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A LIMITED LIABILITY PARTNERSHIP

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MUMBAI, INDIA

DIRECT LINE: (202) 342-8819

EMAIL: wbrantl@kelleydrye.com

May 7, 2014

Florida Public Service Commission
Office of Commission Clerk
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

VIA COURIER

RECEIVED FPSC
14 MAY -8 PM 12:47
COMMISSION
CLERK

Re: Application of Vodafone US Inc. for Authority to Provide Telecommunications
Company Service within the State of Florida

Dear Sir or Madam:

On behalf of Vodafone US Inc. ("VUSI," or the "Company"), enclosed, for filing with the Florida Public Service Commission, please find an original, one (1) copy and a duplicate copy of VUSI's Application Form for Authority to Provide Telecommunications Company Service within the State of Florida. Also enclosed, pursuant to Section 364.183(1), F.S. and Section 25-22.006(5)(a), is one copy of Exhibit C-2 to the Application, submitted under protective seal. The Company has designated the information in Exhibit C-2 as proprietary confidential business information and respectfully requests that the Commission treat the Exhibit as confidential. Finally, a check in the amount of \$500.00 is appended for the application fee.

To allow VUSI a timely response to a pending business opportunity in Florida, the Company requests that this application be granted expedited consideration.

Please date-stamp the duplicate upon receipt and return it in the pre-addressed envelope provided. Should there be any questions with respect to this filing, please contact me at (202) 342-8819 or via email at wbrantl@kelleydrye.com.

Check received with filing and forwarded
to Fiscal for deposit. Fiscal to forward
deposit information to Records.

Initials of person who forwarded check




Enclosures

Respectfully submitted,



Winafred Brantl
Counsel for Vodafone US Inc.

COM
AFD
APA
ECO
ENG
GCL
IDM
TEL
CLK



FLORIDA PUBLIC SERVICE COMMISSION
OFFICE OF TELECOMMUNICATIONS

APPLICATION FORM
FOR
AUTHORITY TO PROVIDE TELECOMMUNICATIONS COMPANY SERVICE
WITHIN THE STATE OF FLORIDA

Instructions

- A. This form is used as an application for an original certificate and for approval of transfer of an existing certificate. In the case of a transfer, the information provided shall be for the transferee (See Page 8).
- B. Print or type all responses to each item requested in the application. If an item is not applicable, please explain.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. Once completed, submit the original and one copy of this form along with a non-refundable application fee of **\$500.00** to:

Florida Public Service Commission
Office of Commission Clerk
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770

- E. A filing fee of **\$500.00** is required for the transfer of an existing certificate to another company.
- F. If you have questions about completing the form, contact:

Florida Public Service Commission
Office of Telecommunications
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6600

1. This is an application for (check one):

☒ **Original certificate** (new company).

☐ **Approval of transfer of existing certificate:** Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority rather than apply for a new certificate.

2. Name of company: Vodafone US Inc.

3. Name under which applicant will do business (fictitious name, etc.):

Vodafone US Inc. (Company will not use a fictitious name.)

4. Official mailing address:

Street/Post Office Box: 560 Lexington Avenue, 9th Floor
City: New York
State: NY
Zip: 10022

5. Florida address:

Street/Post Office Box: Applicant does not currently maintain offices in Florida.
City: _____
State: _____
Zip: _____

6. Structure of organization:

☐ Individual
☒ Foreign Corporation
☐ General Partnership
☐ Other, please specify:

☐ Corporation
☐ Foreign Partnership
☐ Limited Partnership

If individual, provide:

Name: Inapplicable
Title: _____
Street/Post Office Box: _____
City: _____
State: _____
Zip: _____
Telephone No.: _____
Fax No.: _____
E-Mail Address: _____
Website Address: _____

7. **If incorporated in Florida**, provide proof of authority to operate in Florida. The Florida Secretary of State corporate registration number is: Inapplicable

8. **If foreign corporation**, provide proof of authority to operate in Florida. The Florida Secretary of State corporate registration number is: F08000003181

Please refer to **Exhibit A**, attached.

9. **If using fictitious name (d/b/a)**, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida. The Florida Secretary of State fictitious name registration number is: Inapplicable

10. **If a limited liability partnership**, please proof of registration to operate in Florida. The Florida Secretary of State registration number is: Inapplicable

11. **If a partnership**, provide name, title and address of all partners and a copy of the partnership agreement.

Name: Inapplicable
Title: _____
Street/Post Office Box: _____
City: _____
State: _____
Zip: _____
Telephone No.: _____
Fax No.: _____
E-Mail Address: _____
Website Address: _____

12. **If a foreign limited partnership**, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable. The Florida registration number is: Inapplicable

13. Provide **F.E.I. Number**: 98-0510742

14. Who will serve as liaison to the Commission in regard to the following?

(a) The application:

Name: Winafred Brantl
Title: Counsel, Kelley Drye & Warren LLP
Street Name & Number: 3050 K Street NW, Suite 400
Post Office Box:
City: Washington,
State: D.C.
Zip: 20007
Telephone No.: 202.342.8819
Fax No.: 202.342.8451
E-Mail Address: wbrantl@kelleydrye.com
Website Address: <http://www.kelleydrye.com/>

(b) Official point of contact for the ongoing operations of the company:

Name: Blair Rosenthal
Title: Assistant General Counsel
Street Name & Number: 999 18th Street, Suite 1750
Post Office Box:
City: Denver
State: CO
Zip: 80202
Telephone No.: 303.293.5832
Fax No.: 303.296.3178
E-Mail Address: blair.rosenthal@Vodafone.com
Website Address: <http://enterprise.vodafone.com/home/>

(c) Where will you officially designate as your place of publicly publishing your schedule (a/k/a tariffs or price lists)?

☐ Florida Public Service Commission

☒ Website – Website address: <http://enterprise.vodafone.com/home/>

☐ Other – Please provide address:

15. List the states in which the applicant:

(a) has operated as a telecommunications company.

Applicant is not currently providing telecommunications services in any jurisdiction.

(b) has applications pending to be certificated as a telecommunications company.

VUSI has an application pending with the Federal Communications Commission for international service authority and an application pending with the California Public Utilities Commission for resold interexchange authority. The Company currently is applying for additional local exchange and facilities-based interexchange operating authority throughout its existing authorized service territory (see response to (c) below) and in additional jurisdictions such as Florida.

(c) is certificated to operate as a telecommunications company.

VUSI holds licenses or registrations, as appropriate, to provide interexchange services in Connecticut, Delaware, Georgia, Illinois, Maryland, Massachusetts, Mississippi, Missouri, New York, North Carolina, Pennsylvania (provisional), Tennessee, Texas and Washington. The Company also holds authority to provide local exchange services in Massachusetts, Pennsylvania (provisional, including for Competitive Access Provider) and Washington.

(d) has been denied authority to operate as a telecommunications company and the circumstances involved.

In no instance has Applicant been denied authority to operate as a telecommunications company.

(e) has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

Applicant has in no instance been the subject of regulatory penalties imposed for violations of telecommunications statutes.

(f) has been involved in civil court proceedings with another telecommunications entity, and the circumstances involved.

Applicant has in no instance been involved in court proceedings with another telecommunications entity.

16. Have any of the officers, directors, or any of the ten largest stockholders previously been:

(a) adjudged bankrupt, mentally incompetent (and not had his or her competency restored), or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. ☐ Yes ☒ No

If yes, provide explanation.

(b) granted or denied a certificate in the State of Florida (this includes active and canceled certificates). ☐ Yes ☒ No

If yes, provide explanation and list the certificate holder and certificate number.

(c) an officer, director, partner or stockholder in any other Florida certificated or registered telephone company. ☒ Yes ☐ No

If yes, give name of company and relationship. If no longer associated with company, give reason why not.

Applicant's ultimate parent is Vodafone Group Plc ("Vodafone"), a major multi-national communications provider. Another wholly-owned subsidiary of Vodafone -- Cable & Wireless Americas Operations, Inc. -- has been granted telecommunications authority by the Commission. (See Company Code TA069; Alternative Access Vendor, issued Nov. 10, 2003)

17. Submit the following:

(a) **Managerial capability:** resumes of employees/officers of the company that would indicate sufficient managerial experiences of each. Please explain if a resume represents an individual that is not employed with the company and provide proof that the individual authorizes the use of the resume.

Please refer to **Exhibit B**, attached.

(b) **Technical capability:** resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance. Please explain if a resume represents an individual that is not employed with the company and provide proof that the individual authorizes the use of the resume.

Please refer to **Exhibit B**, attached.

(c) **Financial Capability:** applicant's audited financial statements for the most

recent three (3) years. If the applicant does not have audited financial statements, it shall so be stated. Unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer affirming that the financial statements are true and correct and should include:

1. the balance sheet,
2. income statement, and
3. statement of retained earnings.

Please refer to **Exhibit C-1 and confidential Exhibit C-2**, attached.

Note: *It is the applicant's burden to demonstrate that it possesses adequate managerial capability, technical capability, and financial capability. Additional supporting information can be supplied at the discretion of the applicant.*

THIS PAGE MUST BE COMPLETED AND SIGNED

REGULATORY ASSESSMENT FEE: I understand that all telephone companies must pay a regulatory assessment fee. Regardless of the gross operating revenue of a company, a minimum annual assessment fee, as defined by the Commission, is required.

RECEIPT AND UNDERSTANDING OF RULES: I acknowledge receipt and understanding of the Florida Public Service Commission's rules and orders relating to the provisioning of telecommunications company service in Florida.

APPLICANT ACKNOWLEDGEMENT: By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide telecommunications company service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

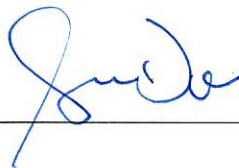
Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, ***"Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083."***

I understand that any false statements can result in being denied a certificate of authority in Florida.

COMPANY OWNER OR OFFICER

Print Name:	Megan Doberneck
Title:	General Counsel and Company Secretary
Telephone No.:	303.293.5870
E-Mail Address:	megan.doberneck@vodafone.com

Signature: _____



Date: April 21, 2014

FLORIDA PUBLIC SERVICE COMMISSION

OFFICE OF TELECOMMUNICATIONS

APPLICATION FORM

FOR

AUTHORITY TO PROVIDE TELECOMMUNICATIONS COMPANY SERVICE WITHIN THE STATE OF FLORIDA

EXHIBITS

EXHIBIT A	Evidence of authority to operate in Florida
EXHIBIT B	Evidence of Managerial & Technical Capability
EXHIBIT C	Evidence of Financial Capability
EXHIBIT D	Proposed Florida Telecommunications Price List

EXHIBIT A

Evidence of authority to operate in Florida

(Attached)

F08000003181

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H08000176072 3)))



H080001760723AEC+

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 617-6381

From:

Account Name : CORPORATION SERVICE COMPANY
Account Number : I20000000195
Phone : (850) 521-1000
Fax Number : (850) 558-1575

RECEIVED
08 JUL 18 PM 3:12
DIVISION OF CORPORATIONS

Credy Harris Ex 2937

FOREIGN PROFIT/NONPROFIT CORPORATION

VODAFONE GLOBAL ENTERPRISE INC.

Certificate of Status	0
Certified Copy	0
Page Count	04
Estimated Charge	\$70.00

FILED
08 JUL 18 PM 1:11
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Electronic Filing Menu

Corporate Filing Menu

Help

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA.

1. Vodafone Global Enterprise Inc.

(Enter name of corporation; must include "INCORPORATED," "COMPANY," "CORPORATION," "Inc.," "Co.," "Corp.," "Inc.," "Co.," or "Corp.")

(If name unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

2. Delaware

(State or country under the law of which it is incorporated)

3. 98-0510742

(FEI number, if applicable)

4. March 26, 2008

(Date of incorporation)

5. perpetual

(Duration: Year corp. will cease to exist or "perpetual")

6. July 18, 2008

(Date first transacted business in Florida, if prior to registration)
(SEE SECTIONS 607.1501 & 607.1502, F.S., to determine penalty liability)

7. 2999 Oak Road, 7th Floor, Walnut Creek, CA 94597

(Principal office address)

2999 Oak Road, 7th Floor, Walnut Creek, CA 94597

(Current mailing address)

8. Facilitate services to multi nat'l co's that use mobile services of Verizon Wireless & Vodafone

(Purpose(s) of corporation authorized in home state or country to be carried out in state of Florida)

9. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: Corporation Service Company

Office Address: 1201 Hays Street

Tallahassee

(City)

, Florida 32301

(Zip code)

10. Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Corporation Service Company

By: Cynthia L. Harris
(Registered agent's signature)

Cynthia L. Harris
Asst. Vice President

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

FILED
08 JUL 18 PM 1:16
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED
08 JUL 18 PM 1:11
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

12. Names and business addresses of officers and/or directors:

A. DIRECTORS

Chairman: Peters Suh

Address: 2999 Oak Road, 7th Floor, Walnut Creek, CA 94597

Vice Chairman: _____

Address: _____

Director: Alfred Binford

Address: One Verizon Way, VC52S237, Basking Ridge, NJ 07920

Director: Nicholas Jeffrey

Address: Vodafone House, The Connection, Newbury, Berkshire RG142FN

B. OFFICERS

President: _____

Address: _____

Vice President: Robert Chu, Assistant Secretary

Address: 2999 Oak Road, 7th Floor, Walnut Creek, CA 94597

Secretary: Megan Doberneck

Address: 999 18th St, Suite 1750, Denver, CO 80202

Treasurer: Suzanne Williams

Address: 2999 Oak Road, 7th Floor, Walnut Creek CA 94597

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13. 

(Signature of Director or Officer listed in number 12 of the application)

14. Suzanne Williams, Treasurer

(Typed or printed name and capacity of person signing application)

Delaware

The First State

FILED
08 JUL 18 PM 1:11
PAGE 1 SECRETARY OF STATE
TALLAHASSEE, FLORIDA

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "VODAFONE GLOBAL ENTERPRISE INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTEENTH DAY OF JULY, A.D. 2008.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "VODAFONE GLOBAL ENTERPRISE INC." WAS INCORPORATED ON THE TWENTY-SIXTH DAY OF MARCH, A.D. 2008.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE NOT BEEN ASSESSED TO DATE.

4524493 8300

080798499

You may verify this certificate online
at corp.delaware.gov/authver.shtml



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State
AUTHENTICATION: 6738093

DATE: 07-18-08



January 21, 2014

FLORIDA DEPARTMENT OF STATE
Division of Corporations

VODAFONE US INC.
275 SHORELINE DR.
SUITE 400
REDWOOD CITY, CA 94065

Re: Document Number F08000003181

The Amendment to the Application of a Foreign Corporation for VODAFONE GLOBAL ENTERPRISE INC. which changed its name to VODAFONE US INC., a Delaware corporation authorized to transact business in Florida, was filed on January 17, 2014.

This document was electronically received and filed under FAX audit number H14000012857.

Should you have any questions regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Tracy L Lemieux
Regulatory Specialist II
Division of Corporation

Letter Number: 414A00001320

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Vodafone Global Enterprise Inc.

Name of Corporation

DOCUMENT NUMBER: F08000003181

The enclosed Amendment and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Bryan Ganno

Name of Contact Person

Vodafone US Inc.

Firm/Company

999 18th St., South Tower, Ste. 1750

Address

Denver, CO 80202

City/State and Zip Code

bryan.ganno@vodafone.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Bryan Ganno

Name of Contact Person

at (303) 293-5872

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount:

☐ \$35.00 Filing Fee

☐ \$43.75 Filing Fee &
Certificate of Status

☐ \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed)

☐ \$52.50 Filing Fee,
Certificate of Status &
Certified Copy
(Additional copy is
enclosed)

Mailing Address:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

PROFIT CORPORATION
APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE AMENDMENT TO
APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

(Pursuant to s. 607.1504, F.S.)

SECTION I
(1-3 MUST BE COMPLETED)

F08000003181

(Document number of corporation (if known))

1. Vodafone Global Enterprise Inc.

(Name of corporation as it appears on the records of the Department of State)

2. Delaware

(Incorporated under laws of)

3. 07/18/2008

(Date authorized to do business in Florida)

SECTION II
(4-7 COMPLETE ONLY THE APPLICABLE CHANGES)

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of incorporation? Jan. 01, 2014

5. Vodafone US Inc.

(Name of corporation after the amendment, adding suffix "corporation," "company," or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation)

(If new name is unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

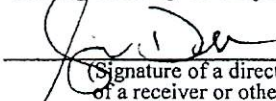
6. If the amendment changes the period of duration, indicate new period of duration.

(New duration)

7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.

(New jurisdiction)

8. Attached is a certificate or document of similar import, evidencing the amendment, authenticated not more than 90 days prior to delivery of the application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the laws of which it is incorporated.



(Signature of a director, president or other officer - if in the hands
of a receiver or other court appointed fiduciary, by that fiduciary)

Megan Doberneck

(Typed or printed name of person signing)

Secretary

(Title of person signing)

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "VODAFONE GLOBAL ENTERPRISE INC.", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "VODAFONE US INC.", THE TWENTY-THIRD DAY OF DECEMBER, A.D. 2013, AT 2:10 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF JANUARY, A.D. 2014.

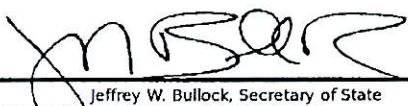
AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE NOT HAVING BEEN CANCELLED OR DISSOLVED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.

4524493 8320

140000085

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1025286

DATE: 01-02-14

EXHIBIT B

Evidence of Managerial & Technical Capability

VUSI's operations are directed by a management team with proven experience and capability. Each of the officers and directors of the Applicant has ten or more years' experience in his or her respective area of expertise, whether telecommunication, finance, or corporate management. The current management group brings over two decades of experience working within the Vodafone corporate family. This continuity ensures a cohesive strategic vision for Applicant while providing the critical collaborative skills necessary for effective implementation. In addition, Applicant benefits from access to the operational expertise of the entire Vodafone corporate family of companies. Petitioner's long-standing managerial and telecommunications experience makes Petitioner well suited to responsibly serving subscribers in Florida and elsewhere.

VUSI possesses the technical ability to provide facilities-based and resold services in Florida. Applicant will serve local exchange subscribers utilizing a combination of incumbent local exchange carrier unbundled network elements ("UNEs") and resold services. At this time, VUSI does not anticipate that it will deploy its own facilities. The Company's technical ability to provide services will rest substantially on the technical capabilities and network services of its underlying carriers that have been certified and deemed technically and managerially capable of providing telecommunications services in Florida. Nevertheless, VUSI will aggressively manage and oversee its operations, drawing upon in-house technical expertise to ensure that services are properly established and maintained.

Applicant's senior management *curricula vitae* are appended hereto.

**Chuck Pol**

Country Chairperson, Vodafone US

President, Americas & Global Transformation Team, Vodafone Global Enterprise

Chuck Pol is the Country Chairperson for Vodafone US responsible for the compliance, governance and integration of all Vodafone entities that operate in America. Chuck also serves a dual role for Vodafone Global Enterprise as the President of the Americas region, as well as the Director of the Global Transformation Team, focused on selling and delivering large €100m+ complex deals for Vodafone.

Chuck joined Vodafone Global Enterprise in 2010 from British Telecom, where he held various senior executive positions in the US and UK spanning over 20 years in varying industry sectors, from Mobile Markets in BT Wholesale to the Global Financial Services sector.

Chuck has served as a Non-Executive Director of Project Renewal, a charity which devotes time, resource and finances to the homeless of New York City. He is a graduate of Belmont Abbey College. He has been married to Angella for over 30 years and has three grown children. He lives between New Jersey and Florida and spends any free time playing golf and spending time with his family.

Megan Doberneck
meganatpeak7@gmail.com
(303) 854-7663

- President and General Counsel* **Vodafone Americas Inc. (Denver, Colorado)**
Vodafone Americas is the management entity for the Vodafone US group, and holds Vodafone's stake in Verizon Wireless.
Nov 2008-current
- General Counsel*
2008
- Senior Counsel*
2007
- Board of Director, operational and governance responsibility for the Vodafone Americas group of companies, including management of the Finance, Tax, Legal/HR and Payroll/Risk Management functions to ensure delivery of financial and operational results.
 - General Counsel and Company Secretary for the Vodafone Americas group of companies with primary focus on corporate finance and capital structure; corporate governance; management of current, legacy and tax litigation; and risk management related to employment issues and benefit plan administration and operation. As General Counsel for the Americas group, acted as lead counsel on a multi-billion dollar external financing, sale of a multi-million dollar stake in a telematics company and sale of a multi-million dollar corporate jet. Successfully disposed of 50% of the Company's pending litigation over a three year period with no indemnity paid by the Company; led successful tax litigation efforts resulting in multi-million dollar refunds; lead counsel on federal audit defense and appeal; and revitalized the Company's governance and risk management processes.
 - General Counsel for Vodafone xone, Vodafone's recently launched innovation center in Silicon Valley and its investment counterpart, Vodafone Ventures. Designed and implemented the strategic and contractual architecture for Vodafone xone's incubator including the development program as well as the intellectual property and equity investment models. Developed Vodafone xone's business development model for revenue sharing arrangements and IP monetization.
 - US legal counsel to Vodafone Americas Foundation, Vodafone Group and non-US Vodafone operating companies. Advise business teams on the Verizon Wireless partnership agreement and corresponding rights and restrictions, Vodafone commercial offerings in the US, and commercial and compliance matters arising under US law.
 - YoY opex reductions of 10% while delivering millions of dollars in economic value. Right-sized Finance and Tax team skill sets and team structures; designed and implemented cross-functional efficiencies that eliminated significant external costs across all cost centers with a contemporaneous enhancement in the delivery of core Finance, Tax, HR/Legal and Payroll/Risk Management objectives.
- Director, Legal and External Affairs* **Covad Communications Company (Denver, Colorado)**
Covad (now MegaPath) was the largest independent provider of facilities-based DSL services in the United States, providing service across 45 states and in 240 major metropolitan markets.
2003-2005
- Regional General Counsel*
2002
- Responsible for Covad's public policy advocacy, state and federal regulatory relationships, commercial, contract and litigation efforts in the fourteen state Qwest region.
 - Developed and executed legal strategy for new product deployment and existing

<i>Senior Counsel</i> <i>2001</i>	<p>product operations in the Qwest region.</p> <ul style="list-style-type: none"> • Led the turnaround strategy for Covad's Qwest region operations team, resulting in significantly improved vendor performance in provisioning and repair, as well as the creation of an effective escalation path for operational issues. This initiative delivered residential subscriber growth and pushed two of the Qwest markets into the Company's top five residential markets. • Maximized on litigation requiring incumbent providers to provide access to line shared DSL services as an unbundled network element or "UNE." Following the federal elimination of this UNE three years later, negotiated the first commercial line sharing agreement in the US.
<i>Of Counsel</i> <i>2006</i>	<p>Faegre & Benson LLP (Denver, Colorado)</p> <ul style="list-style-type: none"> • Business litigation, with a particular focus on complex commercial, products liability and class action litigation. Partnered with clients to advise on risk assessments, negotiations and non-litigation resolution strategies. Also practiced and had primary responsibility for all phases of litigation, from filing of complaint through appeals.
<i>Associate</i> <i>1996-2000</i>	
<i>Associate</i> <i>1994-1996</i>	<p>Akin, Gump, Strauss, Hauer and Feld, LLP (Washington, D.C.)</p> <ul style="list-style-type: none"> • Associate in business litigation group, with emphasis on commercial and environmental litigation. Engaged in issue assessments and lead discovery efforts. Represented clients in federal, state and administrative proceedings.
<i>Education</i>	<p>J.D. (<i>with honors</i>, Stone Scholar), Columbia University School of Law, NY, 1994 B.A. in Political Science (<i>magna cum laude</i>, Phi Beta Kappa), University of California at Berkeley, 1990</p>
<i>Personal</i>	<p>Member, Colorado, New York and District of Columbia bars Chicago, New York and Boston marathons All American and Academic All American (swimming), 1987-1990</p>

Anna D. Ewing, CPA

office: +1 303-293-5910 mobile: +1 720-320-7877

anna.ewing@vodafone.com

Experience

- 1/'14- present **Vodafone US Inc.**
Denver, Colorado
Chief Financial Officer
- Officer and director; report to US President with a functional dotted line to Vodafone Group Enterprise. Serve as the US Investment Committee Chairman for qualified and nonqualified retirement plans, and as Treasurer of the Vodafone US Foundation
 - Responsibility for all accounting and finance functions of four legal entities, including financial reporting, governance, and controls; tax and treasury; forecasting and planning; business decision support; payroll/risk management
 - Review and assessment of overall US finance function, including consolidation of legal entities, financial systems integration, process improvement and policy compliance, and US-wide initiative to design and implement a standardized corporate services platform and governance structure; lead and professionally develop team of 20+ finance associates
 - Continued oversight of quarterly investment committee meetings, maintenance of investment policy statement and monitoring process of investment performance (+\$120 million in plan assets)
- 2/'09- 2/'14 **Vodafone Americas Inc.**
Denver, Colorado
Chief Financial Officer
- Report to President, with a functional dotted line to Vodafone Group Plc. Member of the Vodafone Americas Inc. and the ATX-SR boards of directors, and serve as the US Investment Committee Chairman for qualified and nonqualified retirement plans
 - Responsibility for all accounting and finance functions of six legal entities, including: financial reporting, forecasting, risk management, financial governance, treasury, benefit plan administration, US GAAP/IFRS, and SOX compliance. Management of US cash flows (\$3.5+ billion per annum) and maintenance of proper internal controls over financial processes
 - Oversight of semi-annual investment committee meetings, maintenance of investment policy statement and monitoring process of investment performance (+\$100 million in plan assets)
 - Oversight of core business process changes, including migration of accounting functionality to a multinational shared services platform and local implementation of a global general ledger system conversion
- Finance Manager*
- Coordination of financial aspects of Company 401K plan, including annual audit, related regulatory filings, and formal search for new service provider (Request for Proposal) for recommendation to Company Investment Committee
 - Coordination of financial aspects of Company deferred compensation and medical plans, including IAS 19 compliance, and analysis of various reserve balances
 - Technical accounting research to ensure Company compliance with IFRS, US GAAP, and SEC regulations
 - Champion of US SOX compliance and internal control initiatives
 - Oversight of government reporting process and deliverables to ensure compliance with US Department of Commerce requirements
 - Preparation of stand-alone financial statements for Company subsidiaries to assist tax compliance
 - Special projects and preparation of various ad hoc analyses to support CFO, tax department, and overall financial reporting function
- 7/'06 – 3/'08 **Intrawest**
Copper Mountain Resort, Copper Mountain, Colorado
Director, Finance & Accounting
- Coordination and direction of all business planning and financial analyses for Resort, including budgeting, forecasting, capital planning, and accounting policies, including comprehensive annual three year plan and detailed presentation to Corporate leadership
 - Member of Resort Leadership Team; direction of overall financials plans and participation in company policies and procedures as a member of senior management team; direct report to Resort General Manager
 - Communication with operational directors and managers regarding policies/procedures and accountability for financial results

- Daily, weekly, & monthly review of financial and operational results; variance analysis, projection analysis, and contingency planning
- Preparation of curriculum and instruction of all finance training for education of managers and supervisors
- Liaison and primary contact with Intrawest Shared Services on all issues and procedures. Coordination of SOX compliance policies and operational excellence initiatives
- Project lead/participation in several key business initiatives including improvement of aged accounts receivable, documentation for property tax reporting, and revisions to Resort contract for condo rental pool properties
- Management of Resort accountants (three associates) and all financial processes performed on property
- Preparation of multi-million dollar capital plans; financial oversight of projects and physical inventory of significant assets for both accounting and property tax improvements
- Extensive interaction with multiple levels of Resort management, community leaders, Resort homeowners, and Corporate management

4/05 – 7/06

Intrawest

Intrawest Shared Services, Golden, Colorado

Resort Accounting Manager

- Management of resort accounting department (thirteen associates) and all general ledger processes in a recently established shared service model, including monthly close, cash management, financial analysis, and high-volume balance sheet reconciliation for US-based Intrawest Resorts
- Ongoing implementation of process improvements including transition of Resorts to the shared service platform, integration of Intrawest Golf, recent conversion to SAP payroll, incorporation of lodging accounting functions to the general ledger team, and centralization of core accounting processes
- Internal control assessment, mapping, and testing to strengthen control environment and prepare for Sarbanes-Oxley compliance; participation in multiple internal committees to address SOX initiatives
- Review and assessment of overall financial reporting function, including participation in a large-scale Corporate initiative to shorten the fiscal close process and expedite the cycle time for regulatory requirements (Intrawest Operational Excellence)
- Key point of contact for internal and independent audits and coordination thereof
- Effective team leadership and staff development resulting in improved annual employee engagement index of twenty percent; proven track record in coaching, motivating, and mentoring others
- Extensive interaction with multiple levels of Resort management and Corporate headquarters

5/04 -4/05

College Partnership, Inc.

Lakewood, Colorado

Corporate Controller

- Financial statement preparation and analysis including SEC reporting for \$20 million public company
- Restructure and ongoing management of seven-member accounting department and all related core processes
- Hands-on treasury and cash flow management, including full scale banking conversion and financing of accounts receivable
- Development of Company's human resource function; management of payroll process and benefits administration
- Internal control assessment, process flow mapping, and process improvement to strengthen control environment and prepare for Sarbanes-Oxley compliance
- Review and development of accounting methodology, including revenue recognition for multiple deliverables of products and services
- Development of budget framework, profit/cost centers and related general ledger redesign
- Extensive interaction with Company's officers, independent auditors, and board of directors

5/00-2/04

Omnicom Group, Inc.

The Integer Group, Lakewood, Colorado

Corporate Controller

- Consolidation, forecasting, and financial statement review & analysis for six public companies totaling \$100 million in annual revenues, including trend/productivity analysis, cash flow, and capital expenditures
- Service fee & contract development for various service platforms, including pricing & profitability analysis
- Direct report to CEO; primary corporate contact for all financial matters, including extensive communication with corporate headquarters, agency Presidents & CFO's, and various levels of agency management
- Project lead for Sarbanes-Oxley initiative; extensive involvement with corporate Sarbanes-Oxley team and coordination of compliance for all Integer companies
- System conversion and roll-out of best practices to achieve consistencies in efficiencies, financial reporting, and performance measures among companies

- Coordination of information required by auditors, both independent and internal

Controller

- Managed accounting department of eighteen associates and all core processes including accounts payable and receivable, billing, general ledger, inventory management, and cash management for \$50 million agency
- Job costing and profitability analysis, including design of client profitability and time analysis reports
- Complete system conversion of all accounting functions as well as project management system
- Preparation of financial statements, detailed quarterly financial reporting packages, quarterly/annual forecasts and related variance analysis
- Development and maintenance of internal controls, including department reorganization resulting in increased efficiencies

3/97-5/00

Omnicom Group, Inc.

Omnicom Management Services, Dallas, Texas

Assistant Controller

- Preparation of internal financial statements for ten-plus advertising agencies and their respective divisions
- Responsible for reporting actual results, financial reporting packages, and quarterly forecasts to parent company and its networks; preparation of budgets and variance analysis
- Extensive interaction with local financial management as well as communication with corporate headquarters
- General ledger management, including system maintenance, reconciliation, and related research
- System design and enhancement of various accounting and financial applications
- Assisted Controller with management of accounting department

9/95-2/97

Price Waterhouse LLP, Dallas, Texas

Audit Staff

- Participated in audits of companies within a variety of industries
- Developed strong analytical skills by performing analysis of operating results and trends
- Evaluation of internal accounting and control procedures to enhance control environment and improve efficiency of operations; extensive interaction with all levels of client management

Certification

Certified Public Accountant in Texas and Colorado

Education

Baylor University, Waco, Texas

Bachelor of Business Administration/Accounting, *Magna Cum Laude*

Memberships

- American Institute of CPAs
- Colorado Society of CPAs
- Association for Financial Professionals
- Western Pension and Benefits Conference

Bryan Ganno

490 S. Locust St., Denver, CO 80224 | dial: 415.377.3996 | mail: bganno@gmail.com

SUMMARY

Operations manager with over 10 years of experience in strategic operational design supported by results-based implementation. Experience extends from business development and over-arching budgetary forecasting and planning to personnel and project oversight.

CORE SKILLS

Operations • Strategy • Optimization • Forecasting • Business Development • Writing • Corporate & Regulatory Compliance • Process Improvement • Contract & Budget Analysis

PROFESSIONAL EXPERIENCE

Vodafone US Inc. Governance Manager

Denver, CO 2014 – Present

- Corporate officer for Vodafone US Inc. responsible for board meeting logistics and minutes.
- U.S. entity operational support.
- Responsible for regulatory compliance and maintaining corporate and organizational records.
- Oversee formation and dissolution of corporate entities.
- Coordinate corporate transactions and govern process recordation, including stock issuance.

Zupkus & Angell, P.C. Business Manager

Denver, CO 2012 – 2014

- Oversee and direct all operating functions, administrative policies and procedures, financial management, personnel, professional liability, and information systems.
- Critically evaluated contracts and invoices and implemented strategy resulting in net profit percentage gain from 2011 to present over 250% and reduced expenses over 50%.
- Evaluate and optimize staff organizational structure, eliminating redundant annual paper and payroll expense.
- Manage all contracts for employees, contractors, vendors, and property maintenance needs.
- Assess and prioritize all financial transactions, including managing cash flow, creating budgets, and developing long-term fiscal plans.
- Wrote standardized procedures, protocols, and billing practices to reduce rates of error and to boost efficiency.

Exposures Magazine & ROOT Journal Editor-in-Chief

Denver, CO 2010 – 2013

- Oversee content, evaluate and drive readership expansion, and responsible for final editorial determination.
- Directed ROOT to award-winning status and expanded publication from local to national in two years.

National Park Service**Assistant Landscape Architect***Rocky Mountain National Park, CO 2010 – 2011*

- Developed field operations and protocols identifying accessibility risk and compliance.
- Wrote 326-page ADA assessment manual, to be implemented nationwide as best practices for national parks.

Securities & Exchange Commission**Contract Paralegal***Denver, CO 2009 – 2010*

- Implemented federal compliance measures while directing backlog of decades-old case materials for permanent archival.

Sonnenschein Nath & Rosenthal LLP**Senior Paralegal and Human Resources Officer (Patent Litigation)***Menlo Park, CA 2007 – 2008*

- Consulted nationwide to streamline paralegal workforce and establish group-wide best practices.
- Developed and directed paralegal operational strategy for Silicon Valley and Washington, D.C. patent groups.
- Designed business development presentations for the Board of Directors at Yahoo and legal departments at: Intel, Oracle, Cisco, Broadcom and others.

Weil, Gotshal & Manges LLP**Senior Paralegal / U.S. Paralegal Trainer***Menlo Park, CA 2003 – 2007*

- Oversight and management of 10 direct reports across multiple cases and disciplines.
- Co-wrote national Patent Litigation paralegal training manual and evaluated and directed paralegal development.

EDUCATION**University of Colorado Denver, *Master of Arts*** – Landscape Architecture – High Honors.**University of Montana, *Bachelor of Arts*** - Journalism, Print Option – Dean's List.**ADDITIONAL SKILLS*****Excellent Computer Knowledge and Application – Microsoft Office, Adobe Creative Suite, Wordpress • Google Analytics • Basic German Language • Communication – Verbal and through Design***

EXHIBIT C-1

Evidence of Financial Capability

Vodafone Consolidated Income Statement

Applicant possesses the necessary financial resources to provide the services proposed in this Application. The Company is a wholly-owned subsidiary of Vodafone Group Plc ("Vodafone"), a major multi-national communications provider. In its March 2013 annual report, Vodafone reported approximately \$70.2 billion in revenues from its global operations. Thus, in addition to its own considerable resources, as a wholly owned subsidiary of Vodafone, VUSI has reliable access to more than ample working capital to fund the Company's proposed operations, including the ability to meet any lease and ownership obligations associated with its provision of competitive telecommunications services. Below is an extract from the Consolidated Income Statement presented on page 90 of the Vodafone March 2013 annual report. (The table originally included data from 2011, 2012, and 2013.) The data provided was originally reported in UK pounds (£) but has been converted unofficially to U.S. dollars based upon the average conversion rate as of the issuance of the annual report. A copy of Vodafone's complete March 2013 annual report can be accessed at

[http://www.vodafone.com/content/index/investors/investor information/annual report.html](http://www.vodafone.com/content/index/investors/investor%20information/annual%20report.html).

Consolidated income statement {April1, 2012- March 31, 2013}		
	2013 UK£ (million)	2013 US\$\$ (million)
Revenue	44,445	70,223.1
Cost of Sales	(30,505}	(48,197.9}
Gross profit	13,940	22025.2
Selling and distribution expenses	(3,258}	(5,147.64}
Administrative expenses	(5,199}	(8,214.42}
Share of result in associates	6,477	10,233.66
Impairment losses	(7,700)	(12,166}
Other income and expense	468	739.44
Operating profit	4,728	7470.24
Non-operating income and expense	10	15.8
Investment income	305	481.9
Financing costs	(1,788)	(2,825.04}
Profit before taxation	3,255	5,142.9
Income tax expense	(2,582}	(4,079.56)
Profit for the financial year	673	1,063.34
Attributable to:		
- Equity shareholders	429	677.82
-Non-controlling interests	244	385.52
Basic earnings per share*	0.87p	1.3746
Diluted earnings per share*	0.87p	1.3746

*These values are not expressed in terms of millions.

REDACTED

EXHIBIT C-2

Evidence of Financial Capability

Proprietary & Confidential Materials

PLEASE TAKE NOTICE THAT the Applicant considers its financial statements to be proprietary and confidential. The data contained in these documents reveal the size, nature, and scope of the Applicant's business and financial operations to competitors and potential competitors. Therefore, the Applicant requests that the Commission treat the Applicant's financial information as proprietary to maintain the confidentiality of the data contained therein. Accordingly, Applicant submits this financial information under protective seal. Applicant further requests further that the proprietary statements be retained and held as confidential only until determined no longer necessary for retention by the Commission, and then destroyed.

(Submitted under seal)


REDACTED FOR PUBLIC INSPECTION

State of NEW YORK)
) ss.
County of NEW YORK)

I, Charles A. Pol, being first duly sworn, state that I am President of Vodafone US Inc. and that, under penalty of perjury under the laws of the State of Colorado, state and aver that the attached unaudited financial statements are accurate and true, to the best of my knowledge.

Dated this 22 day of April, 2014.


Vodafone US Inc.

By: 
Charles Pol
560 Lexington Avenue, 9th Floor
New York, NY 10022

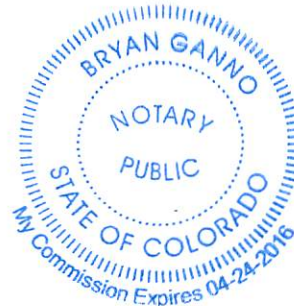
Subscribed and sworn to before me, a Notary Public

NOTARY PUBLIC
(Title of Person authorized to administer oaths)

in the State and County above named, this 22 day of April, 2014.


(Signature of person authorized to administer oath)

SEAL



VERIFICATION OF FINANCIAL STATEMENTS

State of COLORADO)
County of DENVER) ss.
)

I, ANNA EWING, being first duly sworn, state that I am Chief Financial Officer of Vodafone US Inc. and that, under penalty of perjury under the laws of the State of Colorado, state and aver that the attached unaudited financial statements are accurate and true, to the best of my knowledge.

Dated this 24 day of April, 2014.

Vodafone US Inc.

By: [Signature]

Anna Ewing
999 18th St., S. Tower, Ste. 1750
Denver, CO 80202

Subscribed and sworn to before me, a Notary Public

NOTARY PUBLIC
(Title of Person authorized to administer oaths)

in the State and County above named, this 24 day of April, 2014.

[Signature]
(Signature of person authorized to administer oath)

SEAL

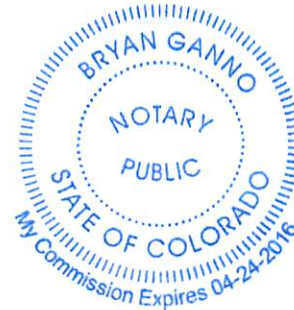


EXHIBIT E

Proposed Florida Telecommunications Price List

EXHIBIT D

Proposed Florida Telecommunications Price List

STATE OF FLORIDA TELECOMMUNICATIONS TARIFF

Regulations and Schedule of Charges Applying to
Competitive Local Exchange
Telecommunications Services
in the State of Florida

Vodafone US Inc.

Vodafone US Inc.
560 Lexington Avenue, 9th Floor
New York, NY 10022

This Price List contains descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed local exchange telecommunications Services provided by Vodafone US Inc. ("Vodafone U.S." or "Company") within the State of Florida. This Tariff is on file with the State of Florida Public Service Commission ("Commission"). This Tariff may also be inspected during normal business hours at Vodafone US Inc.'s principal place of business at 560 Lexington Avenue, 9th Floor New York, NY 10022.

Issued:

Effective:

Issued By:

Blair Rosenthal
Assistant General Counsel
Vodafone US Inc.
560 Lexington Avenue, 9th Floor
New York, NY 10022

CHECK SHEET

Sheets inclusive of this Price List are effective as of the date shown at the bottom of the respective Sheet(s). Revised Sheets as named below contain all changes from the original filing that are in effect on the date listed.

Sheet No.	Sheet Version	Sheet No.	Sheet Version	Sheet No.	Sheet Version
1	Original	35	Original	69	Original
2	Original	36	Original	70	Original
3	Original	37	Original		
4	Original	38	Original		
5	Original	39	Original		
6	Original	40	Original		
7	Original	41	Original		
8	Original	42	Original		
9	Original	43	Original		
10	Original	44	Original		
11	Original	45	Original		
12	Original	46	Original		
13	Original	47	Original		
14	Original	48	Original		
15	Original	49	Original		
16	Original	50	Original		
17	Original	51	Original		
18	Original	52	Original		
19	Original	53	Original		
20	Original	54	Original		
21	Original	55	Original		
22	Original	56	Original		
23	Original	57	Original		
24	Original	58	Second		
25	Original	59	Original		
26	Original	60	Original		
27	Original	61	Original		
28	Original	62	Original		
29	Original	63	Original		
30	Original	64	Original		
31	Original	65	Original		
32	Original	66	Original		
33	Original	67	Original		
34	Original	68	Original		

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Assistant General Counsel
Vodafone US Inc.
560 Lexington Avenue, 9th Floor
New York, NY 10022

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS

- (C) Change in the offering
- (D) To signify a discontinued regulation.
- (I) To signify increased rate.
- (M) To signify material relocated from or to another Tariff location.
- (N) To signify a new rate or regulation.
- (R) To signify a reduced rate.
- (T) To signify a change in text only.

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TARIFF FORMAT

- A. Page Numbering** - Sheet numbers appear in the upper right corner of the Sheet. Sheets are numbered sequentially. However, occasionally, 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. Numbers** - Revision numbers also appear in the upper right corner of each Sheet. These numbers are used to determine the most current Sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current Sheet number on file with the Commission is not always the Sheet in effect. Consult the Check Sheet for the Sheet currently in effect.
- C. Paragraph Numbering Sequence** – There are five levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
- D. Check Sheets** - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the Sheets contained in the Tariff with a cross-reference to the current revision number. When new Sheets 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 Sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some Sheets). The Tariff Authorized User should refer to the latest Check Sheet to find if a particular Sheet is the most current on file with the Commission.

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Effective:

Issued By:

Blair Rosenthal
Assistant General Counsel
Vodafone US Inc.
560 Lexington Avenue, 9th Floor
New York, NY 10022

APPLICATION OF TARIFF

- A.** This Tariff schedule sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of competing local exchange Services offered by Company to Customers in the State of Florida, subject to availability.
- B.** Company has been granted Commission authority to provide Local Exchange Service statewide. Company provides Local Exchange Service in those areas served by BellSouth Telecommunications, Inc. (nka AT&T, Inc.) and CenturyLink, where Company has entered into interconnection agreements with the incumbent local exchange carrier. Company's Local Exchange Service area is consistent with the incumbent local exchange carrier as set forth in each company's respective local exchange Price List, which Company adopts as its own.
- C.** The rates and regulations contained in this Price List apply only to the telecommunications Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or the Services provided by a Local Exchange Carrier or other common Carrier for use in accessing the Services of Company. This Tariff does not cover any information service or other unregulated service offered by Company or its affiliates.
- D.** Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Price List (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Price List or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.
- E.** The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.
- F.** This Tariff is governed and interpreted according to the Laws of the State of Florida.

Issued:

Effective:

Issued By:

Blair Rosenthal
Assistant General Counsel
Vodafone US Inc.
560 Lexington Avenue, 9th Floor
New York, NY 10022

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Certain terms used generally throughout this Price List are defined in this section. Other terms having reference only to a specific Service offered by Company may be defined in the sections applicable to that Service.

Access Line: A circuit providing Exchange Service between a Customer's standard network interface and a serving switching center.

Applicant: The individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which has applied to Company for Services provided as set forth in this Price List.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Service or is placed in a position by the Customer, either through acts or omissions, to use Service. Also see "End-User."

Basic Local Exchange Service: Service that includes the following:

- * Single-party Service;
- * Voice grade access to the public switched network;
- * Support for local use;
- * Dual tone multifrequency signaling (touch-tone);
- * Access to emergency Services (911);
- * Access to operator Services;
- * Access to Interexchange Services;
- * Access to directory assistance; and
- * Toll limitation Services.

Called Station: The terminating point of a call (i.e., the called number).

Carrier: An entity certified by the Commission to provide telecommunications Services within the State of Florida.

Central Office: A switching unit, in one location of a telecommunications system providing Service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting lines.

Channel: A communications path between two or more points of termination.

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Effective:

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Blair Rosenthal
Assistant General Counsel
Vodafone US Inc.
560 Lexington Avenue, 9th Floor
New York, NY 10022

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

Commission: The Florida Public Service Commission

Company: Vodafone US Inc. ("VUSI" or "Company"), the issuer of this Price List.

Customer: The person, firm, corporation or other entity which orders or uses the Company's services offered in this tariff and which is responsible for payment of charges in compliance with the regulations in this tariff, except any person, firm, corporation or other entity to whom the Company does not specifically solicit for the use of the Company's services offered in this Price List or who does not affirmatively consent to the use of the Company's services offered in this Price List.

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

Directory Listing: The publication in alphabetical directory published by an incumbent local exchange carrier ("ILEC") of information relative to a subscriber's telephone number, by which telephone Authorized Users are enabled to ascertain the telephone number of a desired individual or business.

Disconnect or Disconnection: The termination of a circuit connection between the Originating Station and the Called Station or Company's operator.

End User: Any person, firm, corporation, partnership or other entity that uses the Services of Company under the provisions and regulations of this Price List. The End User is responsible for payment unless the charges for the Services utilized are accepted and paid by another Customer. Also see "Authorized User."

Exchange: A basic unit for the administration of communication Services in a specified area, called the Exchange Area. It usually consists of one or more Central Offices together with the associated plant used in furnishing communication Service in that area.

Facility or Facilities: Includes, in the aggregate or otherwise, but is not limited to, the following: Channels, Lines, Apparatus, Devices, Equipment, Accessories, Communications paths and Systems, which are provided by Company and utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

Force Majeure: Causes beyond Company's control, including but not limited to: acts of God, fire, flood, explosion, lightning or other natural catastrophes, labor dispute, cable cuts, and failures of third-party suppliers of goods and services; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military Commission; preemption of existing Service in compliance with national emergencies; insurrections; riots; wars.

Holidays: Any day which is a legally observed federal government holiday.

Installation Charges: Charges, which are assessed on a non-recurring basis at the establishment of a Service.

Interexchange: Telephone calls, Traffic, Facilities or other items that originate in one Exchange and terminate in another.

InterLATA: A term used to describe Services, functions, etc., that relate to telecommunications originating in one LATA and terminating outside of the originating LATA.

IntraLATA: A term used to describe Services, revenues, functions, etc., that relate to the telecommunications that originate and terminate within the same LATA.

Joint User: An individual, partnership, association or corporation sharing a Customer's Exchange Service according to the provisions of this Price List for such shared use.

LATA (Local Access and Transport Area): A geographical area established by the U.S. District Court for the State of Florida in Civil Action No. 82-0192 or any other geographical area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4 or its successor Tariffs.

Local Calling Area: One or more rate centers within which a Customer can place calls without incurring long-distance (toll) charges.

Local Exchange Carrier ("LEC"): A company that furnishes Local Exchange telecommunications Service.

Local Exchange Service: The furnishing of telecommunications Service to individual and Business Customers within a specified geographical area for Basic Local Exchange Service.

Local Exchange Service Area: The area within which a Customer may make calls without payment of message toll charges. A Local Exchange Service Area may include one or more Exchange Areas of Company or of other telephone companies.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

Premises: The building, or portion or portions of a building or structure, occupied at one time by a Customer either as a residence or for business use.

Service(s): The intrastate telecommunications Service(s) that Company offers as set forth in this Price List.

Station: Telephone equipment from or to which calls are placed.

Telecommunications Relay Service (TRS): Enables the Deaf, hard-of-hearing, or speech-impaired who use a text telephone or similar devices, and non-impaired callers to freely communicate with each other.

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

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SECTION 2 - RULES AND REGULATIONS**2.1. UNDERTAKING OF COMPANY****2.1.1. Scope**

- A. Company undertakes to furnish competitive Local Exchange communications Services within the State of Florida pursuant to the rates, terms and conditions set forth in this Price List.
- B. Customers and Authorized Users may use Services and Facilities provided under this Price List to obtain access to Services offered by other service providers. Company is responsible under this Price List 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 Company network in order to originate or terminate its own services, or to communicate with its own customers.
- C. Company offers Services to Customers for the transmission and reception of voice, data, and other types of communications.
- D. Company does not transmit messages pursuant to this Price List, but its Services may be used for that purpose.
- E. Company's Services are provided on a monthly basis unless otherwise provided, and are generally available twenty-four (24) hours per day, seven (7) days per week, and three-hundred and sixty-five (365) days per year.
- F. Company may, at Company's sole discretion, elect to employ third parties to perform any of its obligations under this Price List.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.2. Shortage of Equipment or Facilities**

- A. Company reserves the right to limit or to allocate the use of existing Facilities, or of additional Facilities offered by Company, when necessary because of lack of Facilities, or due to some other causes beyond Company's control.
- B. The furnishing of Service under this Price List is subject to existence of necessary Facilities in a specific location. The availability on a continuing basis of all the necessary Facilities and is limited to the capacity of Company's Facilities as well as Facilities Company may obtain from other Carriers to furnish Service from time to time as required at the sole discretion of Company.
- C. Notwithstanding anything else in this Section, the quality of Service will meet or exceed the minimum standards set forth in Commission regulations as amended from time to time.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY**, Continued**2.1.3. Terms and Conditions**

- A. Service is provided on the basis of a minimum period of at least one month, twenty-four (24) hours per day. For the purpose of computing charges in this Price List, a month is considered to have thirty (30) calendar days.
- B. Customers may be required to enter into written Service orders, which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Services, and the terms and conditions in this Price List; further, Customers will also be required to execute any other documents as may be reasonably requested by Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, Service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon thirty (30) calendar days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service order and this Price List prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the Service order, shall survive such termination.
- D. No other telecommunications provider may interfere with the right of any person or entity to obtain Service directly from Company. Customers who have service with another carrier under contract may incur early termination fees to subscribe to Company's Services.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company**

Because the Customer has exclusive control of its communications over the Services furnished by Company, and because interruptions and errors incident to these Services may be unavoidable, the Services are subject to the terms, conditions, and limitations specified in this Price List and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular Services and Facilities furnished under this Price List.

- A. Liability for Service Disruption - The liability of Company for damages arising out of 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 arising out of the failure to furnish the Service, whether caused by act or omission, shall be limited to the proportionate charge (based on the rates then in effect) for the Service during the period of time in which the Service is affected. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of Company. Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages or lost profits, or costs of cover to Customer as a result of any Company Service, equipment, or Facilities, or the acts or omissions or negligence of Company's employees or agents.
- B. Indemnification - Company will not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless Company from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:
 - 1. Circumstances Beyond Company's Control - Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to Force Majeure; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties when it does not involve Company's employees.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued****B. Indemnification, Continued**

2. Acts of Other Entities - Company shall not be liable for: (a) any act or omission of any entity furnishing Company or Company's Customers facilities or equipment used for or with the Services Company offers, or (b) for the acts or omissions of other Carriers.
3. Acts of the Customer - Company shall not be liable for any damages or losses due to the fault or negligence of the Customer, its employees, agents, or suppliers, or due to the failure of malfunction of Customer-provided equipment or facilities. This limitation of liability also pertains to Customer Premises Equipment ("CPE") purchased or leased from Company by the Customer.
4. Damage to Customer's Premises - Company shall not be liable for any defacement of or damage to Customer Premises resulting from the furnishing of Services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of Company's agents or employees.
5. Liability for Acts of Other Carriers or Companies - Company shall not be liable for any act or omission of any other companies supplying a portion of the Service, or for damages associated with Service, Channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company Services.
6. Liability for Transmission Errors - Company shall not be liable for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the Service of Company, (1) caused by Customer-provided equipment or (2) not prevented by Customer-provided equipment but which would have been prevented had Company-provided equipment been used.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued****B. Indemnification, Continued**

7. Disconnection of Service - Company shall not be liable for the Disconnection of Service, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages or lost profits, or costs to cover, so long as such Disconnection of Service complied with the applicable rules and regulations; or
8. Violations - Company shall not be liable for violations of the obligations of the Customer under this Price List; or
9. Interruption - Company shall not be liable for the interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service; or
10. Loss, Destruction or Damage - Company shall not be liable for any loss, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or unintentional act or omission of Company, Customer, Authorized User or their employees, agents representatives or invitees; or
11. Unlawful Acts - Company shall not be liable for unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment; or
12. Disclosure - Company shall not be liable for misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Tariff, so long as Company has complied with any applicable rules and regulation related thereto; or

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued****B. Indemnification, Continued**

13. Fees - Company shall not be liable for fees Company delivered to a jurisdiction in question and not returned to Company; or
14. Caller ID Blocking - Company shall not be liable for any failures, errors malfunctions or omissions of Caller ID Blocking whether arising from or relating to any ordinary negligence of Company; or,
15. Unauthorized Use - Company shall not be liable for any unauthorized use of the Service provided to Customer.

- C. Limitations of Damages and of Period for Bringing Claims - The entire liability of Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against Company shall be commenced more than one (1) year after the Service related to the claim is rendered. Claims applicable to overbilling against Company shall be commenced no more than two (2) years after the Service related to the claim is rendered pursuant to Section 415, U.S. Code, 47 U.S.C. §415.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued**

- D. Service Installation and Operation - Company does not guarantee nor make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, harm, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of Service furnished by Company at such locations. Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.
- E. Notice of Temporary Disconnection - Company will, where practicable, notify the Customer that temporary discontinuance of the use of a Service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair Company's right to discontinue forthwith the use of a Service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to temporary discontinuance.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued**

F. Connection to Company's Network - Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to Company's network. The Customer shall secure all licenses, permits, rights of way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that the Customer's or the Customer's agent's equipment and/or system is properly interfaced with Company's Service, that the signals emitted into Company's network are of the proper mode, band-width, power data speed, and signal level for the intended use of the Customer and that the signals do not damage Company equipment, injure its personnel or degrade Service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, and personnel.

G. EXPRESS AND IMPLIED WARRANTIES - 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.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued**

- H. Errors in Billing - The liability of Company for errors in billing that result in overpayment by the Customer will 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.
- I. Provision of Service - Company will not be liable for any refusals or failures to provide Service or delays in commencing Service to any Customer or for any failure to provide or maintain Service at any particular performance level.
- J. Emergency 911 Service

With respect to emergency 911 Service:

- 1. This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this Service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this Service and does not create any relationship or obligation, direct or indirect, with or to any person other than Customer.
- 2. Neither is Company responsible for any infringement nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 Service features and the equipment associated therewith, or by any Services furnished by Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 Service, and which arise out of the negligence or other wrongful act of Company, the Customer, its Authorized Users, agencies or municipalities, or the employees or agents of any one of them.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued**

- K. Directory Listings - Company has no liability for damages arising from errors, mistakes in or omissions of Directory Listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof.
1. Cost and Time - Company's liability arising from errors or omissions in Directory Listings shall be limited to the actual cost to the Customer for the Directory Listing during a given period of time. There is no liability by Company and there will be no recovery by a Customer for loss of business to a Customer for errors or omissions in Directory Listings.
 2. Private and Semi-Private Listings - In conjunction with private and semi-private listing Services, Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number. Company will try to prevent the disclosure of the number of such telephone, but will not be liable in any manner should such number be divulged.
 3. Non-Published Listings and Emergency Calls - When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental agency responsible for the Emergency 911 Service upon request of such government agency. By subscribing to Service under this Price List, the Customer acknowledges and agrees with the release of information under the provisions as described above.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.5. Service-Affecting Activities**

Company will provide the Customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or Facilities additions, removals or rearrangements and routine preventative maintenance.

2.1.6. Provision of Equipment and Facilities

- A. Company shall use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Price List. Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- B. 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, and attempt to repair, or otherwise interfere with any of the Facilities or equipment installed by Company, except upon the written consent of Company.
- C. Company may substitute, change any equipment or Facility at reasonable times.
- D. Equipment Company provides or installs at the Customer Premises for use in connection with the Services Company offers shall not be used for any purpose other than that for which it was provided by Company.
- E. The Customer shall be responsible for the payment of Service charges as set forth herein for visits by 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 Company, including but not limited to the Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.6. Provision of Equipment and Facilities, Continued**

F. 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 Price List, the responsibility of Company shall be limited to the furnishing of Facilities offered under this Price List and to the maintenance and operation of such Facilities. Subject to this responsibility, 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.

2.1.7. Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to 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.

2.1.8. Special Construction

Subject to the agreement of Company and to all of the regulations contained in this Price List, special construction of Facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where Facilities are not presently available, and there is no other requirement for the Facilities so constructed;
- B. of a type other than that which Company would normally utilize in the furnishing of its Services;
- C. over a route other than that which Company would normally utilize in the furnishing of its Services;
- D. in a quantity greater than that which Company would normally construct;

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SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.8. Special Construction, Continued

- E. on an expedited basis;
- F. on a temporary basis until permanent Facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

2.1.9. Ownership of Facilities

Title to all Facilities in accordance with this Price List remains in Company, its agents, wholesale partners or contractors.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.2. PROHIBITED USES****2.2.1. No Unlawful Purpose**

The Services 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. Compliance Letter Required

Company may require Applicants for Service who intend to use Company's offerings for resale and/or for shared use to file a letter with Company confirming that their use of Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

2.2.3. No Interference

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

2.2.4. Assignment Provisions

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 Company. Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to 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 Price List will apply.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.2. PROHIBITED USES, Continued****2.2.5. Company-Provided Equipment**

Equipment Company provides or installs at the Customer's Premises for use in connection with the Services Company offers may not be used for any other purpose other than for which Company provided it. Customer may not, and may not permit others to, rearrange, Disconnect, remove, attempt to repair, or otherwise interfere with any of the Services or equipment installed by Company or Company's agent, except upon the consent of Company.

2.2.6. Service Used for Compensation

Service may not be used for any purpose for which the Customer receives any payment or other compensation, except when the Customer is a duly authorized and regulated common Carrier. This provision does not prohibit an arrangement between the Customer and Authorized User to share the cost of Service.

2.2.7. Service Used to Annoy or Harass

Service may not be used in any manner so as to annoy, abuse, threaten, or harass other persons.

2.2.8. Service Used for Impersonation or Lewd or Obscene Purposes

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

2.2.9. Service Used Without Payment

The use of Company's Services either without payment for Service or attempting to avoid payment for Service including, but not limited to, by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards, and engagement of a third party to commit fraud, is prohibited.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.2. PROHIBITED USES, Continued****2.2.10. Rights and Titles Remain with Company**

Except as provided by law, Commission regulations or the Federal Communications Commission's regulations, the Customer obtains no property right or interest in the use of any specific type of Facility, Service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with Company.

2.2.11. Use of Resold Services from Other Providers

Customer's use of any resold service obtained from other service providers is also subject to any applicable restrictions in the underlying provider's "service agreements" including, but not limited to, price lists, tariffs, and/or individual customer agreements.

2.2.12. Use for Solicitation by Recorded Messages

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

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER****2.3.1. Payment of Bills and Charges**

- A. The Customer shall be responsible for the payment of all applicable charges for Services rendered pursuant to this Price List and/or contract;
- B. Customer is responsible for the payment of any bills for Services and for the resolution of any disputes or discrepancies with Company. Company has no responsibility with respect to billing, charges or disputes related to services used by Customer which are not included in Services herein including, without limitation, any local, regional and long distance services not provided by Company.
- C. A charge of \$20.00 will be assessed for checks with insufficient funds or non-existing accounts, unless waived by Company for good cause shown.
- D. If the Customer chooses to place information services provider ("ISP") calls or receives calls via a non-Company affiliated carrier, the Customer will be liable for all charges related to such calls; including without limitation, charges billed to Company or Customer by ISP or other carriers, and any applicable rebilling charge and charges for any service provided by Company or its affiliates.

2.3.2. Unauthorized Use

The Customer is responsible for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's Premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over Company's network without the authorization of the Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.3. Compliance with Regulations**

The Customer is responsible for compliance with applicable regulations set forth in this Price List.

2.3.4. Compliance with Law

The Customer shall be responsible for complying with all laws and regulations applicable to use of services provided under this tariff and any Services contract between Customer and Company.

2.3.5. Identification

The Customer is responsible for verifying the name(s) of the Authorized Users allowed to request and use the Customer's Service, upon Company request, and for establishing identity as often as is necessary during the course of a call to Company or when seeking credits from Company.

2.3.6. Relationship

A Customer or Authorized User may not represent in any way that the relationship between Customer or Authorized User and Company is anything other than one of customer and supplier, respectively. Nothing in this Price List gives Customer or Authorized Users any Commission to bind or otherwise incur liability on behalf of Company. Nothing in this Price List constitutes an endorsement by Company of any activity, service or product of Customer or Authorized Users.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued**

2.3.7. Claims – With respect to any Service or Facility provided by Company, the Customer shall indemnify, defend and hold harmless Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- A. Any loss, destruction or damage to the property of Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B. Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, from (1) combining Company-provided Services and equipment with any facilities, Services, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products which Company furnished in a manner Company did not contemplate and over which Company exercises no control; or
- C. Any claim for breach in the privacy or security of communications transmitted over Company's Services; or
- D. Any and all other claims arising out of any act or omission of the Customer or others, in connection with any Service provided by Company pursuant to this Price List.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER**, Continued**2.3.8. Company-Provided Equipment and Facilities**

- A. Damage to Company Facilities or Equipment - The Customer shall be responsible for reimbursing Company for damage to, or loss of, Company's Facilities or equipment caused by the acts or omissions of the Customer; or the failure of the Customer to comply with these regulations; or by fire or theft or other casualty on the Customer's Premises, unless caused by the negligence or willful misconduct of the employees or agents of Company, beyond the scope of their employment or agency. Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall have no claim to Company's right of recovery of damages to the extent of such payment made.
- B. Return of Equipment - Customer will return to Company within five (5) business days of termination of Service all Company-provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by Company. Upon demand, Customer will reimburse Company for any costs incurred by Company due to Customer's failure to comply with this Section.

2.3.9. Resources and Rights of Way

- A. The Customer must make arrangements or obtain permission for safe, reasonable and continuous access and right-of-way for Company employees or agents of Company to enter the Premises of the Customer or any Authorized User of the Customer at any reasonable hour for the purpose of performing Company's obligations under this Price List.
- B. The Customer shall be responsible for 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 Subsection (A) above. 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 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.9. Resources and Rights of Way, Continued**

- C. The Customer shall be responsible for making Company Facilities and equipment available periodically for maintenance purposes at a time agreeable to both Company and the Customer. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes.

2.3.10. Working Conditions

- A. The Customer shall be responsible for providing, at no charge to Company and as specified from time to time by Company, any needed personnel, equipment, space, power, surge and lightning protection 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.
- B. The Customer shall be responsible for 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 Company's Facilities and equipment. The Customer may be required to install and maintain Company Facilities and equipment within a hazardous area if, in Company's opinion, injury or damage to Company's employees or property might result from installation or maintenance by Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work.

2.3.11. Liens or Encumbrances

The Customer shall be responsible for not creating or allowing to be placed or maintained any liens or other encumbrances on Company's equipment or Facilities or Customer-Premises equipment leased by the Customer from Company.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.12. Station Equipment**

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the Federal Communications Commission ("FCC") under the FCC's rules and all wiring must be installed and maintained in compliance with those regulations.
- B. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for Service interruptions as set forth in Section 2.6 following is not applicable.
- C. 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 shall be such as not to cause damage to Company-provided equipment and wiring or injury to Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by Company at the Customer's expense.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued**

2.3.13. Interconnection of Facilities - Any special interface equipment necessary to achieve compatibility between the Facilities and equipment of Company used for furnishing Local Exchange Service and the Channels, facilities, or equipment of others may be provided at the Customer's expense. Company's Services (as detailed in Section 3 of this Price List) 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. Facilities furnished under this Price List may be connected to Customer-provided terminal equipment in accordance with the provisions of this Price List.

2.3.14. Inspections - Upon reasonable notification to the Customer, and at a reasonable time, Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this Price List for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned Facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections. If the protective requirements for Customer-provided equipment are not being complied with, Company may take such action as it deems necessary to protect its Facilities, equipment and personnel. Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) business days of receiving this notice the Customer must take this corrective action and notify Company of the action taken. If the Customer fails to do this, Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its Facilities, equipment and personnel from harm. Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer equipment must meet.

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

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

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS****2.5.1. Establishment of Service****A. Application for Service**

1. An Applicant for Service may be required by Company in its sole discretion to sign an application form requesting Company to furnish Facilities or Service in accordance with the rates, charges, rules and regulations as set forth in this Price List. This application for Service, where required by Company, together with the provisions of this Price List, establishes the Contract between Company and the Customer, which may not be assigned or transferred in any manner, without the written consent of Company.
2. If Customer's Service has been terminated or suspended and the Customer wishes to reestablish Service, payment of all unpaid, pending and undisputed charges, as well as a Deposit and or Advance Payment for all connection charges, may be required prior to re-establishing Service, pursuant to rules of the Commission and state laws, if any.
3. Company may refuse to establish Service if any of the following conditions exist:
 - (a) The Applicant has an outstanding amount due for similar Services and is unwilling to make acceptable arrangements with Company for payment;
 - (b) A condition exists which in Company's judgment is unsafe or hazardous to the Applicant, the general population, or Company's personnel or facilities;
 - (c) The Applicant is known to be in violation of Company's Tariffs filed with the Commission;

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.1. Establishment of Service, Continued****A. Application for Service, Continued****3. Company may refuse to establish, Continued**

- (d) Failure of the Applicant to furnish such funds, suitable facilities, and/or rights-of-way necessary to serve the Applicant and which have been specified by Company as a condition for providing Service;
- (e) Applicant falsifies his or her or its identity for the purpose of obtaining Service;
- (f) Company may refuse to provide Service at an address where Service has been discontinued for non-payment of bills for any Service subject to this Price List if it is determined that the non-payment Customer or real users of the Service still reside at the address;
- (g) The Company lacks suitable facilities or capacity necessary to provide the Service; or
- (h) The Service requested is not expressly offered under this Price List.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.1. Establishment of Service, Continued****B. Establishment of Credit**

1. Request for Service under this Price List will authorize Company to conduct a credit search on the Customer. Company may refuse Service on the basis of credit history and may refuse further Service due to late payment or nonpayment by the Customer.
2. In order to assure the proper payment of all Customer-incurred charges for Service, Company will require Applicants for Service and Customers to establish and maintain acceptable credit.
3. The establishment or re-establishment of credit by an Applicant or Customer will not relieve the Applicant or Customer from compliance with other responsibilities, including the payment of advance payments or bills, and in no way modifies the provisions concerning disconnection and termination of Service for failure to pay Customer-incurred charges for Service rendered by Company.
4. Company may refuse to furnish Service to an Applicant that has not paid charges for Service of the same classification previously furnished by Company until, at the option of Company, and/or the Applicant pays any past due bill.
5. If the verification of credit results in unsatisfactory credit information, the Applicant will be informed of the reason or reasons for denial of credit, after which Company may refuse to provide or continue Service pursuant to applicable Commission regulations or State law.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.1. Establishment of Service, Continued****B. Establishment of Credit, Continued**

6. An existing Customer may be required to reestablish prepayment when any of the following conditions occur:
 - (a) During the first twelve (12) months that a Customer receives Service, the Customer pays late three (3) times or has Service disconnected by Company for nonpayment two (2) times;
 - (b) After the first twelve (12) months that the Customer has received Service, the Customer has had Service disconnected two (2) times by Company or Company provides evidence that the Customer used a device or scheme to obtain Service without payment;
 - (c) After the first twelve (12) months that a Customer has received Service, the Customer pays late at least three (3) times during any twelve (12) month period; or
 - (d) At any time during the term of the agreement the customers exceeds the established credit limit.
7. Payment by a Customer of past-due bills will not, of itself, relieve the Customer from the obligation of establishing credit.
8. A Customer may be required to reestablish credit when the nature of Service furnished or the basis on which credit was established has significantly changed.
9. If a Customer fails to reestablish credit as required by Company, Service may be disconnected pursuant to Commission rule(s) and state laws, if applicable.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.2. Payment for Service**

- A. Facilities and Service Charges - The Customer is responsible for the payment of all charges for Facilities and Services furnished by Company to the Customer and to all Authorized Users authorized by the Customer, regardless of whether those Services are used by the Customer itself or are resold to or shared with other persons.
- B. Taxes and Fees - The Customer is responsible for payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges imposed on or based upon the provision, sale or use of Company's Services.
- C. Changes in Service Requested - If the Customer makes or requests material changes in circuit engineering, equipment specifications, Service parameters, Premises locations, or otherwise materially modifies any provision of the application for Service, the Customer's installation fee shall be adjusted accordingly.
- D. Return Check Charge - Checks presented in payment for Services and subsequently returned to Company by the Customer's financial institution for "Non-Sufficient Funds" or other reasons will incur a nonrecurring charge per Customer, per check in accordance with Section 2.3.1.C. of this Price List.

2.5.3. Billing and Collection of Charges

- A. Recurring charges are billed monthly. Usage charges, if applicable, are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No local usage charges will apply to calls received by the Customer.
- B. Billing is payable upon receipt and past due twenty (20) calendar days following the billing date. The Company may impose a monthly late payment charge not to exceed 1.5 percent for the unpaid balance if bills are not paid within twenty (20) days after the date of posting. Where any undercharge in billing of a Customer is the result of a Company mistake, Company will back bill Customer for applicable charges up to six (36) months.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.4. Advanced Payments

Company does not accept advanced payments.

2.5.5. Deposits

Company does not accept deposits.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.6. Disputed Bills**

The Customer is responsible for notifying Company in writing, within twenty-one (21) calendar days of the date of mailing of the bill, of any charges in dispute and the specific basis of such dispute by the date on the invoice.

In case of a billing dispute between Customer and Company as to the correct amount of a bill which cannot be adjusted with mutual satisfaction. Customer may enter the following arrangement if confirmed by Company:

- A. Customer requests and Company will comply with the request for an investigation and review of the disputed amount.
- B. The Customer pays the undisputed portion of the bill by the invoice Due Date shown on the bill. Otherwise the Service will be subject to Disconnection if Company has notified Customer by written notice of such delinquency and impending termination.

If there is still disagreement after the investigation and review by a manager of Company, Customer may appeal to the Commission for its investigation and decision.

Company will respond to the Commission requests for information within the timeframe specified by the Commission.

The Commission will review the claim regarding the disputed amount and communicate the results of its review to Customer and Company. Following staff review, the disputed amount becomes due and payable, unless either party files a formal complaint with the Commission.

In order to avoid Disconnection of Service, such amount must be paid within seven (7) calendar days after the date Company notifies Customer that the investigation and review are completed and that such payment must be made or Service will be interrupted. However, the Service will not be disconnected prior to the Due By Date shown on the bill.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.6. Disputed Bills, (Continued)**

The address and telephone number of Commission:

Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850
Telephone: 1.800.342.3552

2.5.7. Late Payment Charges

Collection procedures and the requirement for a Deposit or Advance Payment are not affected by the application of a late payment charge.

2.5.8. Credit Limit

Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

2.5.9. The Issuance of Credit or Payments

Customers may contact Company for resolution of billing disputes by telephone to Company's Customer Service Department at 855.377.8360 or in writing addressed to the attention of Company Customer Service at 560 Lexington Avenue, 9th Floor, New York, NY 10022. Customer Service representatives are available to address inquiries during company business hours from Monday through Friday, 8:00 AM to 5:00 PM Eastern Time.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. INTERRUPTIONS OF SERVICE****2.6.1. General**

- A. Company may temporarily interrupt Service when necessary to affect repairs or maintenance; to eliminate an imminent threat to life, health, safety or substantial property damage; or for reasons of local, State or National emergency. Company shall establish procedures to be followed by its employees to prevent or mitigate interruption or impairment and provide prompt oral or written notification to affected Customers.
- B. It is the obligation of the Customer to notify Company of any interruptions in Service. Before giving such notice, the Customer will ascertain that the trouble is not being caused by any action or omission of the Customer, is not within the Customer's control, and is not in wiring or equipment connected to the terminal of Company.
- C. If the Customer reports to Company that a Service, facility or Circuit is inoperative but declines to release it for testing and repair, or refuses access to Customer Premises for test and repair by Company or an agent of Company, the Service, facility or Circuit is considered to be impaired but not interrupted. No credit allowance will be made for a Service, facility or Circuit considered by Company to be impaired. The Customer will be responsible for the payment of Service charges as set forth herein when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than Company, including, but not limited, to the Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. INTERRUPTIONS OF SERVICE, Continued****2.6.2. Limitations of Allowances**

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

- A. Due to the negligence of, willful act of, or noncompliance with the provisions of this Price List by, the Customer or by third parties the Customer's premises;
- B. Due to the malfunction of Customer-owned telephone equipment;
- C. Due to a Force Majeure;
- D. During any period in which Company is not given full and free access to Company-provided facilities and equipment for the purposes of investigating and correcting interruptions;
- E. During any period when the Customer has released Service to Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements;
- F. That occurs or continues due to the Customer's failure to authorize placement of any element of special construction;
- G. That occurs when Company, under the terms of the Contract for Service, suspends or terminates Services for nonpayment of charges;
- H. For the unlawful or improper use of the facilities or Service.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. INTERRUPTIONS OF SERVICE, Continued****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.

2.6.4. Application of Credits for Interruptions in Service

- A. Credits for interruptions in Service that are provided and billed on a flat rate basis for a minimum period of at least one (1) month, beginning on the date that billing becomes effective, will in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of Service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Credit will be given only for that portion of the Customer's Service affected by the interruption.
- B. For calculating allowances, every month is considered to have thirty (30) calendar days.

2.6.5. Credit Allowance for Interruptions in Service

If the interruption is for more than twelve (12) hours, an allowance, at the rate for that portion of the Customer's Service affected by the interruption, will be made upon request for the time such interruption continues after the fact is reported by the Customer or detected by Company as follows:

- A. If the interruption is for twelve (12) hours or less, no allowance will be made.
- B. If the interruption continues for more than twenty-four (24) hours, the allowance will be equal to one thirtieth (1/30th) of the monthly rates for the first full twenty four (24) hour period and for each succeeding twenty four (24) hour period or fraction thereof.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.7. RESTORATION OF SERVICE**

- 2.7.1.** The use and restoration of Service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations on file with the Commission, which specifies the priority system for such activities.
- 2.7.2.** At the Customer's request Service shall be restored when the causes of suspension or discontinuance have been removed and when payment or satisfactory arrangements for payment of all proper charges due from the Customer or Applicant, including any proper Deposit, have been made as provided for in the Tariff; or as the Commission may order pending resolution of any bona fide dispute between Company and the Customer or Applicant over the Disconnection.
- 2.7.3.** When a Customer's Service has been disconnected in accordance with this Price List and the Service has been terminated through the completion of a Company Service order, Service will be restored only upon the basis of application for new Service.
- 2.7.4.** A Customer whose Service has been discontinued for failure to establish credit or for nonpayment of bills will be required to pay the unpaid balance due Company before Service is restored.
- 2.7.5.** Whenever Service has been discontinued for fraudulent or other unlawful use, Company may, before restoring Service, require the Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate such fraudulent or otherwise unlawful uses and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.7.6.** Any Customer whose Service has been disconnected may be required to pay Service reconnection charges equal to the initial Service Connection Charge before Service is restored.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.8. USE OF CUSTOMER'S SERVICE BY OTHERS**

Joint use arrangements will be permitted for all Services provided under this Price List. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the Service will be allocated. Company will accept orders to start, rearrange, relocate, or discontinue Service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the Service, each Joint Authorized User shall be responsible for the payment of the charges billed to it.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.9. CANCELLATION OF SERVICE BY CUSTOMER**

- 2.9.1.** Customer may cancel local Service by providing notice to Company thirty (30) calendar days prior to cancellation.
- 2.9.2.** Customer is responsible for usage charges while still connected to Company's Service and for the payment of associated local Exchange Company charges, if any, for Service charges.
- 2.9.3.** Any cost of Company expenditures shall be borne by the Customer if:
- A. The Customer orders Service requiring special Facilities dedicated to the Customer's use and then cancels the order before such Service begins, before completion of the minimum period or before completion of some the period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
 - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
 - C. If based on an order for Service and construction has either begun or has been completed, but no Service provided.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.10. CANCELLATION OF SERVICE BY COMPANY****2.10.1. Discontinuance Without Notice**

Access line service may be refused or disconnected without notice in the event Customer uses equipment in such a manner as to adversely affect the access line service to others, in the event of tampering with the equipment furnished and owned by the exchange carrier, or in the event Customer violates Company's filed Tariff. Company reserves the right to immediately discontinue furnishing the Service to Customers without incurring liability for the following reasons:.

- A. In the event of a condition determined to be hazardous to the Customer, to other Customers of Company, to Company's equipment, the public or to employees of Company;
- B. By reason of any order or decision of a court or any other governmental Commission which prohibits Company from furnishing such Service;
- C. For unlawful use of the Service or use of the Service for unlawful purposes; or
- D. In the event that the Facilities have been abandoned or are being used by unauthorized persons.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.10. CANCELLATION OF SERVICE BY COMPANY, Continued****2.10.2. Discontinuance of Service With Notice**

The company may discontinue service to a Customer under the following conditions after giving Customer fifteen (15) days (excluding Sundays and legal holidays) notice:

- A. for failure of the customer to pay a bill for service when due;
- B. for failure of the Customer to meet the Company's credit requirements;
- C. for failure of the Customer to make proper application for service;
- D. for Customer's violation of any of the company's rules on file with the Commission;
- E. for failure of the Customer to provide the Company reasonable access to its equipment and property;
- F. for Customer's breach of the contract for service between the Company and the Customer;
- G. for failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the utility as a condition of obtaining service; or
- H. when necessary for the utility to comply with any order or request of any governmental Commission having jurisdiction.
- I. If the Customer uses abusive or profane language or makes threats in conversations with Company personnel.

- 2.10.3.** Service will not be disconnected on any Friday, Saturday, Sunday or legal holiday, or at any time when the company's business offices are not open to the public, except where an emergency exists.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.10. CANCELLATION OF SERVICE BY COMPANY, Continued****2.10.4. Payment Obligation up to Discontinuance of Service**

The discontinuance of Service(s) by Company pursuant to this Section does not relieve the Customer of any obligations to pay Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies available to Company set forth herein shall not be exclusive and Company shall at all times be entitled to all the rights available to it under law or equity.

2.11. NOTICES AND COMMUNICATIONS

2.11.1. The Customer will designate an address to which Company will mail or deliver all notices and other communications. The Customer may also designate a separate address to which Company's bills for Service will be mailed.

2.11.2. Company will designate on the bills an address to which the Customer will mail or deliver all notices and other communications. Company may designate a separate address on each bill for Service to which the Customer will mail payment on that bill.

2.11.3. All notices or other communications required to be given pursuant to this Price List will be in writing, unless otherwise provided.

2.11.4. Company or the Customer will 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.

2.12. FULL FORCE AND EFFECT

Should any provision or portion of this Price List be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Price List will remain in full force and effect.

2.13. 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 and other similar charges. Taxes and fees include, but are not limited to, Federal Universal Service Fund surcharge, State Universal Service Fund surcharge, Federal Access Charge, Carrier Access Charge, Federal Excise Tax, State Sales Tax, and Municipal Tax, E911 and Local Number Portability surcharges. Unless otherwise specified in this Price List, such taxes, fees and surcharges are in addition to rates as quoted in this Price List and will be itemized separately in Customer invoices.

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SECTION 3 – DESCRIPTION OF SERVICE**3.1. APPLICATION OF RATES AND CHARGES**

All Services offered in this Price List are subject to Service order and change charges where the Customer requests new Services or changes in existing Services, as well as indicated Non-Recurring and Monthly Recurring Charges.

3.1.1. General

A. The following sections set forth the rules and regulations governing the application of rates for Company Services, including the following general rate categories:

1. Nonrecurring Charges for installation of Facilities and Services;
2. Monthly Recurring Charges for availability and use of Facilities and Services; and
3. Usage or Transaction Charges (where applicable).

B. Local Exchange Services

The following local exchange Network Services are available to Customers where provisioning is technically and commercially feasible.

1. Business Services
2. Optional Calling Features
3. Directory Listing Services

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SECTION 3 – DESCRIPTION OF SERVICE, Continued**3.1. APPLICATION OF RATES AND CHARGES, Continued****3.1.2. Service Connection and Maintenance Charges****A. Service Connection Charges**

1. Service Connection Charges are Nonrecurring Charges for establishing or modifying Services. Unless specifically exempted in this or other Sections of this Price List, Service Connection Charges apply to all Customer-initiated requests, and are in addition to all other scheduled rates and charges.
2. Charges for installation or rearrangement of Service are billed on the next month's bill immediately following work performed by Company.
3. The charges specified in this Price List reflect Service provided during regularly scheduled work hours, at current installation intervals and without work interruptions by the Customer.
4. Customer requests for expedited Services that require installations on a date that is offered on a later date may result in an increase in applicable Service Connection Charges.
5. Customers that request service connection to be performed outside of normal business hours shall also incur an additional Service Connection Charge (excluding the Service Ordering Charge) as well as any additional costs attendant to the request.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.2. EXCHANGE SERVICES****3.2.1 Local Exchange Service Territory**

Company's service territory within the State of Florida mirrors that of AT&T, Inc. and CenturyLink exchange service territory for those companies with whom Company maintains an operating agreement.

3.2.2 Local Exchange Service

- A. Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications Channel, which can be used to place or receive one call at a time. Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other Station equipment.
- B. Local Exchange Services provide a Customer connection to Company's network, enabling the Customer, among other things, to:
 - 1. Originate communications to other points on Company's underlying network;
 - 2. Receive communications from other points on Company's underlying network;
 - 3. Access Company's Services as set forth in this and other Company Tariffs;
 - 4. 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 underlying network;
 - 5. Access Company's customer service for Service-related assistance;
 - 6. Access 911 or E911 services, where available, directory assistance, and telecommunications relay services; and
 - 7. Access Directory Assistance.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.2. EXCHANGE SERVICES, Continued****3.2.2. Local Exchange Service, Continued**

- C. Local Exchange Services may not be available to originate calls to other telephone companies' caller-paid information services (*e.g.*, NPA 900-NXX, 976-NXX, etc.). Calls to those numbers and other numbers used for caller-paid information services are blocked by Company.
- D. Local Exchange 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.
- E. Whenever any Customer's telephone number is changed after a directory is published, the Company shall, upon Customer's request, intercept all calls to the former number for the time requested by the Customer and give the calling party the new number, provided existing Central Office equipment will permit and the Customer so desires.
- F. When Service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.3. OPTIONAL CALLING FEATURES****3.3.1. Custom Calling Feature Descriptions**

Company offers the following custom calling features. Feature availability is based on Customer location and network availability.

- A. Anonymous Call Rejection: Allows customer to automatically reject all calls that have been marked anonymous by the calling party. The call is routed to a denial announcement and subsequently terminated.
- B. Blocking Services: Blocking Services prevent certain call types from being completed. Blocking service examples include blocking outgoing 10XXX1+ or 900 or 976 calls.
- C. Call Forwarding Busy/Don't Answer/Variable: Call forwarding is the ability to forward an incoming call to a pre-selected station if the called station is unable to receive the call. "Call forwarding busy" will forward the call if the called station is in use; "call forwarding don't answer" will forward the call after a predetermined number of rings; "call forwarding variable" will forward the call regardless of the status of the called station.
- D. Call Waiting: Call Waiting is the ability of the called station to generate a tone when the called station is in use to alert the user that another call is waiting to connect with the called station.
- E. Call Waiting ID: Call waiting ID is the ability to identify the party calling when on another call
- F. Caller ID Blocking: Caller ID Blocking allows subscribers to prevent their name and telephone number from being displayed when they make an outbound call. Subscribers activate Caller ID Blocking on a per call basis by dialing *67 (1167 from a rotary telephone).
- G. Caller ID: Allows for the automatic delivery of a calling party's name, telephone number (including non-published and non-listed telephone numbers) or both to the called customer. The number is displayed on a customer provided equipment.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.3. OPTIONAL CALLING FEATURES, Continued****3.3.1. Custom Calling Feature Descriptions, Continued**

- H. Continuous Redial: Allows a customer to dial a code that will cause the feature to automatically redial the last number the customer dialed. If the called number is busy, the feature will redial the called number for a limited period of time. A distinctive ring alerts the customer when the called number becomes available. This service is available on a usage or subscription basis.
- I. Last Call Return: The customer does not have to know the number of the calling party. If the calling party's number is blocked by the calling party, the service will not return the call.
- J. Non-Listed Service: Allows a customer to refuse Directory Listing Service.
- K. No Solicitation: Allows a customer to deter sales and telemarketing calls received by the customer. This is accomplished via a recorded message which informs the caller that the customer does not accept telephone solicitation, and ask solicitors to hang up and to place the called part on the solicitors "do-no-call" list. No Solicitation automatically screens calls between the hours of 8:00 A.M. until 9:00 P.M. daily. A caller may press one, or stay on the line to complete the call connection.
- L. Remote Call Forward: This feature allows a user at a "remote" location to activate/deactivate the call forwarding feature. The user gains remote access to the call forwarding feature from a touch tone phone at a remote location. The RACF feature uses an announcement system to provide interactive voice message prompting, which allows customer to verify the forwarded-to directory number. Changes are accomplished by remotely calling an access number, entering the appropriate line and PIN information when prompted, and making the desired changes.
- M. Selective Call Forwarding: Allows a customer to use Call Forwarding for selected numbers.
- N. Speed Calling: Speed Calling permits placing calls to 8 to 30 telephone numbers dialing an abbreviated code.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued**3.3. OPTIONAL CALLING FEATURES, Continued****3.3.1. Custom Calling Feature Descriptions, Continued**

- O. Toll Restriction: Toll Restriction provide for exchange access lines to be restricted from dialing billable toll calls. Attempted violation of the restrictions are routed to an announcement.
- P. Three Way Calling: Permits the End-User to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The End-User initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.

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

- 3.4.1.** The Company will provide Customer a single directory listing consisting of the Customer's name, Customer's street address, and Customer's telephone number which is designated as the Customer's main billing number, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.
- 3.4.2.** The Company may limit the length of any listing in the directory by the use of abbreviations when in its sole discretion, the clearness of the listing or the identification of the Customer is not impaired thereby.
- 3.4.3.** The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name, (ii) that contains obscenities in the name, (iii) that is likely to mislead or deceive calling persons as to the identity of the listed party, (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory, or (v) that is more elaborate than reasonably necessary to identify the listed party. The Company will notify the Customer prior to withdrawing any listing which is found to be in violation of this subpart.
- 3.4.4.** In order for listings to appear in a directory, a Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- 3.4.5.** Customer may elect for their telephone number and name to be non-listed or non-published in the directory or information services for an additional fee.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.5. SERVICE PROVIDER OPTIONS****3.5.1. No Primary Interexchange Carrier (PIC) Option**

Customers have the option of not selecting a toll provider as the primary Carrier for intraLATA and/or interLATA toll traffic, thus requiring the Customer to use an access code to obtain toll providers' Services (i.e., 1010-XXX).

3.5.3. Preferred Carrier Freeze (PCF)

The Company offers a free service call Preferred Carrier Selection or PIC Freeze. PIC refers to the customer's Primary Interexchange Carrier. This service is available to all customers. Preferred Carrier Section allows customers to designate their local long distance (intraLATA) provider, long distance (interLATA) provider, or both as permanent choices which may not be changed absent further authorization from the customer. At the time a customer contacts the Company to establish a freeze, a representative will advise him/her on how to facilitate a change of provider(s) on a frozen account.

3.5.4. Carrier Change Charge

After the initial thirty (30) day period, or at any time after an initial Carrier selection has been made, any Carrier selection or change is subject to a Non-Recurring Charge, per change, per line, as set forth in Section 4.3.

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SECTION 4 – RATES**4.1. SERVICE CONNECTION AND MAINTENANCE CHARGES****4.1.1. Service Order and Change Charges**

The following non-recurring rates apply on a per line basis, unless otherwise noted.

A. <u>Service or Feature</u>	<u>Residential</u>
Line Installation	\$35.00
Move Line	\$35.00
Change Telephone Number	\$17.50
Change of Billing Responsibility, per order	\$5.00
Change to Class of Service, per order	\$10.00
Feature Change	\$8.50
Directory Listing Change / Establishment	\$12.50

B. Reconnection Fee

Reconnection fee applies to reconnect Service after dial tone has been suspended or service has been disconnected by Company.

Reconnection fee, per line	\$25.00
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SECTION 4 – RATES, Continued**4.2. EXCHANGE SERVICES RATES AND CHARGES****4.2.1. Exchange Services**

	Monthly Recurring Charge
Standard business line, per line	\$35.00

4.2.2. PRI T1 / Digital T1

Monthly Recurring Charges	
PRI T1, 1-Year Term	\$2000.00
PRI T1, 2-Year Term	\$1800.00
PRI T1,3-Year Term	\$1600.00
Digital T1, 1-Year Term	\$2000.00
Digital T1, 2-Year Term	\$1800.00
Digital T1, 3-Year Term	\$1600.00

Non-recurring Installation charge, per T1	\$500.00
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4.2.3. Dedicated Access Exchange Service**A. Business Packages****PRI T1 / Digital T1 Usage Rates**

Local calling, per minute	\$0.010
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SECTION 4 – RATES, Continued**4.3. OPTIONAL CALLING FEATURES****4.3.1. Custom Calling Features**

Service	Monthly Recurring Charge
Anonymous Call Rejection:	\$0.00
Call Block	\$3.00
Call Forwarding	\$3.00
Call Waiting	\$6.00
Call Waiting ID	\$6.00
Caller ID Blocking	\$0.00
Caller ID	\$6.00
Continuous Redial	\$0.00
Last Call Return	\$0.00
Speed Calling	\$3.00
Three Way Calling	\$3.00

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SECTION 4 – RATES, Continued**4.4. DIRECTORY LISTING SERVICE****4.4.1. Per Use Features****Per Use Rate**

Continuous Redial	\$0.95
Three-Way Calling	\$0.00
Last Call Return/Callback	\$0.95

4.4.2. Directory Listing Service**Monthly
Recurring
Charge**

Additional Listing	\$3.00
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4.4.3. Screening and Restriction Services**Monthly
Recurring
Charge**

Collect Call Blocking	\$0.00
Third Party Blocking	\$0.00
Caller ID Blocking - Per Use	\$0.00
Continuous Redial Blocking	\$0.00
Last Call Return/Callback Blocking	\$0.00
Toll Restriction	\$2.00

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SECTION 4 – RATES, Continued**4.5. INTERLATA AND INTRALATA PRESUBSCRIPTION**

4.5.1. InterLATA and IntraLATA presubscription is a procedure whereby a subscriber designates Company as the carrier which the subscriber wishes to be the carrier of choice for interLATA and intraLATA toll calls. Such calls are directed to the designated carrier, without the need to use carrier access codes or additional dialing. InterLATA and IntraLATA presubscription does not prevent a subscriber who has presubscribed to the same interLATA and intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative interLATA and intraLATA carrier on a per call basis.

4.5.2. InterLATA and IntraLATA Presubscription Offerings:

- A. Option A: Subscriber may select Company as the presubscribed carrier for intraLATA toll calls subject to presubscription;
- B. Option B: Subscriber may select an alternate interLATA and intraLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription;
- C. Option C: Subscriber may select a carrier other than Company for the subscriber's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription; or
- D. Option D: Subscriber may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

4.5.3. Rules and Regulations

- A. Subscribers will retain their current dialing arrangements until they request that their dialing arrangements be changed.
- B. Subscribers may select either Options A, B, C or D, above, for intraLATA presubscription.
- C. Subscribers may change their selected Option and/or their presubscribed intraLATA toll carrier at any time.

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SECTION 4 – RATES, Continued**4.5. INTERLATA AND INTRALATA PRESUBSCRIPTION, Continued****4.5.3. Rules and Regulations, Continued**

- D. New subscribers will be asked to select an intraLATA toll carrier(s) at the time the subscriber places an order to establish local exchange service with Company. Company will process the subscriber's order for interLATA and intraLATA service. The selected carrier(s) will confirm their respective subscriber's verbal selection by third-party verification or return written confirmation notices.

PIC, per change	\$5.00
LPIC, per change	\$5.00

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SECTION 4 – RATES, Continued**4.6. DIRECTORY ASSISTANCE SERVICE**

Directory Assistance, per requested number	\$0.85
Directory Assistance Call Completion, per intrastate minute	\$0.07

4.7. PROMOTIONS

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for qualifying Customers and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer. All promotional offerings will be filed with the Commission.

4.8. INDIVIDUAL CASE BASIS AGREEMENTS

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 and will be made available to the Commission upon request.

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