

REQUEST TO ESTABLISH DOCKET
(PLEASE TYPE)

Date 8/28/03

Docket No. 030870-T1

1. Division Name/Staff Name Division of Competitive Markets and Enforcement/McCoy

2. OPR Toni McCoy/CMP *jm*

3. OCR Legal

4. Suggested Docket Title Acknowledgment of registration as intrastate interexchange telecommunicatio
company effective August 22, 2003, by Auris, LLC.

5. Suggested Docket Mailing List (attach separate sheet if necessary)

A. Provide NAMES OR ACRONYMS ONLY if a regulated company.

B. Provide COMPLETE NAME AND ADDRESS for all others. (Match representatives to companies.)

1. Parties and their representatives (if any):

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. Interested persons and their representatives (if any):

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

6. Check one:

Documentation is attached.

Documentation will be provided with recommendation.

ORIGINAL



THE REGNUM GROUP, INC.

Regulatory & Communications Consultants

8181 NW 36th Street, Suite 4, Miami, Florida 33166

Tel: (305) 468-1645 Fax: (305) 468-8509

reg@regnumgroup.com

August 22, 2003

Florida Public Service Commission
Division of Telecommunications
Attention: Toni McCoy
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Regarding: Auris, LLC (IXC)

To Whom It May Concern:

Enclosed please find an original and one (1) copy of Auris, LLC filing for a Certificate of Public Convenience and Necessity as well as the initial interexchange tariff.

Please acknowledge receipt of this filing by returning, file-stamped, the extra copy of this cover letter in the self addressed stamped envelope provided for that purpose.

Questions regarding this filing may be directed to Matthew Schulman or Don Johnston at 305-468-1645 or emailed to reg@regnumgroup.com.

Sincerely,

Don Johnston
Regulatory Consultant

dj/ms
Enclosure

2003 AUG 26 PM 3:45

DISTRIBUTION CENTER

2003 AUG 26 AM 9:44

DOCUMENT NUMBER DATE

08039 AUG 28 '03

REG-COMM SECTION CLERK

IXC REGISTRATION FORM

Company Name Auris, LLC

Florida Secretary of State Registration No. L02000003930

Fictitious Name(s) as filed at Fla. Sec. of State N/A

Company Mailing Name Auris, LLC

Mailing Address 5225 N.W. 87 Ave., Suite 100, Miami, FL 33178

Web Address N/A

E-mail Address dcontreras@auristechnology.com

Physical Address 5225 N.W. 87 Ave., Suite 100, Miami, FL 33178

Company Liaison Contreras Daniel

Title CFO

Phone (305) 261-7778

Fax (305) 436-8385

E-mail address dcontreras@auristechnology.com

Consumer Liaison Daniel Contreras

Title CFO


Address 5225 N.W. 87 Ave., Suite 100, Miami, FL 33178

Phone (305) 261-7778

Fax (305) 436-8385

E-mail address dcontreras@auristechnology.com

My company's tariff as required in Section 364.04, Florida Statutes, is enclosed with this form. I understand that my company must notify the Commission of any changes to the above information pursuant to Section 364.02, Florida Statutes. My company will owe Regulatory Assessment Fees for each year or partial year my registration is active pursuant to Section 364.336, Florida Statutes. My company will comply with Section 364.603, Florida Statutes, concerning carrier selection requirements, and Section 364.604, Florida Statutes, concerning billing practices.


Signature of Company Representative Daniel Contreras/ CFO
Printed/Typed Name of Representative

8/22/03
Date

Interexchange Tariff

REGULATIONS AND SCHEDULE OF CHARGES

APPLICABLE TO INTRASTATE INTEREXCHANGE SWITCHED SERVICES

FURNISHED BY

AURIS, LLC

This tariff contains the rates, terms, and conditions applicable to intrastate interexchange services provided by Auris, LLC (Auris) with its principal offices at 5225 NW 87th Ave., Suite 100, Miami, Florida 33178-2124. This tariff applies for services furnished within the State of Florida. The provisions of this tariff apply only to the intrastate interexchange services described in this tariff.

The services described in this tariff may be provided by any means wire, terrestrial communications systems, satellite, microwave, and other transmission systems, or any combination thereof. A copy of this tariff is on file with the Florida Public Service Commission, and copies may be inspected during normal business hours at the Company's principal place of business.

ISSUED:

EFFECTIVE: _____

By:

Daniel Contreras – CFO
5225 NW 87th Ave., Suite 100
Miami, FL 33178-2124

Interexchange Tariff

CHECK SHEET

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

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	25	Original
2	Original	26	Original
3	Original	27	Original
4	Original	28	Original
5	Original	29	Original
6	Original	30	Original
7	Original	31	Original
8	Original	32	Original
9	Original	33	Original
10	Original	34	Original
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		

ISSUED:

EFFECTIVE: _____

By:

Daniel Contreras – CFO
5225 NW 87th Ave., Suite 100
Miami, FL 33178-2124

Interexchange Tariff

TABLE OF CONTENTS

Title Sheet..... 1
Check Sheet..... 2
Table of Contents..... 3
Symbols Sheet 4
Tariff Format Sheets..... 5
Section 1 - Technical Terms and Abbreviations..... 6
Section 2 - Rules and Regulations 12
Section 3 - Description of Service 30
Section 4 - Rates 34

ISSUED:

EFFECTIVE: _____

By:

Daniel Contreras – CFO
5225 NW 87th Ave., Suite 100
Miami, FL 33178-2124

Interexchange Tariff

SYMBOLS SHEET

The following are the only symbols used for the purposes indicated below:

- D - Delete or Discontinue
- I - Change Resulting in An Increase to A Customer's Bill
- M - Moved from Another Tariff Location
- N - New
- R - Change Resulting in a Reduction To A Customer Bill
- T - Change in Text or Regulation but No Change to Rate or Charge

ISSUED:

EFFECTIVE: _____

By:

Daniel Contreras – CFO
5225 NW 87th Ave., Suite 100
Miami, FL 33178-2124

Interexchange Tariff

TARIFF FORMAT SHEETS

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FL PSC. For example, the 4th revised Sheet 14 cancels the 3rd revised sheet 14. Because of various suspension periods, deferrals, Etc., the FL PSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet 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 Sheets - When a tariff filing is made with the FL PSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. 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. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FL PSC.

ISSUED:

EFFECTIVE: _____

By:

Daniel Contreras – CFO
5225 NW 87th Ave., Suite 100
Miami, FL 33178-2124

Interexchange Tariff

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

1.1 Definitions:

Access Line – A facility arrangement, which connects the customer’s location to the Company’s POP

Access Service Request – An order placed with a Local Access Provider for Local Access.

Account Code – A series of digits entered by End User to associate a call with a particular department, cost center, or Customer. A non-verified Account Code shall be accepted if it contains the proper number of digits. A verified Account Code shall only be accepted if it can be matched with a number on the list of valid Account Codes provided by End User.

Alternative Access - A form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service.

Ancillary Charges – Charges for supplementary Services as set forth in this Tariff which may consist of both nonrecurring and monthly recurring charges.

Authorization Code - A numerical code, one or more of which are available to a Customer’s End Users to enable him/her to access the Company, and which are used by the Company both to prevent unauthorized access to its facilities and to identify the Customer for billing purposes.

Available/Availability – Condition in which Company has the facilities necessary to provide Service and such facilities are not already committed to other parties or other Customers and are accessible for Service to Customer, as determined by the Company, in its sole discretion.

Casual Calling – Access to Company’s network and the subsequent use of Service by an End User Customer through the dialing of a carrier access code in the format 101XXXX, where the four (4) digits represented by the “X” are the unique Carrier Identification Code (CIC) assigned to Company.

Channel(s) or Circuit(s) – A communications path between two or more points.

Conversation Minutes – For billing purposes, calls are billed based on Conversation Minutes, which begin when the called party answers, as determined by answer supervision, and end when either party disconnects.

Company or Carrier – Auris, LLC (Auris)

Completed Calls – Completed calls are calls answered on the distance end. In the event a Customer is charged for an incomplete call, the Company will issue credit to the Customer upon request.

ISSUED:

EFFECTIVE: _____

By:

Daniel Contreras – CFO
5225 NW 87th Ave., Suite 100
Miami, FL 33178-2124

Interexchange Tariff

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS continued

1.1 Definitions continued:

Customer - The person, firm, corporation or other entity, which orders, Service and is therefore responsible for the payment of charges due as a result of using the Service and for compliance with the Company's tariff. The Customer may be a certified reseller of Telecommunications Services who, under the terms of a Service Agreement, orders or uses Service and is therefore responsible for the payment of charges due and for compliance with the Carrier's tariff regulations.

Customer Provided Equipment (CPE) – Terminal equipment provided by the customer.

Day Rate Period- From 8:00 AM up to, and including, 4:59 PM local time at the originating terminal on Monday through Friday, excluding holidays.

Demarcation Point (DEMARC) - That point at which operational control or ownership of communications facilities changes from one organizational entity to another.

Due Date – The last day for payment without unpaid amounts being subject to a late payment charge as indicated on Company's invoice to Customer.

End User: The ultimate user of a telecommunications service which either; (1) orders service through a certified Reseller Company or (2) uses the Company's Casual Calling Service directly as a Customer through dialing the Company's designated access code or other access number.

Evening Rate Period - From 5:00 PM up to 11:59 PM local time at the originating terminal, Monday through Friday and all day Saturday, Sunday and Holidays.

FL PSC – Florida Public Service Commission

Holidays - The Company's recognized holidays are New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

Holiday Rate Period – The Evening Rate will apply to all calls made on Carrier recognize Holidays listed herein, provided Evening rates are included in the calling plan.

Individual Case Basis (ICB) – Determines involving situations where nonstandard arrangements are required to satisfy specialized needs. The nature of such Service requirements makes it difficult or impossible to establish general Tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they shall be offered pursuant to such terms and conditions when set forth in writing and subscribed to by authorized representatives of Customer and Company.

Information Services – The term "Information Services" has the same meaning as contained in 47 U.S.C. § 153(20), as interpreted by the FCC and federal courts.

Interconnection - The linkage used to join two or more communications units, such as systems, networks, links, nodes, equipment, circuits, and devices.

ISSUED:

EFFECTIVE: _____

By:

Daniel Contreras – CFO
5225 NW 87th Ave., Suite 100
Miami, FL 33178-2124

Interexchange Tariff

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS continued

1.1 Definitions continued

Installation – Establishment of Service.

Interexchange Service – Service provided to a Customer over a Channel or Circuit between a Company designated POP in one exchange and a Company designated POP in another exchange.

LATA (Local Access Transport Area) - A geographical area established for the provision and administration of communications Service, as provided for in the Modification of Final Judgment (MFJ), the consent decree between the Incumbent Local Exchange Companies (ILEC's) and the Department of Justice, and further modifications thereto.

Local Access – The portion of the Service between a Customer premise and a Company designated POP.

Local Access Provider – An entity providing Local Access.

Local Exchange Carrier (LEC) – The local telephone utility that provides exchange telephone services.

Measured Use Service – The provision of long distance measured time communications telephone service to customers who access the carrier's services at its switching and call processing equipment by means of access facilities obtained from another carrier, by the customer, or otherwise provided at its own expense (the Customer is responsible for arranging for the access line).

Meet-Me-Room – Interconnection cross-connect room normally located within a Carrier Hotel. The exact location within the Carrier Hotel where connections between two or more common carriers or local exchange carriers individual terminal blocks on the two sides of a distribution frame, or between terminals on a terminal block are made thereby completing the interconnection.

Message - A completed telephone call by a Customer or user.

Nonrecurring Charge – One –time charge relevant to Service.

Normal Business Hours – 8:00 AM to 5:00 PM, Monday through Friday, excluding Holidays.

off-hook - the condition that exists when an operational telephone instrument or other user instrument is in use.

Off-Net – A circuit that is not On-Net.

on-hook - condition that exists when an operational telephone, or other user instrument, is not in use

ISSUED:

EFFECTIVE: _____

By:

Daniel Contreras – CFO
5225 NW 87th Ave., Suite 100
Miami, FL 33178-2124

Interexchange Tariff

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS continued

1.1 Definitions continued

On Net – A circuit traversing the Auris Network, both end points of which originate and terminate at a Auris designated POP.

Point of Presence (POP) - A physical location within a local access and transport area (LATA) at which an inter-LATA or interexchange carrier establishes itself for the purpose of obtaining LATA access and to which the local exchange carrier provides access services.

Premises – Where telecommunications service is provided from the DEMARC to the space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the Customer separated by a public thoroughfare, a railroad right of way or a natural barrier.

Reseller – A Customer which purchases Service from the Company through a Service Agreement and resells service to its own End Users. End Users of a Reseller are not Customers of the Company. A Reseller must be authorized to operate in Florida before it can Resell Services to its End Users.

Service – Auris Interexchange Services as described in this Tariff as modified from time to time.

Service Agreement – An agreement between the Carrier and Customer which, subject to the terms and conditions of this tariff; defines the relationship between Carrier and Customer.

Service Commitment Period – The period selected by the Customer, agreed to by the Company and stated on the relevant Service Agreement, during which Company will provide and Customer will accept and pay for the Service described herein.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications as contained in and has the same meaning as 47 U.S.C. § 153(46), as interpreted by the FCC and federal courts.

Term – Service Commitment Period.

Terminal Equipment – All telephone instruments, including pay telephone equipment, the common equipment of large or small key and PABX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system of the telephone utility.

Terminal Room – The location within a multi-dwelling unit (MDU) where the appropriate service provider demarcation points exist for coaxial cable, fiber or fixed wireless technologies, which are used for the provision(ing) of single line or multi-line telephone service within the MDU.

 ISSUED:

EFFECTIVE: _____

By:

 Daniel Contreras – CFO
 5225 NW 87th Ave., Suite 100
 Miami, FL 33178-2124

Interexchange Tariff

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS continued

1.1 Definitions continued

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

V & H Coordinates (V&H) – ‘Vertical and Horizontal’ Coordinates used throughout the telecommunications industry, not only for determining distances between points, but also for designating the locations of switches, transmission facilities, and other items of telephone plant.

ISSUED:

EFFECTIVE: _____

By:

Daniel Contreras – CFO
5225 NW 87th Ave., Suite 100
Miami, FL 33178-2124

Interexchange Tariff

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS continued

1.1 Abbreviations:

CPE – Customer Provided Equipment (see Definitions above)

DEMARC – Point of Demarcation (see Definitions above)

ICB – Individual Case Basis (see Definitions above)

LATA – Local Access Transport Area

LEC – Local Exchange Company

MTS – Message Toll Service

PABX – Private Branch Exchange

POP – Point of Presence (see Definitions above)

SAL – Special Access Line

V & H – Vertical and Horizontal (see Definitions above)

ISSUED:

EFFECTIVE: _____

By:

Daniel Contreras – CFO
5225 NW 87th Ave., Suite 100
Miami, FL 33178-2124

Interexchange Tariff

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company.

- 2.1.1 The Company provides interexchange telecommunications Service to the Company's Reseller Customers, except that, due to the nature of Services provided, End Users may access Company's Casual Calling Service, for the transmission of voice, data, and other types of telecommunications.
- 2.1.2 The Company's telecommunication service and facilities are furnished for communications originating and terminating at specified points within the state of Florida under the terms of this tariff.
- 2.1.3 Communications originate when the Customer accesses the Company directly or through the facilities of the local service carrier utilizing one or more access lines, equal access, or on a dial-up basis.
- 2.1.4 The Company installs, operates and maintains the communications Services provided herein in accordance with the terms and conditions set forth under this tariff.
- 2.1.5 The Company's Services and facilities are provided on a monthly basis unless ordered on a longer-term basis, and are available (24) twenty-four hours per day, (7) seven days per week.
- 2.1.6 Company owns or operates transmission facilities within the State and/or resells telecommunications Services provided by other carriers. Notwithstanding the resale of telecommunications Services provided by other carriers, Customer shall be considered a Customer of Company, and not a Customer of any other carrier.
- 2.1.7 Carrier may, when authorized by Customer, act as Customer's agent for ordering dedicated Access Lines or facilities provided by other carriers to allow connection of specified locations of Customer and/or its End Users to the network of Carrier. Customer shall be responsible for all charges due for such Service arrangements.

ISSUED:

EFFECTIVE: _____

By:

Daniel Contreras – CFO
5225 NW 87th Ave., Suite 100
Miami, FL 33178-2124

Interexchange Tariff

SECTION 2 - RULES AND REGULATIONS continued**2.2 Limitations on Service**

- 2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.2.2 The Company's reserves the right to discontinue furnishing Service, or limit the use of Service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using Service in violation of the law or the provisions of this tariff.
- 2.2.3 Title to any equipment provided by the Company under these regulations remains with the Company. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any assignee or transferee.
- 2.2.4 All facilities provided under this tariff are directly controlled by the Company and the Customer may not transfer or assign the use of Service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the Service or facilities.
- 2.2.5 Customers reselling or rebilling Services must have a certificate of Public Convenience and Necessity as an Interexchange Telecommunications Services in compliance with the Rules of the FL PSC 25-24.4701.
- 2.2.6 the provision of Service shall not create a partnership or joint venture between the Company and Customer nor result in joint Service offerings to their respective customers or End Users.
- 2.2.7 To the extent that any conflict arises between the terms and conditions of a Service Agreement and the terms and conditions of this Tariff, the Tariff shall prevail, except such terms and conditions in a Service Agreement that are expressly set forth therein as ICB terms or conditions, in which case such ICB terms and conditions shall prevail.

ISSUED:

EFFECTIVE: _____

By:

Daniel Contreras – CFO
5225 NW 87th Ave., Suite 100
Miami, FL 33178-2124

Interexchange Tariff

SECTION 2 - RULES AND REGULATIONS continued

2.3 Resale of Company Service

2.3.1 In addition to the other provisions in this Tariff, a Customer reselling Service shall be responsible for all interaction and interface with its own subscribers or customers. The reselling of Service by a Customer or reselling of Service with enhancements provided by Customer shall not create a partnership or joint venture between Company and Customer nor result in a joint Service offering to any third parties by either Company or the Customer.

2.3.2 Notwithstanding the resale of Service by Customer and regardless of the Company's knowledge of same, the Customer remains liable for all obligations under this Tariff. The Company shall have no liability to any one person or entity other than the Customer and only as set forth in Section 2.4.

ISSUED:

EFFECTIVE: _____

By:

Daniel Contreras – CFO
5225 NW 87th Ave., Suite 100
Miami, FL 33178-2124

Interexchange Tariff

SECTION 2 - RULES AND REGULATIONS continued

2.4 Liabilities of the Company.

- 2.4.1 The Company shall not be liable to any person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, sabotage, cable cut, terrorism, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government, Florida State government, or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, condemnation, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore Service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations or other applicable laws, regulations, or orders. The Carrier's liability, if any, for gross negligence or willful misconduct is not limited to this tariff.
- 2.4.2 The Company is not liable for any act or omission of any other company or companies furnishing a portion of the Service or facilities, equipment, or Services associated with such Service.
- 2.4.3 The Company shall be indemnified and held harmless by the Customer against:
- (A) Claims arising out of or related to the contents transmitted via the Services (whether over the Auris Network or Local Access facilities) including, but not limited to, claims, actual or alleged, relating to any violation of copyright law, export control laws, failure to procure necessary authorizations, clearances or consents, failure to meet governmental or other technical broadcast standards, or claims that such transmission contents are libelous, slanderous, and invasion of privacy, pornographic, or otherwise unauthorized or illegal;
 - (B) patent infringement claims arising from combining or connecting the Service with equipment and systems of the Customer;
 - (C) defacement of, or damage to, the premises of Customer and Authorized Users resulting from the installation, and/or removal of facilities or the attachment of instruments, equipment and associated wiring on or from the Customer's Premises. No agents or employees of other participating carrier shall be deemed to be agents or employees of the Company; and
 - (D) claims arising out of the use of Services or associated equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than the Company, its agents, or employees.

ISSUED:

EFFECTIVE: _____

By:

Daniel Contreras – CFO
5225 NW 87th Ave., Suite 100
Miami, FL 33178-2124

Interexchange Tariff

SECTION 2 - RULES AND REGULATIONS continued

2.4 Liabilities of the Company continued

2.4.4 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 or persons, 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 to have been caused directly or indirectly by the installation or operation of Service or equipment and facilities of Company associated with Service, unless such installation, operation, failure to operate, maintenance, condition, location or use is the direct result of the Company's knowing and willful misconduct.

ISSUED:

EFFECTIVE: _____

By:

Daniel Contreras – CFO
5225 NW 87th Ave., Suite 100
Miami, FL 33178-2124

Interexchange Tariff

SECTION 2 - RULES AND REGULATIONS continued**2.4 Liabilities of the Company continued**

2.4.5 The Company shall not be liable to the Customer or any other person or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or defects in Service (collectively "Defects" or "Defective Service"). Defects caused by or contributed to, directly or indirectly, by act or omission of Customer (including authorized users) or Customer's customers, affiliates, agents, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including, without limitation, cost of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR BUSINESS INTERRUPTION, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTIVE SERVICE OR ANY OTHER CAUSE. ANY WARRANTIES AND REMEDIES EXPLICITLY SET FORTH IN THIS TARIFF ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION IN SERVICE, ANY DEFECT IN THE SERVICE WHATSOEVER OR A FAILURE TO PERFORM UNDER THIS TARIFF, NEITHER COMPANY NOR ANY THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.

ISSUED:

EFFECTIVE: _____

By:

Daniel Contreras – CFO
5225 NW 87th Ave., Suite 100
Miami, FL 33178-2124

Interexchange Tariff

SECTION 2 - RULES AND REGULATIONS continued**2.4 Liabilities of the Company continued**

- 2.4.6 In the event parties other than Customer (e.g., Customer's customers or End-Users) shall have use of the Service directly or indirectly through Customer, Customer shall forever indemnify and hold Company and any third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any defects or any claims described in this Section.
- 2.4.7 In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer or, Company incurs costs and expenses under circumstances in which such cost and expenses are caused to be incurred by the Customer or reasonably incurred by Company for the benefit of the Customer, the Customer is responsible for the payment of any resulting costs incurred by Company.
- 2.4.8 Customer agrees to defend the Company against the claims as set forth in this Section and to pay all reasonable litigation costs, attorney's fees, court costs, settlement payments, and any damages awarded or resulting from any such claims.
- 2.4.9 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of any extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all times in full force and effect until modified in writing.

ISSUED:**EFFECTIVE:** _____**By:**Daniel Contreras – CFO
5225 NW 87th Ave., Suite 100
Miami, FL 33178-2124

Interexchange Tariff

SECTION 2 - RULES AND REGULATIONS continued

2.5 Interruption of Service

2.5 Credit Allowance

Credit Allowance for failure of Service or equipment will be given when failure is caused or occurs in equipment or facilities owned, provided and billed for, by the Company.

- A. Credit allowance for failure of Service or equipment starts when the Customer notifies the Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.
- B. The customer shall notify the Company of failures of Service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer provided facilities, any act, or omission of the Customer or in wiring or equipment connected to the terminal.
- C. Only those portions of the Service or equipment operation disabled will be credited. No credit allowance will be made for:
 - 1. Interruptions of Service resulting from the Company performing routine maintenance.
 - 2. Interruptions of Service for implementation of a Customer order for a change in Service.
 - 3. Interruption caused by the negligence of the Customer or his authorized user.
 - 4. Interruption of Service because of the failure of Service or equipment due to Customer or authorized user provided facilities.

ISSUED:

EFFECTIVE: _____

By:

Daniel Contreras – CFO
5225 NW 87th Ave., Suite 100
Miami, FL 33178-2124

Interexchange Tariff

SECTION 2 - RULES AND REGULATIONS continued

2.5 Interruption of Service continued

2.52 Credit Allowance for Interruption of Service

Pursuant to liability limitations set forth herein, when Service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. The Customer shall be credited for each two-hour period or major fraction thereof that an interruption continues beyond two hours.
- C. When a minimum usage charge is applicable and the Customer fails to meet a usage minimum credit, the outage shall be applied against that minimum equal to 1/720th of the monthly minimum charges associated with the portion of Service disabled for each period of two hours or major fraction thereof that the interruption continues. The formula used for computation of credit is as follows:

$$\text{Credit} = A/720 \times B$$

A = Interruption time in hours or fraction thereof (must be over 2 hours)

B = Total monthly recurring charge for the affected service.

- D. Notice of Interruption should be reported by the Customer to the Company's Network Control Center or other location designated by Company. An interruption ends when the Service is restored. If the Customer reports the Service to be inoperative but declines to release it for testing and repair, the Service shall be deemed to be impaired, but not subject to an interruption nor corresponding credit as provided in C. above.
- E. If the Customer elects to use another means of transmission during the period of interruption, the Customer is solely responsible for payment of the charges of the alternate transmission service used.
- F. The credit provided in C above is Customer's sole and exclusive remedy for any interruption of the Service.

ISSUED:

EFFECTIVE: _____

By:

Daniel Contreras – CFO
5225 NW 87th Ave., Suite 100
Miami, FL 33178-2124

Interexchange Tariff

SECTION 2 - RULES AND REGULATIONS continued**2.6 Disconnection of Service by the Company**

The Company, upon and following (10) ten working days after the mailing of a written notification to the Customer delivered by U.S. Mail, may discontinue Service or cancel an application for Service without incurring any liability for any of the following reasons:

- 2. 6. 1 Non-payment of any undisputed sum due to Company for Service more than thirty days beyond the date of rendition of the bill for such Service.
- 2. 6. 2 A violation of any regulation governing the Service under this tariff by Customer or End User..
- 2. 6. 3 A violation of any law, rule, or regulation of any government authority having jurisdiction over such Service.
- 2. 6. 4 The Company is prohibited from furnishing Services by order of a court or other government authority having jurisdiction.
- 2. 6. 5 The company has given an End User notice and has allowed a reasonable time to comply with any rule, or remedy, and deficiency as stated in Section 25-4.113, F.A.C., and FL PSC Rules Chapter 25-24.490 (1) Refusal or Discontinuance of Service by Company.
- 2. 6. 6 Without incurring any liability, the Company may cancel Service prior to commencement or discontinue the furnishing of Service immediately and without notice for tampering with company equipment, for interfering with the Service to other customers, for fraud, or in the event of a hazardous condition.
- 2. 6. 7 Without incurring any liability, the Company may cancel Service prior to commencement or discontinue the furnishing of Service immediately and without notice if Customer refuses to furnish or provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Service, or its planned use of Service.

ISSUED:**EFFECTIVE:** _____**By:**

Daniel Contreras -- CFO
5225 NW 87th Ave., Suite 100
Miami, FL 33178-2124

Interexchange Tariff

SECTION 2 - RULES AND REGULATIONS continued

2.6 Disconnection of Service by the Company continued

2.6.8 Cancellation Credit

When the Company cancels a Service or the provision of equipment and the final Service period is less than the monthly billing period, a credit will be issued for any, if any, amounts billed in advance, prorated at 1/30th the monthly recurring charge for each day the Service was rendered or the equipment was provided. This credit will be issued to the Customer or applied against the balance remaining on the customer's account

2.6.9 The discontinuance of Service by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges accrued for Service which has been furnished up to the time of discontinuance nor does it relieve the Customer of applicable cancellation charges. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

ISSUED:

EFFECTIVE: _____

By:

Daniel Contreras – CFO
5225 NW 87th Ave., Suite 100
Miami, FL 33178-2124

Interexchange Tariff

SECTION 2 - RULES AND REGULATIONS continued**2.7 Customer Responsibility**

- 2.7.1 The Customer is responsible for payment of all charges for Service furnished to the Customer or authorized End User. This includes payment for Services specifically requested by the Customer. This responsibility is not changed due to any use, misuse, or abuse of the Customers Service or CPE by third parties, the Customer's employees, or the public. A Customer whose Service has been discontinued for non-payment of bills shall be required to pay any unpaid balance due to Company before Service is restored.
- 2.7.2 All customers assume general responsibilities in connection with the provisions and use of the Company's Service. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the Customer assumes additional responsibilities. All customers are responsible for the following:
- A. The Customer is responsible for placing an order for Service, paying all charges for Service rendered by the Company and complying with all of the Company's regulations governing the Service. The Company is also responsible for assuring that its users comply with regulations:
 - B. When placing an order for Service, the Customer must provide:
 - 1. The name(s) and address(es) of the person(s) responsible for the payment of Service charges.
 - 2. The name(s), telephone number(s), and address(es) of the Customer contact person(s).
 - C. The Customer must pay the Company for the replacement or repair of the Company's equipment when the damage results from:
 - 1. The negligence or willful act of the Customer or user.
 - 2. Improper use of Service.
 - 3. Any use of equipment or Service provided by others.
 - C. After receipt of payment for the damages, the Company will cooperate with the Customer in prosecuting a claim against any third party causing damage.

ISSUED:

EFFECTIVE: _____

By:

Daniel Contreras – CFO
5225 NW 87th Ave., Suite 100
Miami, FL 33178-2124

Interexchange Tariff

2.7 Cancellation of Service by Customer**2.7.4 Cancellation by Customer**

Reseller Customers order Service from Company pursuant to the terms and conditions of a Service Agreement. Any cancellation or termination of Service is subject to the terms and conditions of that Service Agreement. End User Customers order Service from Company by dialing the Company's carrier access code number for Casual Service.

2.7.5 If Customer, either on behalf of itself or an End User, orders Service from the Company which requires special construction or facilities for Customer's or End User's use, and then cancels its order before Service begins, a charge shall be made to Customer for the non-recoverable portions of the expenditures or liabilities incurred on behalf of Customer or End User by the Company.

2.7.6 If Customer terminates Service prior to the end of the Term specified in the Service Agreement, Customer shall be responsible for all charges incurred to the date of termination, including, but not limited to, all charges to the Company by other carriers for Service provided Customer or its End Users, and any applicable cancellation or termination charges specified in the Service Agreement.

2.7.5 Payment of Charges for Services

- A. Service is provided and billed on a monthly basis.
- B. Payment is due upon receipt. Payment will be considered timely if paid within (20) twenty days after the bill is rendered. The bill shall be considered rendered when deposited in the U.S. mail with postage prepaid.
- C. In the event of a dispute concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with the complaint and/or claim procedures set forth in this tariff.
- D. The Customer is responsible for payment of all charges for Service furnished to the Customer under this tariff. Charges are based on actual usage during a month and will be billed one month in arrears.
- E. Customer is responsible for payment of any state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) which will be listed as separate line items and which are not included in the quoted rate.
- F. Customer will be charged a late payment penalty in the amount of one and one-half (1.5%) per month of the past-due amount and any charges associated with disconnection and reconnection of Service.

ISSUED:**EFFECTIVE:** _____**By:**

Daniel Contreras – CFO
5225 NW 87th Ave., Suite 100
Miami, FL 33178-2124

Interexchange Tariff

SECTION 2 - RULES AND REGULATIONS continued**2.7 Customer Responsibility continued****2.7.6 Application of Charges**

The charges for Service are those in effect for the period that Service is furnished. If the charges for a period covered by a bill change after the bill has been rendered, the bill will be adjusted to reflect the new charges.

2.7.7 Customer Complaint and Claim Procedure

The Company will resolve any disputes and/or claims brought to its attention as promptly and effectively as possible. Customer Service Representatives can be reached using the a toll free number as set forth on all invoices.

Any unresolved disputes and/or claims may be directed to the attention of the Commission.

In the event of a dispute and/or claim concerning an invoice, the Customer must pay a sum equal to the amount of the undisputed portion of the bill and notify the Company of the disputed portion in writing within (16) sixteen days of receipt of the disputed and/or claimed invoice in question.

2.7.8 Maintenance, Testing, and Adjustment

- A. The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the installation, operation, or maintenance of Customer's or the Company's equipment. The Company may interrupt the Service at any time, without penalty or liability to the Company, because of departure from any of these requirements.
- B. Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition; no interruption allowance shall

ISSUED:

EFFECTIVE: _____

By:

Daniel Contreras – CFO
5225 NW 87th Ave., Suite 100
Miami, FL 33178-2124

Interexchange Tariff

SECTION 2 - RULES AND REGULATIONS continued

2.8 Terminal Equipment

Service may be used or terminated in terminal equipment or communications systems such as a PABX or Key telephone system, provided by Customer or its End User. Such terminal equipment or communications systems shall be furnished by and maintained at the expense of Customer or its End User, except as otherwise provided. Customer or its End User is also responsible for all costs at its premises incurred the use of Service, including but not limited to equipment, wiring, electrical power, and personnel. When such terminal equipment or communications systems are used, they shall in all respects comply with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the FCC.

ISSUED:

EFFECTIVE: _____

By:

Daniel Contreras – CFO
5225 NW 87th Ave., Suite 100
Miami, FL 33178-2124

Interexchange Tariff

SECTION 2 - RULES AND REGULATIONS continued

2.9 System Security

- 2.9.1 Where Customer are permitted access to the Company’s computer systems and data (hereinafter “Systems”) for the purpose of managing and maintaining their own telecommunications system, they will adhere to the following:
- A. Customers may access the Company’s Systems only to the extent required by and incident to the administration and management of the Customer’s telecommunications system.
 - B. Customers may not disclose or use information, which may be learned as a consequence of access to the Company’s Systems except as may be directly required to insure the proper operation of the Customer’s telecommunications system. Customers must take all reasonable precautions to prevent any other person or entity who does not have a need to know from acquiring such information.
 - C. Customers shall not in any manner or form disclose, provide, or otherwise make available, in whole or in part, these Systems, documentation, any related material or any other confidential material except to those who have a need to know incident to the operation of the Customer’s telecommunications system. These Systems remain the property of the Company and may not be copied, reproduced or otherwise disseminated without the prior written permission of the Company.
 - D. Customers shall take all reasonable precautions to maintain the confidentiality of Systems. Such precautions shall include the use of Personal Identification Numbers (PINS) and passwords selected by and known only to the Customer’s individual users. Telephone numbers and dial-up access numbers assigned to the Customer by Company. PINs or any aspect of access and sign-on methodology used to access these Systems shall not be posted or shared with others under any circumstances. Customers shall follow normal log-off procedures prior to leaving a terminal unattended. Customers shall report any known or suspected unauthorized attempt by others to access these Systems.
 - E. In the event that a security access device assigned to a Customer for dial-up access is lost, stolen, or misplaced, the Customer must notify Company immediately. Access into these Systems beyond that authorized may result in civil and/or criminal penalties.

ISSUED:

EFFECTIVE: _____

By:

Daniel Contreras – CFO
5225 NW 87th Ave., Suite 100
Miami, FL 33178-2124

Interexchange Tariff

SECTION 2 - RULES AND REGULATIONS continued

2.10 Company Provide Equipment

- 2.10.1 The Customer agrees to operate any Company provided equipment in accordance with instructions of the Company or the Company’s agent or designee. Failure to do so shall void any Company liability for interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.10.2 below.

- 2.10.2 Customer agrees to return to the Company all Company-provided equipment 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 excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company (e.g., the cost of the equipment) due to Customer’s failure to comply with this provision.

- 2.10.3 The Company may substitute, change or rearrange any equipment or facility at any time, but shall endeavor to maintain the technical parameters of the service provided the Customer. In the event that technical parameters change as a result of the Company’s actions, the Company will provide the Customer with thirty (30) day notice prior to such change.

ISSUED:

EFFECTIVE: _____

By:

Daniel Contreras – CFO
5225 NW 87th Ave., Suite 100
Miami, FL 33178-2124

Interexchange Tariff

SECTION 2 - RULES AND REGULATIONS continued

[reserved for future use]

ISSUED:

EFFECTIVE: _____

By:

Daniel Contreras – CFO
5225 NW 87th Ave., Suite 100
Miami, FL 33178-2124

Interexchange Tariff

SECTION 3 - DESCRIPTION OF SERVICE

3.1 General

Auris undertakes to offer and provide wholesale interexchange telecommunications services within its Service Area to Reseller Customers for resale to their End Users or to other Telecommunications Service providers or Information Service providers. The Services described herein are part of the Company's package offering service to the wholesale marketplace, including interstate and international voice and data services.

Auris does not solicit end users for any of the Services described in this Section, unsolicited request by end users for casual calling or dial-around service and presubscribed or preferred carrier service from Auris will be provided for in accordance with this Tariff.

ISSUED:

EFFECTIVE: _____

By:

Daniel Contreras – CFO
5225 NW 87th Ave., Suite 100
Miami, FL 33178-2124

Interexchange Tariff

SECTION 3 - DESCRIPTION OF SERVICE continued**3.2 Wholesale Service Offerings**

- 3.2.1 Auris Switched Service for “1+ Residential” and “1+ Business” offers Resell Customers interexchange Services via Feature Group D (FGD) Access Lines for seamless origination, transmission and termination of communications. FGD access is provided by the LEC and allows the Customer to use its own Carrier Identification Code (CIC) to route traffic to the Company’s POP while the Customer’s End Users will recognize the Customer as the End User’s presubscribed interexchange carrier. The rates charges to Resell Customers for +1 service are set forth in the Service Agreement.
- 3.2.2 Auris “Dedicated 1+” offers Reseller Customers interexchange Services via dedicated Access Lines for seamless origination, transmission, and termination of communications. Dedicated access to the Company’s POP may be provided by the Customer, Company or a Local Access Provider. The rates charges to Reseller Customers for Dedicated 1+ are set forth in the Service Agreement.

ISSUED:**EFFECTIVE:** _____**By:**Daniel Contreras – CFO
5225 NW 87th Ave., Suite 100
Miami, FL 33178-2124

Interexchange Tariff

SECTION 3 - DESCRIPTION OF SERVICE continued

3.2 Wholesale Service Offerings continued

3.2.3 “Toll Free Service” offers Reseller Customers a toll free number (e.g. 800, 888, or 877) and allows callers to reach the subscriber without toll charges. The subscriber pays all incoming calls made on its assigned toll free number. Toll Free Service consist of a basic service (assignment of a toll free telephone number and a toll free calling area selected by the Customer) and additional features the Customers can select.

- A. Switched Toll Free Service is an inbound long distance service. This service terminates calls over the local telephone lines of Customer or its End Users, and calls are toll-free to the calling party. The rates the Company charges Reseller Customers for Switched Toll Free Services are set forth in the Service Agreement.
- B. Dedicated Toll Free Service is an inbound long distance service. This service terminates calls over dedicated Access Lines from Company’s POP to service locations(s) of Customer or its End Users, and calls are toll-free to the calling party. The rates charges to Reseller Customers for Dedicated Toll Free Service are set forth in the Service Agreement.

ISSUED:

EFFECTIVE: _____

By:

Daniel Contreras – CFO
5225 NW 87th Ave., Suite 100
Miami, FL 33178-2124

Interexchange Tariff

SECTION 3 - DESCRIPTION OF SERVICE continued

3.2 Wholesale Service Offerings continued

[reserved for future use]

ISSUED:

EFFECTIVE: _____

By:

Daniel Contreras – CFO
5225 NW 87th Ave., Suite 100
Miami, FL 33178-2124

Interexchange Tariff

SECTION 4 - RATES

4.1 General

Other than the charges indicated, there are no installation or other nonrecurring charges or monthly recurring charges for Service, except for the installation charges and/or monthly recurring charges associated with the use of dedicated Access Lines ordered by the Company on behalf of Customer and its End Users.

4.2 End User Rates

4.2.1 Casual Calling Service Rate

Conversation Minutes of Casual Calling Service are billed in increments of six (6) seconds with an initial period (minimum billing period) of eighteen (18) seconds

Usage Sensitive Charges (Rate per Minute): \$0.20

4.2.2 Presubscribed Service Rate

Conversation Minutes of Casual Calling Service are billed in increments of six (6) seconds with an initial period (minimum billing period) of eighteen (18) seconds

Usage Sensitive Charges (Rate per Minute): \$0.20

ISSUED:

EFFECTIVE: _____

By:

Daniel Contreras – CFO
5225 NW 87th Ave., Suite 100
Miami, FL 33178-2124