange long distance service utilizing switched or dedicated access arrangements between the Customer's premise and the Company's facilities for call origination. Call termination is completed through a combination of Company facilities and LEC switched access arrangements.

2.17.2 Timing of Calls

Long distance usage charges are based on the actual usage of the Company network. Chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.

Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is sixty (60) seconds. In addition, unless otherwise specified in this Tariff, usage is measured thereafter in sixty (60) second increments and rounded to the next higher sixty (60) second period.

2.17.3 Wide Area ("WATS") and Message ("MTS") Toll Services

The Company offers WATS and MTS intrastate interexchange long distance service utilizing switched or dedicated access arrangements between the Customers Premises and the Company's facilities for call origination. Call termination is completed through a combination of Company facilities and LEC switched access arrangements.

SECTION 2 – SERVICES

2.17 Message Toll Services (continued)

2.17.4 Long Distance Usage Rates

2.17.4.1 Switched Services

The Company's Switched Service is offered to business customers for both inbound and outbound, intraLATA, and interLATA, calling over standard switched lines. Calls are billed in sixty (60) second increments after an initial minimum call duration of sixty (60) seconds. The following rates are not time of day sensitive or distance sensitive, and apply 24 hours a day, 7 days a week.

A. Switched Inbound Usage Charges

DAY/EVENING/NIGHT/WEEKEND

Mileage / Time of Day	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.03	\$0.03

B. Switched Outbound Usage Charges

DAY/EVENING/NIGHT/WEEKEND

Mileage / Time of Day	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.03	\$0.03

SECTION 2 – SERVICES

2.17 Message Toll Services (continued)

2.17.4 Long Distance Usage Rates (continued)

2.17.4.2 Dedicated Services

The Company's Dedicated Service is offered to business and residential customers for both inbound and outbound, intraLATA and interLATA, calling over dedicated access lines. Calls are billed in sixty (60) second increments after the initial minimum call duration of sixty (60) seconds. The following rates are not time of day sensitive or distance sensitive, and apply 24 hours a day, 7 days a week.

A. Dedicated Inbound Usage Rates

DAY/EVENING/NIGHT/WEEKEND

Mileage / Time of Day	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.03	\$0.03

B. Dedicated Outbound Usage Rates

DAY/EVENING/NIGHT/WEEKEND

Mileage / Time of Day	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.03	\$0.03

SECTION 2 – SERVICES

2.17 Message Toll Services (continued)

2.17.4 Long Distance Usage Rates (continued)

2.17.4.3 Recurring Charges

Customers will incur the following monthly Recurring Charges:

	<u>SWITCHED ACCESS</u>	<u>DEDICATED ACCESS</u>
Per 800 Number	\$1.00	\$1.00
Accounting Codes (non-verified)	\$1.00	\$1.00
Authorization Codes/BTN (verified)	\$1.00	\$1.00
Authorization Code change/add/delete	\$1.00	\$1.00
Monthly Recurring Charge Per T-1	N/A	\$200.00

2.17.4.4 Non-Recurring Charges

Customers will incur the following Non-recurring Charges:

	<u>SWITCHED ACCESS</u>	<u>DEDICATED ACCESS</u>
Per 800/888 Number	\$5.00	\$5.00
Accounting Codes (non-verified)	\$5.00	\$5.00
Authorization Codes/BTN (verified)	\$5.00	\$5.00
Authorization Code change/add/delete	\$5.00	\$5.00
Set and Installation Charge	\$50.00	\$50.00

SECTION 2 – SERVICES

2.17 Message Toll Services (continued)

2.17.4 Long Distance Usage Rates (continued)

2.17.4.5 Directory Assistance

The Company provides Directory Assistance as an ancillary service exclusively to its customers. Directory Assistance is accessible by dialing “1” plus the area code of the desired number, and 555-1212. The customer may request up to two numbers per call to Directory Assistance.

Directory Assistance, per call: \$0.75

2.17.4.6 Long Distance Operator Assistance Service \$2.50

2.17.4.7 Pay Telephone (Payphone) Surcharge

A surcharge shall be assessed for each call made from a pay telephone to an 800 number or using a travel card and dialing the carrier prefix in the form 101XXXX. Although collected on the customer’s bill, this charge is reimbursed to pay telephone service provider.

Per Call \$0.50

2.17.4.8. Non-Sufficient Funds Checks

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

2.17.4.9 Late Payment Charge

Customers will be charged 1.5% of any amounts owed to the Company beyond the due date for such payment.

2.18 Local Number Portability

Local Number Portability gives end users the ability to move numbers from another service provider to the Company’s local exchange service. The charge for this service is a carrier charge that covers the specific costs the Company incurs to dip an LNP database

Non Recurring Charge, Per DID \$5.00

SECTION 3 – SPECIAL ARRANGEMENTS**3.1 General**

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; (4) combinations thereof.

3.1.1 Special Contractual & Individual Case Basis Arrangements

The Company may enter into contractual arrangements with Customers for services. The rates for special contractual arrangements will be included in this tariff, or may include products or services in the case of unique or special arrangements. These contractual arrangements may include additional terms and conditions that are consistent with tariffed provisions.

3.2 Basis for Computing Rates for Special Arrangements

The costs referred to in 3.1 preceding may include one or more of the following items to the extent they are applicable:

- A. cost of installing the facilities to be provided including estimated costs for the rearrangements of existing facilities. Costs may include the following:
 - i. equipment and materials provided or used,
 - ii. engineering, labor and supervision,
 - iii. transportation, and
 - iv. rights of way;
- B. cost of maintenance,
- C. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities, with an appropriate allowance for the estimated net salvage;
- D. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E. license preparation, processing and related fees;
- F. tariff preparation, processing and related fees;
- G. any other identifiable costs related to the facilities provided; or
- H. an amount for return and contingencies.

SECTION 3 – SPECIAL ARRANGEMENTS**3.3 Termination Liability for Special Arrangements**

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer as follows:

- A. the termination liability period is the estimated service life of the facilities provided,
- B. the amount of the maximum termination liability is equal to the estimated amounts for:
 - i. Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
 - (a) equipment and materials provided or used,
 - (b) engineering, labor and supervision,
 - (c) transportation, and
 - (d) rights of way;
 - ii. license preparation, processing, and related fees;
 - iii. tariff preparation, processing, and related fees;
 - iv. cost of removal and restoration, where appropriate; and
 - v. any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The applicable termination liability method applies to calculations regarding the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 3.3 (B) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 3.3 (B) preceding shall be adjusted to reflect the re-determined estimate net salvage, including any reuse of facilities provided. This product is adjusted to reflect applicable taxes.