

Illustrative Tariff Schedule Applicable To
LOCAL EXCHANGE TELECOMMUNICATION SERVICES

Within the State of

COLORADO

360NETWORKS (USA) INC.

867 Coal Creek Circle
Suite 160
Louisville, CO 80027
877.993.4237

This Tariff contains the descriptions, regulations, and rates applicable to the provision of specialized, discretionary, on demand local exchange telecommunications services provided by 360networks (USA) inc. (“Company”), with principal offices at 867 Coal Creek Circle, Suite 160, Louisville, CO 80027. This Tariff is on file with the Colorado Public Utilities Commission (“Commission”), and copies may be inspected, during normal business hours, at the Company’s principal place of business.

1st Amended Advice Letter No. 1

Issued: October 17, 2005

Issued By:

Patrick Summer
Vice President and General Counsel
867 Coal Creek Circle, Suite 160
Louisville, CO 80027

Decision No. C05-1198

Effective: November 25, 2005

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Advice Letter No. 3

Issued: June 21, 2007

Issued By:

Gary Ray
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Effective: July 9, 2007

CHECK PAGE

Pages of this Tariff 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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* Pages included with this filing.

Advice Letter No. 9

Issued By:

Gary Ray
Vice President and Co-General Counsel
370 Interlocken Blvd., Suite 600
Broomfield, CO 80021

Issued: March 1, 2011

Decision No. C11-0179

Effective: April 1, 2011

EXPLANATION OF SYMBOLS

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

- | | | |
|-----|---|-----|
| (C) | Change in text due to a changed regulation, term, or condition, which does not affect rates | (T) |
| (D) | Discontinued service or deleted material. | |
| (I) | Rate increase. | |
| (R) | Rate reduction. | |
| (M) | Material moved from or to another part of the utility's tariff, a footnote indicating where the material was moved from and where the material was moved to shall accompany all "M" classified changes. | |
| (N) | New material, including new products, rates, terms, or conditions. | |
| (T) | Change in text not related to change in rates, charges, terms, or conditions. | (T) |

Advice Letter No. 8
Issued By:

Gary Ray
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Issued: March 31, 2010

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Effective: April 19, 2010

APPLICATION OF TARIFF

This Tariff sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of basic local exchange Services by 360networks (USA) inc., hereinafter referred to as the “Company” or “360 networks,” to retail Customers within the State of Colorado. The Company’s Services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.

This Tariff is on file with the Colorado Public Utilities Commission. In addition, this Tariff is available for review at the main office of 360networks (USA) inc., 867 Coal Creek Circle, Suite 160, Louisville, CO 80027.

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TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the Page. Pages are numbered sequentially. However, new Pages are occasionally added to the Tariff. When a new Page is added between Pages already in effect, a decimal is added. For example, a new Page added between Pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each Page. These numbers are used to determine the most current Page version on file with the Commission. Because of various suspension periods, deferrals, etc., the most current Page number on file with the Commission is not always the Tariff Page in effect. Consult the Check Page for the Page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Pages** - When a Tariff filing is made with the Commission, an updated Check Page accompanies the Tariff filing. The Check Page lists the Pages contained in the Tariff, with a cross-reference to the current revision number. When new Pages are added, the Check Page is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this Page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some Pages.) The Tariff User should refer to the latest Check Page to find out if a particular Page is the most current on file with the Commission.

SECTION 1 – DEFINITIONS

Access Line: An arrangement from a local Exchange Telephone Company or other Common Carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

Advance Payment: Part or all of a payment required before the start of Service.

Authorized User: A person, firm or corporation authorized by the Customer to be an end-User of the Service of the Customer.

Central Office: A local exchange switching unit that is used to interconnect Exchange Access Lines within a specified area.

Channel or Circuit: A path for transmission between two (2) or more points having a bandwidth and termination of Customer's own choosing.

Commission: The Colorado Public Utilities Commission

Common Carrier: An authorized company or entity providing telecommunications services to the public.

Company: 360networks (USA) inc., the issuer of this Tariff.

Customer: The person, firm, partnership, corporation, municipality, cooperative organization, governmental agency, etc., that is provided Service and that is responsible for the payment of charges and compliance with the terms and conditions of this Tariff.

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

SECTION 1 – DEFINITIONS, Continued

Exchange Area: A geographically defined area described through the use of maps or legal descriptions to specify areas where individual telephone exchange companies hold themselves out to provide local communications services.

Exchange Telephone Company or Telephone Company: Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an Exchange Area, and between Exchange Areas within the LATA.

FCC: Federal Communications Commission.

Individual Case Basis (“ICB”): A Service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer.

Interexchange Carrier (IXC): A long distance telecommunications services provider.

Local Exchange Carrier (“LEC”): A provider of local telephone service.

Local Calling Area: The area within which a Subscriber for local exchange Service may make telephone calls without incurring a long distance charge.

SECTION 1 – DEFINITIONS, Continued

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

Non-recurring Charge (NRC): The initial charge, usually assessed on a one-time basis, to initiate and establish Service. NRC includes, but is not limited to, charges for construction, installation, or special fees for which the Customer becomes liable at the time the Service Order is executed.

Premises: Denotes a building, a portion of a building in a multi-tenant building, or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public thoroughfare.

Private Branch Exchange (“PBX”): Customer equipment used to manage and process calls over the Customer’s internal multi-instrument telephone network.

Private-Line Facility: A non-switched facility dedicated to the Customer’s use from transmitting and receiving data and other communications.

Service: Any means of Service offered herein or any combination thereof.

Service Area: The area in which the Company provides Service.

Station: The network control signaling unit and any other equipment provided at the Customer’s Premises which enables the Customer to establish communications connections and to effect communications through such connections.

Subscriber: The person, firm, partnership, corporation, or other entity who utilizes Telecommunications Service from 360networks (USA) inc.

SECTION 1 – DEFINITIONS, Continued

Terminal Equipment: Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Trunk: A communications path, connecting two (2) switching systems in a network, used in the establishment of an end-to-end connection.

Two-Way: A Service attribute that includes dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage Charges: Charges for minutes or messages traversing over local exchange facilities.

User or End User: A Customer, joint User, or any other person authorized by a Customer to use Service provided under this Tariff.

SECTION 2 – REGULATIONS**2.1. UNDERTAKING OF THE COMPANY****2.1.1. Scope**

This Tariff schedule sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of specialized combined local exchange and interexchange intrastate telecommunications Services offered by Company to commercial retail Customers in the State of Colorado, subject to availability of facilities.

The Company is responsible under this Tariff only for the Services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

If this Tariff contains provisions that deny or restrict a Customer's rights otherwise protected by Commission rules, Commission rules supersede any conflicting Tariff or Tariff provisions that deny or restrict any of those rights, unless otherwise ordered by the Commission, court order, or statute.

2.1.2. Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to 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.
- B. 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 to furnish Service from time to time as required at the sole discretion of the Company.

SECTION 2 – REGULATIONS, Continued**2.1. UNDERTAKING OF THE COMPANY, Continued****2.1.3. Terms and Conditions**

- A. Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day.
- B. In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- C. Presubscribed Service may be disconnected upon written notice to the Customer pursuant to Commission rules.
- D. This Tariff shall be interpreted and governed by the laws of the State of Colorado regardless of its choice of laws provision.
- E. Any other Telephone Company may not interfere with the right of any person or entity to obtain Service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain Service directly from the Company.
- F. To the extent that either the Company or any other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other Telephone Company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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SECTION 2 – REGULATIONS, Continued**2.1. UNDERTAKING OF THE COMPANY, Continued****2.1.4. Limitations on Liability**

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

SECTION 2 – REGULATIONS, Continued**2.1. UNDERTAKING OF THE COMPANY, Continued****2.1.4. Limitations on Liability, Continued**

- D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) Common Carriers or warehousemen, except as contracted by the Company;
 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 3. Any unlawful or unauthorized use of the Company's facilities and Services;
 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or Services; or by means of the combination of Company-provided facilities or Services;
 5. Breach in the privacy or security of communications transmitted over the Company's facilities;

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SECTION 2 – REGULATIONS, Continued**2.1. UNDERTAKING OF THE COMPANY, Continued****2.1.4. Limitations on Liability, Continued**

D. Continued

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A of this Section 2.1.4.
7. Defacement of or damage to Customer Premises resulting from the furnishing of Services or equipment on such Premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any non-completion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that Service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's Services or facilities.

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SECTION 2 – REGULATIONS, Continued

2.1. UNDERTAKING OF THE COMPANY, Continued

2.1.4. Limitations on Liability, Continued

- E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F. The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G. Failure by the Company to assert its rights pursuant to one provision of this Tariff does not preclude the Company from asserting its rights under other provisions.

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SECTION 2 – REGULATIONS, Continued**2.1. UNDERTAKING OF THE COMPANY, Continued****2.1.5. Provision of Equipment and Facilities**

- A. To the extent that facilities are required to serve the Customer, the Company shall use reasonable efforts to make available facilities 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.
- B. In the event the Company misses a service call (i.e., an appointment for a premise visit associated with installation of new service by more than four hours, the Company will make a credit to the monthly bill of the Customer in the amount of one-third the tariffed rate that was to be charged. This credit shall also apply when the Company misses scheduled installation work to be done in the central office.
- C. The Company shall use reasonable efforts to maintain only the facilities and equipment 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 or equipment installed by the Company, except upon the written consent of the Company.
- D. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided the Customer.
- E. Equipment the Company provides or installs 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 it was provided.
- F. The Customer shall be responsible for the payment of Service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2 – REGULATIONS, Continued**2.1. UNDERTAKING OF THE COMPANY, Continued****2.1.5. Provision of Equipment and Facilities, Continued**

G. 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. Subject to this responsibility, the Company shall not be responsible for:

1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
2. the reception of signals by Customer-provided equipment.

2.1.6. Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours. In that case, 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.

SECTION 2 – REGULATIONS, Continued**2.2. PROHIBITED USES**

- 2.2.1** The Services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2.** The Company may require Applicants for Service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3.** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other Users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4.** A Customer, joint User, or Authorized User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company. The Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications Services. Such a transfer will be treated as a disconnection of existing Service and installation of new Service, and non-recurring installation charges as stated in this Tariff will apply.

SECTION 2 – REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER****2.3.1. General**

The Customer is responsible for complying with Tariff regulations. Specific Customer responsibilities include, but are not limited to the following:

- A. the payment of all applicable charges pursuant to this Tariff;
- B. 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 Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 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 conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1.C. Any and all 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;

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SECTION 2 – REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.1. 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. 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 2.3.1.D; 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, any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.

SECTION 2 – REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.2. Liability of the Customer**

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in Subsection A, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other rate page of the Company, or otherwise, for any Interruption of, interference to, or other defect in any Service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or User of the Company's Services for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Tariff including but not limited to mistakes, omissions, Interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or User contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or User and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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SECTION 2 – REGULATIONS, Continued**2.4. CUSTOMER EQUIPMENT AND CHANNELS****2.4.1. General**

A User may transmit or receive information or signals via the facilities of the Company. The Company's Services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its Services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this Tariff.

2.4.2. Station Equipment

- A. Terminal Equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its Terminal Equipment to the Company Point of Connection.
- B. 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 to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

SECTION 2 – REGULATIONS, Continued**2.4. CUSTOMER EQUIPMENT AND CHANNELS, Continued****2.4.3. Interconnection of Facilities**

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication 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 that are applicable to such connections.
- C. Facilities furnished under this Tariff may be connected to Customer-provided Terminal Equipment in accordance with the provisions of this Tariff. All such Terminal Equipment shall be registered by the FCC pursuant to Part 68 of Title 47, Code of Federal Regulations, 47 C.F.R. Section 68; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to Services provided under this Tariff only to the extent that the User is an "End User", as defined in Section 69.2(m), Title 47, Code of Federal Regulations (2004 edition).

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SECTION 2 – REGULATIONS, Continued**2.4. CUSTOMER EQUIPMENT AND CHANNELS, Continued****2.4.4 Inspections**

- A. Upon suitable 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 2.4.2.A for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. 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.

SECTION 2 – REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS

2.5.1. Payment for Service

- A. The Customer is responsible for the payment of all charges for facilities and Services furnished by the Company to the Customer and to all Authorized Users by the Customer.
- B. The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.
- C. Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring or usage based charges.

1st Amended Advice Letter No. 1
Issued By:

Patrick Summer
Vice President and General Counsel
867 Coal Creek Circle, Suite 160
Louisville, CO 80027

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SECTION 2 – REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.2. Billing and Collection of Charges**

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

- A. Charges shall be due and payable by the due date, which shall be at least fifteen (15) days past the bill issuance date or five (5) days past the mailing date, whichever is later, unless otherwise agreed to in advance. A bill is considered past due if not paid within thirty (30) days of the due date on the invoice. (C)
- B. The Company shall present invoices monthly to the Customer, in advance of the month in which Service is provided. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.
- C. When Service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day on which the Service or facility becomes available for use. The Service Commencement Date may be postponed by mutual agreement of the parties, or if the Service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the Service, Circuit, arrangement or component is discontinued.

Advice Letter No. 8
Issued By:

Gary Ray
Vice President and Co-General Counsel
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Broomfield, CO 80021

Issued: March 31, 2010

SECTION 2 – REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.2. Billing and Collection of Charges, Continued

- E. If any portion of the payment is not received by the Company within thirty (30) days of the due date, the bill is considered to be past due and a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received within thirty (30) days of the date due multiplied by 1.5%.
- F. The Customer will be assessed a charge of twenty dollars (\$20.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.
- G. If Service is disconnected by the Company in accordance with Section 2.5.6. following, then the Company may reconnect service upon the Customer's payment of the past due balance and all applicable installation charges.
- H. Interest rates applied to Customer deposits held by Company will be 0.34% (R)

SECTION 2 – REGULATIONS, Continued
2.5. PAYMENT ARRANGEMENTS, Continued**2.5.3. Disputed Bills**

- A. Any Customer who disputes a portion of a bill rendered for Company Services shall pay the undisputed portion of the bill and notify the Company that such unpaid amount is in dispute within ninety (90) days of receipt of the bill. If such notice is not received by the Company within ninety (90) days as indicated above, the Company shall consider the bill statement to be due and payable in full by the Customer. Billing disputes may be addressed to Company's Customer service organization via the Company's toll-free telephone number, 800.609.1025 or via U.S mail to the Company's address, 370 Interlocken Blvd., Suite 600, Broomfield, CO 80021. Customer service representatives are available from 9:00 a.m. to 5:00 p.m. Central time. (T)
- B. Upon notification of a dispute, the Company will notify the Customer within five (5) working days of its receipt of the written dispute notice and shall undertake an investigation of the disputed charges. At the conclusion of the investigation, the Company will notify the Customer of any amount determined by the Company to be correctly charged and Customer shall pay such amount to the Company within five (5) working days. Amounts determined by the Company to be correctly charged also will be subject to the late payment charge specified in this Tariff. (T)
- C. In the event a Customer and the Company cannot resolve a billing dispute to their mutual satisfaction, the Customer may contact the Colorado PUC and proceed in accordance with the Commission's Rules. The address and telephone numbers for the Commission are:

Colorado Public Utilities Commission
 1560 Broadway Suite 250
 Denver, Colorado 80202

Telephone: 303-894-2070
 Toll Free in Colorado only: 800-456-0858
 Facsimile: 303-894-2065

(T)
 (T)

 Advice Letter No. 8

Issued By:

Gary Ray
 Vice President and Co-General Counsel
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SECTION 2 – REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.3. Disputed Bills, Continued**

- D. When a Customer cannot pay a bill in full, the Company may continue to serve the Customer if the Customer and the Company agree on a reasonable portion of the outstanding bill to be paid immediately, and the manner in which the balance of the outstanding bill will be paid. A reasonable time period for amortization of past-due amounts shall be three months for commercial customers.
- E. In deciding on the reasonableness of a particular agreement, the Company will take into account the Customer's ability to pay, the size of the unpaid balance, the Customer's payment history and length of Service, and the amount of time and reasons why the debt is outstanding.
- F. Payments are to be applied to the undisputed balance owed by the Customer. A Customer may designate how a payment insufficient to pay the total balance due shall be applied. If applicable, and in the absence of instructions from the Customer, a partial payment shall be allocated first to local exchange Services. Such payments shall be applied first to the oldest undisputed balances.
- G. If a Customer fails to make the payment agreed upon by the date that it is due, the Company may, but is not obligated to, enter into a second payment arrangement.
- H. A Customer's failure to pay for undisputed MTS charges billed by the Company may result in loss of 0+, 0- and 1+ dialing access to MTS Services until such time as the Customer pays the undisputed charges and applicable reconnection charges, if any.
- I. Customer failure to pay undisputed charges for other Services may result in discontinuance of those Services.

SECTION 2 – REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.4. Refusal to Provide Service**

The Company will provide reasonable notice before terminating or restricting access to such Services, except where notice is not required. The Company will provide reasonable notice before modifying a Customer's existing MTS Service. Nothing in this rule abrogates Customers' rights under the Company's Tariffs or filings, written agreements with Customer, or obligations otherwise imposed by statutory or common law.

The Company may refuse to provide Service at one or more of the same Customers' Premises for the following reasons:

- A. The Applicant has an outstanding amount due for similar Services and the Applicant is unwilling to make acceptable arrangements with the Company for payment.
- B. A condition exists which in the Company's judgment is unsafe or hazardous to the Applicant, the general population, or the Company's personnel or facilities.
- C. Customer is known to be in violation of the Company's Tariffs filed with the Commission.
- D. Failure of the Customer to furnish such funds, suitable facilities, and/or rights-of-way necessary to serve the Customer and which have been specified by the Company as a condition for providing Service.
- E. Applicant falsifies his or her identity for the purpose of obtaining Service.

SECTION 2 – REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.5. Cancellation of Application for Service**

- A. Applications for Service may be either done by contacting the Company by telephone or in writing. Where the Company permits a 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 below.
- B. 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 incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of Services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had Service commenced (all discounted to present value at six percent).
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. Charges will be calculated and applied on a case-by-case basis.

SECTION 2 – REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.6. Cancellation of Service by Company**

A. Company may immediately discontinue furnishing the Service to a Customer without written notice or incurring liability:

1. If there is a condition that is determined to be immediately dangerous or hazardous to life, physical safety or property; or
2. If the service was obtained fraudulently or without authorization of the Company or is being used for, or suspected of being used for fraudulent purposes; or
3. Upon order by any court, the Commission, or any other duly authorized public authority.

B. Company may discontinue Service without liability upon fifteen (15) days written notice to the Customer (except as provided in Section 2.5.6.A.), via first-class mail, prior to discontinuance of Service:

(C)

1. For violation of this Tariff, including without limitation, non-payment of bills for Service, refusal to provide Company with either a deposit or advance payment,; or
2. For violation or noncompliance with the Commission's rules and regulations regarding application for and provisioning of service by providers; or
3. When necessary for Company to comply with any order or request of any governmental authority having jurisdiction ;or
4. Obtaining service by subterfuge, which includes, but is not restricted to, an application for service at a location in the name of another party by a customer whose account is delinquent and ho continues to reside at the premises.
5. For nonpayment of service provided.

Advice Letter No. 8
Issued By:

Gary Ray
Vice President and Co-General Counsel
370 Interlocken Blvd., Suite 600
Broomfield, CO 80021

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SECTION 2 – REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.7. Payment Arrangements**

- A. If the customer continues to pay all current bills, the company shall not discontinue service for non-payment of a past due amount for jurisdictional services if an amortization agreement has been entered into. The amortization period is three months for commercial customers. The past due amount must be greater than twice the average monthly bill for the class of service to which the customer belongs over the last three months for the use of jurisdictional services.
- B. Dial tone will not be disconnected from 12 noon on any day the business office of the company will not be open the following day until 8 a.m. the next day the business office is open for a full business day.
- C. The customer must contact the company prior to the discontinuance of service that was noticed on at least ten (10) days written notice to the customer, due to nonpayment, to make payment arrangements for the outstanding balance. The arrangements must be agreeable to the company. Any arrangement agreed upon must be kept or service may be disconnected without further notice.

1st Amended Advice Letter No. 1
Issued By:

Patrick Summer
Vice President and General Counsel
867 Coal Creek Circle, Suite 160
Louisville, CO 80027

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SECTION 2 – REGULATIONS, Continued**2.6. ALLOWANCES FOR INTERRUPTIONS IN SERVICE**

2.6.1. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.

- A. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative or discovered by the company (whichever occurs first), and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- B. If a service, facility or circuit is interrupted but the customer declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- C. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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Patrick Summer
Vice President and General Counsel
867 Coal Creek Circle, Suite 160
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SECTION 2 – REGULATIONS, Continued**2.6. ALLOWANCES FOR INTERRUPTIONS IN SERVICE, Continued****2.6.2. Limitations on Allowances**

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

- A. Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A service will not be deemed to be interrupted if a Customer continues voluntarily make use of the service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and

2.6.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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SECTION 2 – REGULATIONS, Continued**2.6. ALLOWANCES FOR INTERRUPTIONS IN SERVICE, Continued****2.6.4 Application of Credits for Interruptions in Service**

Credits will be made under Section 2.6 for Service interruptions of more than eight (8) hours during a continuous twenty-four (24) hour period after being reported by the Customer or found to be out of order by the Company, whichever occurs first. The adjustment will be a credit on the monthly bill proportional to the duration of the Service interruption, with each occurrence of the loss of Service for 8 hours during the 24 hours time period counting as one day. For purposes of computing a credit every month is considered to have 30 days.

Credit formula: $\text{Credit} = (A/30) \times B$

A = total monthly charge for affected Service

B = outage time in days, which is out of service 8 or more hours in a 24-hour period.

SECTION 2 – REGULATIONS, Continued

2.7. CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF THE NETWORK

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's Services provided under this Tariff.

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Vice President and General Counsel
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SECTION 2 – REGULATIONS**2.8. NOTICES AND COMMUNICATIONS**

- 2.8.1.** 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 the Customer may also designate a separate address to which the Company's bills for Service shall be mailed.
- 2.8.2.** 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.
- 2.8.3.** Except as otherwise stated in this Tariff, 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 placement 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.
- 2.8.4.** 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.

2.9. TAXES, FEES AND SURCHARGES

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for Services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this Tariff, such taxes, fees and surcharges are in addition to rates as quoted in this Tariff and will be itemized separately on Customer invoices.

SECTION 2 – REGULATIONS

[Reserved for future use]

1st Amended Advice Letter No. 1
Issued By:

Patrick Summer
Vice President and General Counsel
867 Coal Creek Circle, Suite 160
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SECTION 3 – DESCRIPTION OF SERVICE**3.1. APPLICATION OF RATES****3.1.1. Types of Charges**

A. Per use charges apply to Company's call completion Service, as set forth in this Tariff.

B. Payment (Accounting) Fees

1. Late Fee
2. Return Check Fee

C. Taxes and Surcharges

1. Customer Liability for Taxes and Fees

Telephone usage is subject to all federal, state, local taxes, surcharges and mandated regulatory fees including but not limited to universal service fund, universal service fund carrier cost recovery fee and Access Line fees.

2. Surcharges

The following surcharges apply to customer billing.

- (a) Federal Regulatory Fee (FCC)
- (b) Local Number Portability (LNP)
- (c) Federal Line Charge (EUCL)
- (d) Telecommunications Relay Services
- (e) Low Income Telephone Assistance Program
- (f) Colorado High Cost Fund

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SECTION 3 – DESCRIPTION OF SERVICE, Continued**3.1. APPLICATION OF RATES, Continued****3.1.2. Call Timing for Usage Sensitive Services**

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 which are fractions of a measurement increment are rounded-up to the next whole 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).
- 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.

3.1.3. Promotions

The Company may provide promotional offerings from time to time. The Company will notify the Colorado PUC fourteen (14) days in advance of the rates, terms & conditions of any such promotions.

3.1.4. Individual Case Basis Arrangements

When the Company furnishes a facility or Service for which a rate or charge is not specified in the Company's Tariff, or when the Company offers rates or charges which may vary from Tariff arrangements, rates and charges will be determined on an Individual Case Basis (ICB). The rates and charges for ICBs will be specified by contract between the Company and the Customer.

SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.2. EXCHANGE SERVICE AREAS

3.2.1. Local exchange boundaries and rate centers are the same as those contained in Qwest’s Exchange and Network Service Tariff, Colorado PUC No. 20. Specific retail exchanges served appear at Attachment 1 to this Tariff.

(T)

3.2.2. Local exchange boundaries and rate centers are the same as those contained in CenturyTel of Colorado, Inc. and CenturyTel of Eagle, Inc. tariff Colorado PUC No. 13. The Company incorporates by reference the exchange maps of CenturyTel of Colorado, Inc. and CenturyTel of Eagle, Inc. appearing in tariff Colorado PUC No. 13. Specific retail exchanges served appear at Attachment 2 to this Tariff.

(N)

(N)

Advice Letter No. 3

Issued: June 21, 2007

Issued By:

Gary Ray
Vice President and Co-General Counsel
867 Coal Creek Circle, Suite 160
Louisville, CO 80027

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SECTION 3 – DESCRIPTION OF SERVICE, Continued**3.3. EXCHANGE ACCESS SERVICES**

3.3.1. Exchange Access Services provide a Customer connection to Company's network, enabling the Customer, among other things, to:

- A. Originate communications to other points on Company's network;
- B. Receive communications from other points on Company's network;
- C. Access Company's Service as set forth in this and other Company Tariffs;
- D. Access local, interexchange and international telecommunications services provided by other authorized carriers and the customers of such carriers to the extent such carriers are interconnected with Company's network;
- E. Access Company's business office for Service-related assistance;
- F. Access 911 or E911 services, where available, operator services, directory assistance, and telecommunications relay services;
- G. Access Operator-Assisted Calling Services; and
- H. Access Directory Assistance.

3.3.2. Exchange Access Services may not be available to originate calls to other telephone companies' caller-paid information services (*e.g.*, NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services may be blocked by Company's facilities.

3.3.3. Exchange Access Customers receive one listing per assigned telephone number in the local White Pages Directory and receive a copy of the White Pages Directory at no additional charge.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued**3.4. DIRECTORY LISTING**

Company does not publish a directory or other similar listing of its Customers. However, Company will arrange for Customers, other than Customers requesting non-published service, to be listed in the directories and directory assistance records of the applicable incumbent local exchange carrier in accordance with the incumbent's listing service Tariff schedule, subject to availability of such listing service to Company's Customers. Company hereby concurs in such schedules on file with the Commission that are current and effective as of the effective date of this Tariff sheet.

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SECTION 4 –RATES AND CHARGES**4.1. EXCHANGE ACCESS SERVICE**

	Business	
	MRC	NRC
Individual Line Flat Rate Service	\$35.00	\$50.00
Additional Line Flat Rate Service	n/a	n/a
Individual Line Measured Rate Service	\$0.00	\$65.00
Returned Check Charge	\$20.00	

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SECTION 4 – RATES AND CHARGES, Continued

4.2. HIGH COST SUPPORT MECHANISM

Company contributes to the Colorado High Cost Support Mechanism as required under 4 *Code of Colorado Regulations* 723-2-2840. A surcharge for the High Cost Support Mechanism will appear as line item on all monthly bills.

(N)

Monthly Surcharge is 2.2%.

(N)

4.3. TELEPHONE RELAY SYSTEM

Company contributes to the Colorado Telephone Relay System as required under 4 *Code of Colorado Regulations* 723-2-2820. A surcharge for the Telephone Relay Services will appear as a line item on all monthly bills and is assessed on each line.

(N)

Monthly Charge Per Access Line: \$0.12

(N)

SECTION 4 – RATES AND CHARGES, Continued

4.4. COLORADO LOW-INCOME TELEPHONE ASSISTANCE PROGRAM (LITAP)

The Colorado Low-Income Telephone Assistance Program Access Line Charge will be charged in addition to all recurring Basic Local Exchange Residential and Business service access line charges, and to Public, Semi-Public, and Public Access Line (PAL) lines on a monthly basis, with the exception of (i) state and local government bodies; and (ii) those subscribers eligible for the Low-Income Telephone Assistance Program.

Monthly Charge Per Access Line: \$0.03 (R)

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SECTION 4 – RATES AND CHARGES, Continued

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SECTION 4 – RATES AND CHARGES, Continued

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SECTION 4 – RATES AND CHARGES, Continued**4.5. N-1-1 ABBREVIATED DIALING CODES****4.5.1. Description**

A. Abbreviated dialing codes enable callers to connect to a location in the phone network that otherwise would be accessible only via a seven or ten-digit telephone number. The network must be pre-programmed to translate the three-digit code into the appropriate seven or ten-digit telephone number and route the call accordingly. For N-1-1 codes, the first digit can be any digit other than 1 or 0 and the last two digits are both 1.

B. The following N-1-1 abbreviated dialing codes were assigned for specific uses by FCC Decision Nos. 97-51 and 00-256, issued in CC Docket 92-105:

211 - Community Information and Referral Services

311 - Non-Emergency Governmental Services

511 - Traffic and Transportation Information

711 - Telecommunications Relay Service

811 – Call before digging

4.5.2. Terms and Conditions

A. The offering of these abbreviated dialing codes can be delivered via regular exchange access lines (by individual business line, residential line, PBX trunks, etc.)

B. Access to these abbreviated dialing codes is not available through the following dialing arrangements:

1+

0+, 0- (credit card, third-party billing, collect calls)

101XXXX

In addition, operator assisted calls will not be completed.

C. The Company will provide only the delivery of the calls. The entity that has been granted authorization to use the N-1-1 abbreviated dialing code will be responsible for providing any announcements and services to the callers.

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