

Sentinel Consulting, LLC
9737 NW 41 St., # 357
Miami, Florida 33178

Aug 11, 2014

REDACTED

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



Initials of person who forwarded check:

DOCKET NO. 140152-TX

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

RE: **Integrated Path Communications, LLC** – Re-Application for Authority
to provide Competitive Local Exchange Telecommunications Company
Service within the State of Florida

COMMISSION
CLERK

14 AUG 13 PM 1:49

RECEIVED-FPSC

To: Office of Commission Clerk:

Enclosed please find the original and one (1) copy of **Integrated Path Communications, LLC's** Re-Application for Authority to provide Competitive Local Exchange Telecommunications Company Service within the State of Florida as well as the initial Access Tariff. Enclosed is Integrated Path Communications, LLC **check no. 1350** for the \$500.00 application fee made out to the Florida Public Service Commission.

Also enclosed are a separate letter requesting CONFIDENTIAL TREATMENT of **Integrated Path Communications, LLC's** financial reports and a sealed manila envelope with the original financial documents marked CONFIDENTIAL.

Integrated Path Communications, LLC (IPC) was issued CLEC Authority under Company Code TY068 on 10/29/2012. This Certificate of Authority was cancelled effective 6/24/2013 due to an unfortunate series of communications errors that prevented IPC's officers from receiving official FL-PSC communications, including the RAF report request (see Order No. PSC-13-0226-PAA-TX, Docket No. 130100-TX). IPC discovered the cancellation when attempting to revise a tariff, and communicated with Ms. Toni Earnhart to correct the issues and bring IPC back to good standing. Per Ms. Earnhart, Public Utility Analyst, IPC has satisfied all unpaid RAF, penalties and interest and the collection fee. It is my understanding that we owe the rule penalty of \$500 which we are including in **check no. 1351** for \$500 made out to the Florida Public Service Commission with our application for Certificate of authority to satisfy that debt.

To ensure prompt processing & filing of future RAF reports by the required due date and associated payments, Integrated Path Communications, LLC has set up

Tel: 786-229-2222 Fax: 206-666-5848
Email: filings@sentinelcc.com

Sentinel Consulting, LLC
9737 NW 41 St., # 357
Miami, Florida 33178

automated calendar and accounting alerts. It is our intention to insure that all future RAF reports and payments are submitted in a timely manner.

Please acknowledge receipt of this filing by returning via email to bshepard@ipc-llc.com and also to filings@sentinelcc.com or via fax (206-666-5848), the file-stamped extra copy of this cover letter. Also please send the original file-stamped copy in the self addressed stamped envelope provided for that purpose.

Questions regarding this filing may be directed to Matthew Schulman at 786-229-2222 or emailed to filings@sentinelcc.com

Sincerely,



Matthew Schulman
Regulatory Consultant for Integrated Path Communications, LLC

Tel: 786-229-2222 Fax: 206-666-5848
Email: filings@sentinelcc.com

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: Integrated Path Communications, LLC

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

4. Official mailing address:

Street/Post Office Box: 9030 State Route 22 Suite 3

City: Hillsdale

State: New York

Zip: 12529

5. Florida address:

Street/Post Office Box: 11380 Prosperity Farms Road, #221E

City: Palm Beach Gardens

State: FL

Zip: 33410

6. Structure of organization:

Individual

Foreign Corporation

General Partnership

Other, please specify:

Corporation

Foreign Partnership

Limited Partnership

If individual, provide:

Name: _____
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:
8. **If foreign corporation**, provide proof of authority to operate in Florida. The Florida Secretary of State corporate registration number is:
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:
10. **If a limited liability partnership**, please proof of registration to operate in Florida. The Florida Secretary of State registration number is:
11. **If a partnership**, provide name, title and address of all partners and a copy of the partnership agreement.

Name: _____
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:

13. Provide **F.E.I. Number:** 42-1714854

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

(a) The application:

Name: Matthew Schulman
Title: Regulatory Consultant
Street Name & Number: 9737 NW 41st Street, #357
Post Office Box:
City: Doral
State: FL
Zip: 33178
Telephone No.: 786-229-2222
Fax No.: 206-666-5848
E-Mail Address: filings@sentinelcc.com
Website Address:

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

Name: Brian Shepard
Title: President
Street Name & Number: 9030 State Route 22 Suite 3
Post Office Box:
City: Hillsdale
State: NY
Zip: 12529
Telephone No.: 212-380-7974
Fax No.: 518-325-1397
E-Mail Address: bshepard@ipc-llc.com
Website Address: www.ipc-llc.com

(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:
- Other – Please provide address:

15. List the states in which the applicant:

(a) has operated as a telecommunications company.

Florida, Texas & New York

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

N/A

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

Texas & New York

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

N/A

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

N/A

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

N/A

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.
SEE ATTACHED PAGE - "Answer to Item 16b"

(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. Explanation:

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.

(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.

(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.

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.*

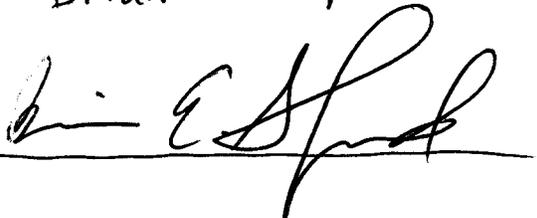
“Answer to Item 16b”

Integrated Path Communications, LLC (IPC) was issued CLEC Authority under Company Code TY068 on 10/29/2012. IPC had plans to operate as a CLEC in Florida but was delayed in implementing its plans. This Certificate of Authority was cancelled effective 6/24/2013 due to an unfortunate series of communications errors that prevented IPC's officers from receiving official FL-PSC communications, including the RAF report request (see Order No. PSC-13-0226-PAA-TX, Docket No. 130100-TX). IPC discovered the cancellation when attempting to revise a tariff, and communicated with Ms. Toni Earnhart to correct the issues and bring IPC back to good standing. Per Ms. Earnhart, Public Utility Analyst, IPC has satisfied all unpaid RAF, penalties and interest and the collection fee. It is my understanding that we owe the rule penalty of \$500 which we are including in **check no. 1351** for \$500 made out to the Florida Public Service Commission with our application for Certificate of authority to satisfy that debt.

To ensure prompt processing & filing of future RAF reports by the required due date and associated payments, Integrated Path Communications, LLC has set up automated calendar and accounting alerts. It is our intention to insure that all future RAF reports and payments are submitted in a timely manner.

Brian E. Shepard

Date:

x 

8/11/14

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: Brian Shepard
Title: President
Telephone No.: 212-380-7974
E-Mail Address: bshepard@ipc-llc.com

Signature:  Date: 8/11/14

CERTIFICATE TRANSFER

As current holder of Florida Public Service Commission Certificate Number _____, I have reviewed this application and join in the petitioner's request for a transfer of the certificate.

COMPANY OWNER OR OFFICER

Print Name: _____

Title: _____

Street/Post Office Box: _____

City: _____

State: _____

Zip: _____

Telephone No.: _____

Fax No.: _____

E-Mail Address: _____

Signature: _____ Date: _____

Exhibit A

Florida Articles of Incorporation

State of Florida

Department of State

I certify from the records of this office that INTEGRATED PATH COMMUNICATIONS, LLC is a New York limited liability company authorized to transact business in the State of Florida, qualified on June 6, 2012.

The document number of this limited liability company is M12000003203.

I further certify that said limited liability company has paid all fees due this office through December 31, 2014, that its most recent annual report was filed on April 21, 2014, and its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eleventh day of August, 2014*



Ken Detjmer
Secretary of State

Authentication ID: CU2093966947

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

2014 LIMITED LIABILITY COMPANY REINSTATEMENT

DOCUMENT# M12000003203

**FILED
Apr 21, 2014
Secretary of State**

Entity Name: INTEGRATED PATH COMMUNICATIONS, LLC

Current Principal Place of Business:

381 LAKE VIEW ROAD
CRARYVILLE, NY 12516

New Principal Place of Business:

9030 STATE ROUTE 22
SUITE 3
HILLSDALE, NY 12529

Current Mailing Address:

381 LAKE VIEW ROAD
CRARYVILLE, NY 12516

New Mailing Address:

9030 STATE ROUTE 22
SUITE 3
HILLSDALE, NY 12529

FEI Number: **FEI Number Applied For (X)** **FEI Number Not Applicable ()** **Certificate of Status Desired ()**

Name and Address of Current Registered Agent:

CORPORATE CREATIONS NETWORK, INC.
11380 PROSPERITY FARMS ROAD, #221E
PALM BEACH GARDENS, FL 33410 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: KRISTINE ROY, SPECIAL SECRETARY

Electronic Signature of Registered Agent

Date

AUTHORIZED PERSONS:

Title: MGRM
Name: SHEPARD, BRIAN
Address: 9030 STATE ROUTE 22, SUITE 3
City-St-Zip: HILLSDALE, NY 12529

I hereby certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am authorized to execute this report as required by Chapter 605, Florida Statutes.

SIGNATURE: BRIAN SHEPARD, MGRM BY:K.ROY, ATTY-IN-FACT

MGRM

04/21/2014

Electronic Signature of Authorized Person

Date

M1200003203

Florida Department of State Division of Corporations 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.

((H12000150542 3))



H120001505423ABCU

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)617-6393

From: Account Name : CORPORATE CREATIONS INTERNATIONAL INC.
Account Number : 110432003053
Phone : (561)694-8107
Fax Number : (561)694-1639

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

Foreign Limited Liability Company Integrated Path Communications, LLC

Certificate of Status	1
Certified Copy	0
Page Count	04
Estimated Charge	\$130.00

RECEIVED
12 JUN -6 4:28 PM
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED
12 JUN -6 AM 7:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

B. BOSTICK
JUN - 7 2012

EXAMINER
6/6/12 3:22 PM

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 608.503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. Integrated Path Communications, LLC
(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "LLC," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida and attach a copy of the written consent of the managers or managing members adopting the alternate name. The alternate name must include "Limited Liability Company," "L.L.C.," "LLC.")

2. New York 3. _____
(Jurisdiction under the law of which foreign limited liability company is organized) (FEI number, if applicable)

4. May 10, 2006 5. perpetual
(Date of Organization) (Duration: Year limited liability company will cease to exist or "perpetual")

6. upon filing of this application
(Date first transacted business in Florida, if prior to registration.)
(See sections 608.501 & 608.502 F.S. to determine penalty liability)

7. 381 Lake View Road
Craryville, NY 12516
(Street Address of Principal Office)

8. If limited liability company is a manager-managed company, check here

9. The name and usual business addresses of the managing members or managers are as follows:
Brian Shepard 381 Lake View Road Craryville NY 12516

RECEIVED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
12 JUN -6 AM 7:50
P. J. ...

10. Attached is an original certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (A photocopy is not acceptable. If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted.)

11. Nature of business or purposes to be conducted or promoted in Florida: _____

Telecommunications

Jessica Morales
Signature of a member or an authorized representative of a member.

(In accordance with section 608.408(3), F.S., the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Brian Shepard by Jessica Morales as attorney-in-fact
Typed or printed name of signee

CERTIFICATE OF DESIGNATION OF REGISTERED AGENT/REGISTERED OFFICE

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the Limited Liability Company is:

Integrated Path Communications, LLC

If name unavailable, the alternate name to be used in the state of Florida is:

2. The name and the Florida street address of the registered agent and office are:

Corporate Creations Network Inc.

(Name)

11380 Prosperity Farms Road #221E

Florida Street Address (P.O. Box **NOT** ACCEPTABLE)

Palm Beach Gardens

FL

33410

City/State/Zip

DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

12 JUN -6 AM 7:50

FILED

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, 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 relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, Florida Statutes.



Corporate Creations Network Inc. Jessica Morales, Special Secretary

(Signature)

- \$ 100.00 Filing Fee for Application
- \$ 25.00 Designation of Registered Agent
- \$ 30.00 Certified Copy (optional)
- \$ 5.00 Certificate of Status (optional)

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through January 15, 2013.

Selected Entity Name: INTEGRATED PATH COMMUNICATIONS, LLC
Selected Entity Status Information

Current Entity Name: INTEGRATED PATH COMMUNICATIONS, LLC
DOS ID #: 3360186
Initial DOS Filing Date: MAY 10, 2006
County: COLUMBIA
Jurisdiction: NEW YORK
Entity Type: DOMESTIC LIMITED LIABILITY COMPANY
Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

INTEGRATED PATH COMMUNICATIONS, LLC
9030 STATE ROUTE 22
SUITE 3
HILLSDALE, NEW YORK, 12529

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this information is not recorded and only available by [viewing the certificate](#).

*Stock Information

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
MAY 10, 2006	Actual	INTEGRATED PATH COMMUNICATIONS, LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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FILING RECEIPT

=====

ENTITY NAME: INTEGRATED PATH COMMUNICATIONS, LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM LLC)

COUNTY: COLU

SERVICE COMPANY: BLUMBERG/EXCELSIOR CORPORATE SERVICES

SERVICE CODE: 39 *

=====

FILED: 05/10/2006 DURATION: ***** CASH#: 060510000647 FILM #: 060510000609

ADDRESS FOR PROCESS

EXIST DATE

THE LLC
381 LAKE VIEW ROAD
CRARYVILLE, NY 12516

05/10/2006

REGISTERED AGENT

=====

FILER	FEES	225.00	PAYMENTS	225.00
-----	----		-----	
	FILING	200.00	CASH	0.00
	TAX	0.00	CHECK	0.00
BLUMBERGEXCELSIOR CORPORATE SERVICE	CERT	0.00	CHARGE	0.00
S, INC.	COPIES	0.00	DRAWDOWN	225.00
52 SOUTH PEARL STREET 2ND FLOOR	HANDLING	25.00	OPAL	0.00
ALBANY, NY 12207			REFUND	0.00

=====

Exhibit B

Managerial Resume

Brian Shepard brings over 20 years of combined leadership, professional and managerial experience to this venture. As a CATV Engineer he possess a wide and varied range of complementary skills and knowledge, all of which make him uniquely positioned to execute this project. Specifically, Mr. Shepard were instrumental in building Cablevision Systems Corporation—one of the United States' leading media, entertainment and telecommunications companies—\$5+ billion effort to rebuild its cable system. As the Regional Director of Engineering at Cablevision, New York, Mr. Shepard led a team of 200 people in rebuilding the headends facilities throughout the New York Metropolitan Area to accommodate the rebuilding of the necessary infrastructure and cutting edge technology for Cablevision's largest franchises in Brooklyn and the Bronx, New York. Employing both leadership and cutting edge technology expertise to achieve delivery of the triple play products offered by Cablevision, including Video on Demand (VOD) and advanced high speed data applications.

Additionally, Mr. Shepard designed and built Cablevision's first ever Network Operations Center (NOC) and Inter-Connecting Optical Network (ION) spanning New York, New Jersey and Connecticut. The NOC and ION allowed Cablevision to better support its new systems and customer applications across its rebuilt cable system. As the Principal of a professional engineering firm, Integrated Path Communication (iPC), Mr. Shepard continues to lead large scale technological initiatives with the United States largest CATV operator, Comcast Cable. The professional services offered by Mr. Shepard to Comcast Cable include budget management, capacity management, project management and network architecture detail design of a network stretching across America in nearly every state in the United States. These efforts have allowed Comcast Cable to offer more advanced products such as streaming video to a computer (Packet Video), Switched video-on-demand and video conferencing. These advanced services require greater speed, bandwidth and network reliability to support Comcast Cable's more than 40 million multi-product subscribers.

In support of the Verizon FIOS TV product, Mr Shepard was responsible for engineering of video transmission and switching platforms for the delivery of FIOS TV service offering and related services on the national FTTP video network.

- Responsibilities include the engineering of area-wide and company-wide video network deployments, data transport, switching/routing systems including layer 3 migration
- Engineering of video headends, regional video hub office, medium haul networks, and video serving office (i.e. central office) equipment.
- Issue work orders and oversee implementations based on network plans.
- Managing capacity requirements and developing capacity management process that initiates additional capacity for all video network components.
- Performing root cause analysis.
- Engineering of video application subsystems including EAS, Ad-insertion, VOD, IPG, Gaming.
- Reviewing video construction projects and their capital costs for validation of alignment with approved guidelines and the capital program
- Define IP VHO and IP SHE FiOS TV Architecture – Capacity Growth Project
- Manage IPTV Cross function team definitions and requirements gathering

IPC, LLC also provide key support to Verizon's Turn Key manufacture – Motorola. In this roll Mr. Shepard scope of Responsibilities/Expectations was to prepare test plans/procedures from system requirements for Motorola's Digital Video Systems Integration, which is a part of the DVS System Engineering organization. DVS Integration is responsible for the integration and verification of features and functions of Motorola digital CATV Headend and IPTV equipment. Additionally, Mr. Shepard work with directly with Comcast Engineering and Verizon Engineer on establishing test requirements based on their use cases, and developing tests to troubleshoot customer failures.

BRIAN E. SHEPARD

111 East 30th Street
Suite 11C
New York, NY 10016

Phone: 212-689-1098
Cell: 212-380-7974
bshepard@ipc-llc.com
brianshepard@hotmail.com

EXPERIENCE

IBM/ Department Of Education

2/2010 to 6/2012

Consultant – Sr. Project Manager/Sr. Video Engineer

As the key in-house Digital Video Subject Matter Expert (SME) I am responsible for the final determination that all IPDVS systems for the New York Department of Education meet the IPDVS design specifications and standards. The adherence process includes review of vendors' installations, which includes the Cisco Network infrastructure, Digital Video surveillance equipment, MPEG encoders, servers, video content servers and auxiliary video hardware, and servers/workstations operating systems within New York City schools.

- Serves as in-house expert and authority in IPDVS for multiple building environments. Consults on changes in network infrastructure and product/hardware selection.
- As a Project Manager overseeing vendors and applies quality assurance to the implementation, installation and verification of the component checkout process performed in a standard based environment for the IPDVS project. And delivers a status assessment report indicating whether each schools IPDVS system is accepted as complete or not.
- Documents modifications to configurations, tests and verifies solution functionality and determines and isolates problem source.
- Manages and maintains all individual acceptance reports along with an overall QA summary of all sites.
- Implements problem source identification/determination and technical support of all digital video surveillance cameras, MPEG encoders, Windows operating systems, Cisco switches, routers, firewalls and general network connectivity components at IPDVS sites citywide.
- Evaluates IPDVS application software configuration parameters associated with each unique school.
- Analyzes MPEG-4 encoder configuration, firmware level and port mapping documentation.
- Coordinates, provides, reviews and assures strict adherence to highly technical specifications and standards for all IPDVS systems.

Ascent Media Group New York, NY

8/2008 to 1/2010

Global Manager of Operations and Engineering

In conjunction with VP, Global Resources manage daily network operations of global DTM transport network as the principle operations expert

Network Operations

- Oversee DTM nodes, interconnections, service levels and provide Tier 1 and Tier 2 support to regional operation teams
- Issue work orders and oversee implementations based on network plans developed by my office or customer
- Developed and Managed capacity management process
- Performing root cause analysis and communicate to Sr. Staff outage results.
- Oversee network software and hardware upgrades across entire network including compatibility testing and managing release notes details, features and bug-fixes
- Identify and approve all groom and maintenance requests made by carrier-vendors. Submit all maintenance requests to operations centers and internal clients for approval/notification.
- In conjunction with NMS engineers coordinate integration of DTM functionality into NMS systems to provide appropriate capabilities
- Manage in-band DLE servers and clients and integration with management-telemetry network

Network Implementation

- Execute and document the implementation of new internal and external service orders
- Execute and document the installation, testing and turn-up of new circuits (Data and Video) and new nodes for operational use
- Interface with key vendors and Telecom Manager for circuit orders and changes that impact network operations

- Provide Point Of Contact communications with internal and external customers regarding status of service implementations, trouble tickets and network health issues
- Develop Detail Design and budget based on sales initiative
- Managed budget and Provide input for network planning and budgeting purposes

Technical Training

- Train engineering team in DTM network operations, service implementation and DTM transport technology services
- Train operations teams in basic DTM network operations and high-level troubleshooting

**VERIZON – Video Network Services Basking Ridge, NY
Sr. Staff Consultant****12/2006 to 5/2008**

Responsible for engineering of video transmission and switching platforms for the delivery of FIOS TV service offering and related services on the national FTTP video network.

- Responsibilities include the engineering of area-wide and company-wide video network deployments, data transport, switching/routing systems including layer 3 migration
- Engineering of video headends, regional video hub office, medium haul networks, and video serving office (i.e. central office) equipment.
- Issue work orders and oversee implementations based on network plans.
- Managing capacity requirements and developing capacity management process that initiates additional capacity for all video network components.
- Performing root cause analysis.
- Engineering of video application subsystems including EAS, Ad-insertion, VOD, IPG, Gaming.
- Reviewing video construction projects and their capital costs for validation of alignment with approved guidelines and the capital program
- Define IP VHO and IP SHE FIOS TV Architecture – Capacity Growth Project
- Manage IPTV Cross function team definitions and requirements gathering

**INTERGRATED PATH COMMUNICATIONS, LLC – CRARYVILLE, NY
Principal/ Director of Engineering/ Program Manager/Consultant****4/2006 to Present**

- Test Engineer – Provide verification of features and functions of Motorola digital CATV Headend equipment for **Motorola DVS System Integration**, which is a part of the DVS System Engineering organization at **Horsham, PA.**
- Prepare test plans/procedures from system requirements for Motorola DVS System Integration, which is a part of the DVS System Engineering organization at Horsham, PA.
- Create test reports and present results to engineering teams and Project management for Motorola DVS System Integration, which is a part of the DVS System Engineering organization at Horsham, PA.
- Monitor the project life cycle of multiple simultaneous projects within Comcast Cable National Engineering & Technical Operations
- Supported CMTS upgrade for supporting VOIP and Power Boost for **Comcast Cable National Engineering & Technical Operations**
- Supported CMTS Next Generation Project in support of VoIP for Comcast Cable National Engineering & Technical Operations
- Analyze and forecast capital requirements for **Comcast Cable National Engineering & Technical Operations** new products and services
- Develop spreadsheets, power point presentations, and formal documents describing capacity and budget requirement for **Comcast Cable National Engineering & Technical Operations**
- Designed and Implemented a Capacity Planning models for Comcast Cable National Engineering & Technical Operations CMTS Capacity management team
- Designed and Implemented a Capacity Planning models for Comcast Cable National Engineering & Technical Operations Digital Video Transport
- Designed and Implemented IPTV Network Architecture for deployment in Haiti TV Cable System

- Designed and Implemented PON Architecture for deployment in Haiti TV Cable System
- Provide Capacity Planning Modeling including forecasting budgets to Haiti TV Cable System
- Designed and Implemented Gig-E transport for Haiti TV Cable System
- Designed and Implemented VOD System for Haiti TV
- Project managed Haiti TV System Build and Launch

CABLEVISION SYSTEMS CORP.

3/96 to 4/2006

TELECOMMUNICATION NETWORK MANAGEMENT – Bronx/Brooklyn, NY

8/01 to 4/2006

Area Manger Inside Plant Engineering Headend – NYC (Brooklyn/Bronx)

- Manage two 860 MHz analog and two **digital Headends** and 11 hub sites which service more than 850K subscribers.
- Responsible for **Headend FCC proof of performance (C/N, S/N, Differential Phase/ Differential Gain, Chrominance Luminance Gain, and Chrominance Luminance Delay)** and budgeting
- Supported the rebuild effort by building 5 new Multi-Product Hub
- **Designed and tested (C/N, CTB, and CSO) fiber interconnects (Super Trunk) to link headends in region via optical fiber.**
- Supported CMTS upgrade for supporting VOIP
- Managed the implementation of operational impacting projects, operational and capital budgets. Responsible for the design and methods and procedures development/implementation.
- Managed staff development, and interdepartmental and vendor management.
- **Designed and Implemented Gig-E transport which supported VOD (iP Video)** for 11 Hub Sites and 2 Server Sites, C and L Band Satellite transport systems, and HDTV SONET Transport System
- Developed data security Anti-pirate counter measures
- Designed local System NOC for monitoring HSD, Broadcast Digital and VOD services
- Implemented and Managed **ASI (iP Video) Transport systems**
- Implemented Digital Commercial Insertion systems and Battery back-Up and Node status monitoring system
- Outlined all test and maintenance procedures for **Broadcast Digital (ASI), VOD, HSD and DAVIC** systems
- Responsible for managing a technical staff of 14 telecommunication engineers.
- Supported the budget management process by developing budget tracking tools using Java, Excel and MS Access

NEW PRODUCT OPERATIONAL DEVELOPMENT – Bethpage, NY

1/00 to 8/01

Senior Project Manger

- Responsible for managing and directing the implementation of operational impacting and growth of new business initiatives business critical projects within Telecommunication Services.
- Coordinate cross business unit resources to consistently deliver high quality products and services on-time and in budget.
- Actively involved in the overall project management for new product or special project initiatives involving senior business leaders.
- Manage all phases of projects (time, scope, budget, and risk) with strategic and/or tactical importance to Cablevision.
- Supported the budget process

CORPORATE ENGINEERING – Woodbury, NY

3/98 to 1/00

Manager, Engineering & Design – Network Resources

- Manage SONET (Interconnect Optical Network {ION}) spanning 3 states, including utilization for voice/data/IP & video (HDTV, compressed and un-compressed), surveillance/status monitoring, circuit/network design, OC48 hand-off, OC3 hand-off, and vendor/system analysis.
- Controlled management of contract deliverables, training, expansion of network, and budget responsibility.
- Designed and implemented NOC, including methods, procedures, and schedules.

- Supported the budget management process by developing budget tools using C++, and Excel

OPERATIONAL ENGINEERING – Hicksville, NY

11/96 to 3/98

Supervisor – Headend/Hub

- Responsible for supporting the forward and return HFC network, headend and hub plant for 670K subscriber system, including design development, methods and procedures development.
- In charge of first level management of 11 technical personnel, including training, schedules, reviews, and interviews.
- Designed and tested (C/N, CTB, and CSO) fiber interconnects (Super Trunk) to link headends in region via optical fiber.
- Designed and implemented Satellite Antenna installation and maintenance procedure. Perform due diligence inspections.
- Responsible for Headend FCC proof of performance (C/N, S/N, Differential Phase/ Differential Gain, Chrominance Luminance Gain, and Chrominance Luminance Delay) and budgeting

SONET PERSONAL VISION, INCORPORATED – New Haven, CT

4/96 to 10/96

Manager System Design and Planning

Responsible for developing the technical direction for the long-range business objectives of the Deployment of multimedia services within Connecticut

Providing complex designs in support of:

Systems Designed Transport

- SONET – Design for delivery of Data, NTSC Video and Digital video signal
- Headend – Design/Upgrade for channel expansion and digital capability
- Pay Per View – Analog tape base delivery, migrating to Digital interactive delivery
- Ad-Insertion – Digital state wide system capable of town by town insertion
- Public Access – Design facility interconnection via fiber optic transport technology

Vendor Evaluation

- Matrix Evaluation for Baseband video and BTSC audio
- Matrix Design for RF and IF video signals using multiple vendors
- Digital Video Server Evaluation for Multi-Application
- Ad-Insertion – Vendor Evaluation for Spot insertion and Info-Commercials
- Set Top Box Selection with interactive Electronic Programming Guide
- Character Generator with graphic display and remote communication
- Traffic and Billing solution
- Public Access facility processing equipment selection

Broadband CATV Distribution Systems

- Inter central office fiber optic network design with return path technology Incorporated
- Ad-Insertion – HFC network design. Inserting at Globally and Granularly points
- Public Access – fiber optic network transport design
- Control Operations Room Design for Status Monitoring

Texscan MSI – Salt Lake City, Utah

3/93 to 4/96

Project Manager, Senior Field Service Engineer

- Responsible for all aspects of project development, implementation, and management.
- Supervised technical and operational staffs.
- Trained technicians and customers.
- Designed, and implemented installations and test procedures

ALLEN ORGAN STUDIOS INCORPORATED – Albertson, NY

6/90 to 6/92

Service Manager

- Responsible for training technicians, writing test procedures, scheduling service calls, trouble-shooting to component level (analog and Digital), designing installations

MARCONI CIRCUIT TECHNOLOGY INCORPORATED – Farmingdale, NY

2/88 to 3/90

Calibration Technician A

- Responsible for calibrating various test instruments, producing technical reports, evaluating operating systems

RHG ELECTRONICS LAB INCORPORATED – Bayshore, NY

4/87 to 1/88

RF/Microwave Engineering Technician

- Tested, tuned, and did troubleshooting of microwave attenuators, switches and performed all final testing including source inspections. Wrote specification sheets and outlines.

GENERAL MICROWAVE CORPORATION – Amityville, NY

4/86 to 4/87

Microwave Technician

NARDA MICROWAVE CORPORATION – Hauppauge, NY

9/85 to 4/86

Microwave Technician A

EDUCATION/TRAINING

State University of New York – Old Westbury, NY

BS Computer Science Engineering – Graduation Summer 2006

Novell Certified Network Engineer Training Center

Certified NetWare Administrator (CNA) – 7/1995

Grumman Data Systems Institute

Electronic Technology Diploma - 1985

Anson Malcolm

50 Chestnut Road • Amityville, NY 11701
T: 917-306-3025 • malc8089@gmail.com

SENIOR ACCOUNTANT

PROFILE

- Award winning, corporate accounting strategist and senior accountant with 10+ years of leadership experience in full cycle financial accounting, financial reporting and compliance control for small to medium size corporations
 - Combines detailed-oriented analytical skills with perceptive big picture thinking capabilities to provide astute fiscal and operating advice for short and long term business planning
 - Employs communication and relationship management skills to cultivate strong relationships at all levels
 - Excels in high-pressure environments for large scale, high profile institutions, handling all responsibilities with utmost integrity, diligence and professionalism
 - Builds and motivates high-performance accounting and finance teams
 - Bachelor of Science Accounting and Associates degree in Applied Science Accounting - (Honors)
 - Expert in US Taxation for individuals, partnerships and corporations
 - Previous experience in a not-for-profit environment
 - Computer literate in QuickBooks, Excel, Word, Outlook
-
-

ACHIEVEMENTS/ACCOMPLISHMENTS

- Instituted controls and processes to turnaround mismanagement of the main receivables account (\$250M) following an unsuccessful attempt by an external firm resulting in 5 figure losses
 - Introduced daily account reconciliations procedures to manage the high volume of transactions and statements with increased accuracy and speed
 - Reconciled accounts with utmost accuracy, investigating discrepancies to locate missing funds, averting financial losses through write-off procedures to force account balancing
 - Slashed administrative processing times for bank reconciliation from 1 week to mere hours
 - Selected by management to draft an internal moving expense policy for employees that was adopted by the university
 - Developed an automated system for on-site and off-site archival records by creating a customized Excel database to incorporate all records, allow accessibility to internal users and increase search agility
 - Received honorable mention in annual in-house newsletter citing stellar bank reconciliation efforts based on tuition account management, and the introduction of an archival records retention policy that has since been deemed the Facility's "Gold Standard"
 - Recipient of the prestigious Administrative Outstanding Achievement Award (2008) base on valuable contributions throughout tenure
 - Selected by the Chair of the Board of Trustees to concurrently hold the Controller position for St. John's Bread and Life, a subsidiary charity and the largest soup kitchen in New York
-
-

PROFESSIONAL EXPERIENCE

ACCOUNTING/BOOKKEEPING CONSULTANT

2010 - Present

- Maintain the accounting records for several small businesses in the New York and Connecticut area
- File quarterly sales tax returns, payroll tax returns and other year-end forms as required
- Prepare budget reports using Microsoft excel as a primary tool
- Converted small businesses accounting systems from manual to automated

Exhibit C

Technical Resume

D. Kelly Daniels
203 Wick Lane
Blue Bell, PA 19422

484-679-1147

kelly@telcoplanning.com

Technology leader for development in communications network engineering and operations.

- **Researches** Technology Initiatives, developing impact report & forecasts executive team.
- **Develops** strategies, revenue impact and necessary budget (Time, Money, Resources).
- **Leads** development staff - incorporating existing business line managers and fundraisers.
- **Evangelizes** industry standards, vendor development and stakeholders.

Patent Holder and Industry Standards Author

- Patents** - Telephone out-of-band signaling application platforms.
- Billing for out-of-band signaling applications.
 - Numbering resources in database call processing application platforms.

Industry Standards – Ethernet and Internet Protocol, Carrier Interconnection Signaling Networks, Operation functions, Passive Optical Networks, Inter-network Billing, Network Numbering, network OSS/BSS and FCAPS in IEEE and TMForum Models.

Regulatory Taskforces - FCC, Oregon, Washington member, testimony, public comments.

Expert Witness - US District Courts 3rd, 6th and 9th. Inter-Carrier Billing & telecom signaling.

Speaker in Technology Track at many industry conferences for new technologies.

Previous Initiatives

- **1983 - Launch IXC** Technical operations from resale \$25/mo to facility base \$16 Mill/Mo.
- **1986 - Launch CO Base** –Voicemail Services with use base billing, auto attendant and messaging. Increasing network traffic by 7%, revenue by 10% and Margin by 20%.
- **1987 - Launch National & Integrated** Directory Assistance w/Call Completion and “0” Operator Workstation – increasing traffic by 11%, margin by 200% and revenue by 50%.
- **1992 - Launch Cellular DACC call center** – garnering 80% of all cellular DA calls by 1995.
- **1993 - 1st facility base triple play carrier** - Launch Telephone & Internet Operations for CATV company.
- **1992-1996** Cellular One and Bell Atlantic Mobile V/HLRs for Roaming and Number Portability.
- **1995 - Launch telco triple play carrier** – Facility base to Multi-Dwelling Units.
- **1994 - 1997 World Zone 1 Numbering Expert** - Launch FCC Committee for Future - Replace Numbering Plan Administrator, Create industry and regulator guiding committees – Member of all 8 regional number portability committees. LNP Patents and Prototype DBs.
- **1996 – Launch CLEC Switching** – 14 CLASS5/4, translation, addressing, signaling.
- **1998 – Launch Triple Play** – All Facility Base for CATV company in 5 Tier One Cities.
- **1999 – Launch International VoIP Carrier** – 21 Countries, switching, billing and signaling.
- **2000 - R&D and ITU Member-** Fiber optic ROADM and PON fiber optic multiplexers.
- **2005 - IPTV platform improvements** – Grand Master Clock and V-Factor Measurement, MPEG-4 transcoding, fiber optic transition from satellite, middleware, encryption, black-out.
- **2006 – IPTV Engineering** – to 29 Independent Telcos End-to-End, encryption, VoD, Content, Middleware, STB, Fiber and Satellite Head-end.
- **2008 – Verizon FiOS** Integration Engineering of Core Video Upgrades to IPTV, Encryption.
- **Present** – Consulting CTO for Fiber Optics Manufacturing, Consulting VP Engineering for three CLECs and two Rural Telco in M&A of competitors to form Switching, Video, Internet and Fiber Transmission owned operations. Consulting to Comcast on Consumer Electronic Devices for Video

Relevant Experience

- **Identify** - Validate technology claims, determine adoption viability, forecast designs.
- **Create** - Engage vendors, management, board, business line managers.
- **Produce** - Lead development, report results, operate in budget, develop in-service plan.
- **Support** - Invited engineer to industry standards groups, frequently speak at industry trade groups and internal company meetings.

Summary of Work History –

At telco deregulation, began as the director of engineering and operations, oversight of 435 people, with an appropriate opex/capex budget, reporting directly to the president. The Company grew from startup @ \$25 3rd month billing to \$16 Million/month in 3.5 years. As company prepared for sale, we transitioned from development to monetizing adjunct network technology development for high profit services increasing billing traffic along with operating margins. The work led to invited engineer function to BELLCORE in industry standards committees. The worked transitioned into consulting engineering for national signaling database and applications development for number portability, inter-carrier operations standards, regulatory guidance and carrier convergence.

The past 10 years has been focused on the:

- (A/B/D&E) PON ITU, patents; RfOG PON from HFC;
- Middleware, CAS/DRM, VOD and IPG for DOCSIS 2 then 3, IPTV and Interactive TV (JAVA);
- IP Transport improvements with Digital Timing Interface - Precision Timing Protocol – NTPv4
- MPEG-4 trans-coding and DVB-S.2 modulation deployments
- VoIP MGCP and SIP development
- Operational Support System integration of triple-play focusing on TMN layer 1-4, including leading Telstra's detail and successful integration of ILEC, CATV, Cellular, Broadband, Satellite facility base operations incorporating fiber PON, Wi-Fi, Wi-Max, VoIP, IPTV and InterActive TV.
- Tier one Provider upgrade and design change roll-out of Video on PON.

Positions Chronologically

President – Telco Planning – VP Eng and Ops or CTO at five clients (Initiative leadership contracts)

Principal Senior Systems Engineer – SES Americom

Senior Software Engineer & Principle Member Engineer – NEC Fiber Optic Research & Development

Vice President Network Development – Novus & Amiga Telephony (clients of Telco Planning)

Senior Switching Systems Engineer – GST Telecom (was client of Telco Planning)

Manager LEC Relations – OAN Services

Director Network Development – Call America

Director Engineering and Operations - Marsch Communications Management for TMC

ACCOMPLISHMENTS

- **Industry Standards** at ECSA/ATIS fourteen year participant in T.1 committees Ordering and Billing forum (OBF), the Inter-exchange Carrier Compatibility Forum (ICCF), the Industry Numbering Committee (INC) and the Information Industry Liaison Committee (IILC). Committee member in Contract, OSS and Technical committees in all eight regions of Local Number Portability. Internet Engineering Task Force, IEEE, ATM Forum and ITU.
- **Patents Obtained:** Designed and obtained 3 patents for PSTN circuit (the call-processing method) and billing of NPA-555-XXXX line numbers across multiple networks currently the method used in North America. Member in teams submitting patents for PON ITU 983.x and 984.x; Precise Timing for Carrier Networks in Ethernet Transport; Fiber Optic Modulation.
- **Expert Witness** for Bill Message Processing practices, CCS & SS7 & IS49/54 TCAP and AIN patents of Telephone companies in US District Courts.
- **Speaker at numerous conferences** including National Telephone Cooperative Association (NTCA), National Association of Broadcasters (NAB), TELESTRATEGIES, Alternative Access Providers (ALTS) and COMPTEL.
- **Industry Task Force** on Telecommunications for State of **Oregon**, State of **Washington**, **FCC task force** on World Numbering Plan for Telecommunications Services. - not currently
- **Mozilla Project** participant for 12 years.- not currently
- **The Linux Foundation** - Carrier Grade LINUX Committee
- **DVB.org member** - not currently
- **Telcordia CTO Council** - not currently
- **IEEE** – Communications, Broadcast and Computer Societies.

Exhibit D

Financial Capability

Sentinel Consulting, LLC
9737 NW 41 St., # 357
Miami, Florida 33178

Aug 11, 2014

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

RE: **Integrated Path Communications, LLC**
CONFIDENTIAL TREATMENT REQUESTED

To Whom It May Concern:

Enclosed please find a manila envelope marked "CONFIDENTIAL" containing one original copy of Integrated Path Communications, LLC's Balance Sheet including 2011, 2012 & 2013 and one original copy of the Profit & Loss Statement for 2011, 2012 & 2013 which are being filed in conjunction with Integrated Path Communications, LLC's Application for Authority to Provide Competitive Local Exchange Service Within the State of Florida.

The Applicant hereby requests confidential treatment for its financial information.

I have enclosed one original copy of each in the manila envelope. There are two edited copies of each where the information claimed as confidential is redacted out, in the application section marked "Exhibit D – Financial Information".

Please acknowledge receipt of this filing by returning via email to bshepard@ipc-llc.com and filings@sentinelcc.com or via fax (206-666-5848), the file-stamped extra copy of this cover letter. Also please send the original file-stamped copy in the self addressed stamped envelope provided for that purpose.

Questions regarding this filing may be directed to Matthew Schulman at 786-229-2222 or emailed to filings@sentinelcc.com

Sincerely,



Matthew Schulman
Regulatory Consultant for Integrated Path Communications, LLC

Tel: 786-229-2222 Fax: 206-666-5848
Email: filings@sentinelcc.com

Integrated Path Communications, LLC
Profit & Loss
January 2011 through December 2013

Ordinary Income/Expense	REDACTED - CONFIDENTIAL
Income	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Sales	REDACTED - CONFIDENTIAL
Total Income	REDACTED - CONFIDENTIAL
Cost of Goods Sold	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Sales Commission	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Wholesale Termination	REDACTED - CONFIDENTIAL
Total COGS	REDACTED - CONFIDENTIAL
Gross Profit	REDACTED - CONFIDENTIAL
Expense	REDACTED - CONFIDENTIAL
Accounting/Bookkeeping Fees	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Bank Service Charges	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Total Bank Service Charges	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Cleaning-Office	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Federal/State Fees	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Total Federal/State Fees	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Insurance Expense	REDACTED - CONFIDENTIAL
Health Insurance	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Total Insurance Expense	REDACTED - CONFIDENTIAL
Interest Expense	REDACTED - CONFIDENTIAL
Light Fixtures	REDACTED - CONFIDENTIAL
Local Transportation	REDACTED - CONFIDENTIAL
Lodging	REDACTED - CONFIDENTIAL
Meals and Entertainment	REDACTED - CONFIDENTIAL
Miscellaneous Expense	REDACTED - CONFIDENTIAL
Office Expense	REDACTED - CONFIDENTIAL

Integrated Path Communications, LLC
Balance Sheet Prev Year Comparison
 As of December 31, 2012

	<u>Dec 31, 12</u>	<u>Dec 31, 11</u>	<u>\$ Change</u>
ASSETS			
Current Assets			
Checking/Savings			
WAMU IPC, LLC	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Total Checking/Savings	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Accounts Receivable			
Accounts Receivable	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Total Accounts Receivable	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Total Current Assets	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Fixed Assets			
REDACTED- CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED- CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED- CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Total Fixed Assets	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
TOTAL ASSETS			
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
Accounts Payable	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Total Accounts Payable	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Other Current Liabilities			
REDACTED-CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED-CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Total Other Current Liabilities	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Total Current Liabilities	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Total Liabilities	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Equity			
REDACTED-CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED-CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED-CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Net Income	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Total Equity	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
TOTAL LIABILITIES & EQUITY	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL

6:29 PM

05/01/14

REDACTED-CONFIDENTIAL

Integrated Path Communications, LLC
Balance Sheet Prev Year Comparison
 As of December 31, 2013

	<u>Dec 31, 13</u>	<u>Dec 31, 12</u>	<u>\$ Change</u>
ASSETS			
Current Assets			
Checking/Savings			
WAMU IPC, LLC	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Total Checking/Savings	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Accounts Receivable			
Accounts Receivable	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Total Accounts Receivable	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Total Current Assets	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Fixed Assets			
REDACTED- CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED- CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED- CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Total Fixed Assets	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
TOTAL ASSETS	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
Accounts Payable	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Total Accounts Payable	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Other Current Liabilities			
REDACTED-CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED-CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Total Other Current Liabilities	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Total Current Liabilities	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Total Liabilities	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Equity			
REDACTED-CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED-CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED-CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED-CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Net Income	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Total Equity	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
TOTAL LIABILITIES & EQUITY	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL

Integrated Path Communications, LLC
Profit & Loss
 January 2011 through December 2013

Ordinary Income/Expense	REDACTED - CONFIDENTIAL
Income	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Sales	REDACTED - CONFIDENTIAL
Total Income	REDACTED - CONFIDENTIAL
Cost of Goods Sold	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Sales Commission	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Wholesale Termination	REDACTED - CONFIDENTIAL
Total COGS	REDACTED - CONFIDENTIAL
Gross Profit	REDACTED - CONFIDENTIAL
Expense	REDACTED - CONFIDENTIAL
Accounting/Bookkeeping Fees	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Bank Service Charges	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Total Bank Service Charges	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Cleaning-Office	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Federal/State Fees	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Total Federal/State Fees	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Insurance Expense	REDACTED - CONFIDENTIAL
Health Insurance	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Total Insurance Expense	REDACTED - CONFIDENTIAL
Interest Expense	REDACTED - CONFIDENTIAL
Light Fixtures	REDACTED - CONFIDENTIAL
Local Transportation	REDACTED - CONFIDENTIAL
Lodging	REDACTED - CONFIDENTIAL
Meals and Entertainment	REDACTED - CONFIDENTIAL
Miscellaneous Expense	REDACTED - CONFIDENTIAL
Office Expense	REDACTED - CONFIDENTIAL

Integrated Path Communications, LLC

Profit & Loss

January 2011 through December 2013

Office Furniture	REDACTED - CONFIDENTIAL
Postage and Delivery	REDACTED - CONFIDENTIAL
Printing and Reproduction	REDACTED - CONFIDENTIAL
Professional Fees	REDACTED - CONFIDENTIAL
Legal Fees	REDACTED - CONFIDENTIAL
Total Professional Fees	REDACTED - CONFIDENTIAL
Rent-Office	REDACTED - CONFIDENTIAL
Repairs and Maintenance	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Total Repairs and Maintenance	REDACTED - CONFIDENTIAL
Shipping and Handling	REDACTED - CONFIDENTIAL
Supplies	REDACTED - CONFIDENTIAL
Computer	REDACTED - CONFIDENTIAL
Office	REDACTED - CONFIDENTIAL
Total Supplies	REDACTED - CONFIDENTIAL
Taxes	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Total Taxes	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Telecommunications Equipment	REDACTED - CONFIDENTIAL
Telephone Expense	REDACTED - CONFIDENTIAL
Internet/Telephone	REDACTED - CONFIDENTIAL
REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Wireless	REDACTED - CONFIDENTIAL
Telephone Expense - Other	REDACTED - CONFIDENTIAL
Total Telephone Expense	REDACTED - CONFIDENTIAL
Travel /Lodging	REDACTED - CONFIDENTIAL
Uniforms	REDACTED - CONFIDENTIAL
Utilities	REDACTED - CONFIDENTIAL
Electricity	REDACTED - CONFIDENTIAL
Total Utilities	REDACTED - CONFIDENTIAL
Total Expense	REDACTED - CONFIDENTIAL
Net Ordinary Income	REDACTED - CONFIDENTIAL
Net Income	REDACTED - CONFIDENTIAL

6:29 PM

05/01/14

REDACTED-CONFIDENTIAL

Integrated Path Communications, LLC
Balance Sheet Prev Year Comparison
As of December 31, 2013

	<u>Dec 31, 13</u>	<u>Dec 31, 12</u>	<u>\$ Change</u>
ASSETS			
Current Assets			
Checking/Savings WAMU IPC, LLC	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Total Checking/Savings	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Accounts Receivable Accounts Receivable	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Total Accounts Receivable	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Total Current Assets	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Fixed Assets			
REDACTED- CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED- CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED- CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Total Fixed Assets	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
TOTAL ASSETS			
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable Accounts Payable	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Total Accounts Payable	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Other Current Liabilities REDACTED-CONFIDENTIAL REDACTED-CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Total Other Current Liabilities	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Total Current Liabilities	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Total Liabilities	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Equity			
REDACTED-CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED-CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED-CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
REDACTED-CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Net Income	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
Total Equity	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL
TOTAL LIABILITIES & EQUITY	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL	REDACTED - CONFIDENTIAL

Exhibit E

**FLORIDA TELECOMMUNICATIONS
ACCESS TARIFF**

TITLE PAGE
ACCESS SERVICES PRICE LIST
OF
INTEGRATED PATH COMMUNICATIONS, LLC

This price list contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Integrated Path Communications, LLC. This price list is on file with the Florida Public Service Commission (FPSC). Copies may be inspected during normal business hours at the Company's principal place of business at 9030 State Route 22 Suite 3 Hillsdale, NY 12521.

Issued: August 1st, 2014

Effective:

Brian Shepard, President
9030 State Route 22 Suite 3
Hillsdale, New York 12521

IPC-FL-A-14-08

CHECK SHEET

Sheets of this price list are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original price list and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION
1	Original	31	Original	56	Original
2	Original	32	Original	57	Original
3	Original	33	Original	58	Original
4	Original	34	Original	59	Original
5	Original	35	Original	60	Original
6	Original	36	Original	61	Original
7	Original	37	Original	62	Original
8	Original	38	Original	63	Original
9	Original	39	Original	64	Original
10	Original	39.1	Original	65	Original
11	Original	39.2	Original	66	Original
12	Original	39.3	Original	67	Original
13	Original	39.4	Original	68	Original
14	Original	39.5	Original	69	Original
15	Original	40	Original	70	Original
16	Original	41	Original	71	Original
17	Original	42	Original	72	Original
18	Original	43	Original	73	Original
19	Original	44	Original	74	Original
20	Original	45	Original		
21	Original	46	Original		
22	Original	47	Original		
23	Original	48	Original		
24	Original	49	Original		
25	Original	50	Original		
26	Original	51	Original		
27	Original	52	Original		
28	Original	53	Original		
29	Original	54	Original		
30	Original	55	Original		

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IPC-FL-A-14-08

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SYMBOLS

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

D - Delete or discontinue.

I - Change resulting in an increase to a customer's bill.

M - Moved from another price list location.

N - New.

R - Change resulting in a reduction to a customer's bill.

T - Change in text or regulation but no change in rate or charge.

Issued: August 1st, 2014

Brian Shepard, President
9030 State Route 22 Suite 3
Hillsdale, New York 12521

Effective:

IPC-FL-A-14-08

PRICE LIST FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in its price list approval process, the most current sheet number on file with the FPSC is not always the price list page in effect. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:

- 2.
- 2.1
- 2.1.1
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets - When a price list filing is made with the FPSC, an updated Check Sheet accompanies the price list filing. The Check Sheet lists the sheets contained in the price list, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The price list user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the FPSC.

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this price list for the Access Services of this Company are defined below.

Access Code: A uniform seven digit code assigned by the Company to an individual Customer. The seven digit code has the form 950-XXXX or 101XXXX.

Access Service: Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

Co-Carrier: Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

Common Channel Signaling (CCS): A high-speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

SECTION 1 - DEFINITIONS, (CONT'D)

Company: Integrated Path Communications, LLC

Customer(s): The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this tariff, including but not limited to Interexchange Carriers (ICs), End Users and other telecommunications carriers or providers originating or terminating toll VoIP-PSTN traffic.

800 Data Base Access Service: The term "800 Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used. The term 8XX is used interchangeably with 800 Data Base Service throughout this Price List to describe this service.

End User: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

Entrance Facility: A trunk facility connecting the Customer's point of presence with the local switching center.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

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IPC-FL-A-14-08

SECTION 1 - DEFINITIONS, (CONT'D)

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Line Information Data Base (LIDB): The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Access: The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center: The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff/price list.

Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's Network.

SECTION 1 - DEFINITIONS, (CONT'D)

Mutual Traffic Exchange: A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

Network Services: The Company's telecommunications Access Services offered on the Company's Network.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook: The active condition of Switched Access or a telephone exchange service line.

On-Hook: The idle condition of switched access or a telephone exchange service line.

Out of Band Signaling: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

SECTION 1 - DEFINITIONS, (CONT'D)

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Service Order: The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this price list.

Service(s): The Company's telecommunications Access Services offered on the Company's Network.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this price list.

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

Toll VoIP-PSTN Traffic: The term Toll VoIP-PSTN Traffic denotes a Customer's interexchange voice traffic exchanged with the Telephone Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. Toll VoIP-PSTN Traffic originates and /or terminates in IP format when it originates from and/or terminates to an end user Customer of a service that requires IP-compatible Customer premises equipment.

Wireless Provider: Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of Company****2.1.1 Scope**

The Company's services offered pursuant to this Price List are furnished for Switched Access Service. The Company may offer these services over its own or leased facilities.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Price List. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service agreement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- B. The furnishing of service under this price list is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the company may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of the Company.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.1 Undertaking of Company, (cont'd)

2.1.2 Shortage of Equipment or Facilities, (cont'd)

- C. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

2.1.3 Terms and Conditions

- A. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this price list, a month is considered to have 30 days.
- B. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.C below.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.1 Undertaking of Company, (cont'd)****2.1.3 Terms and Conditions, (cont'd)**

- C. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

2.1.4 Liability of the Company

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.1 Undertaking of Company, (cont'd)****2.1.4 Liability of the Company, (cont'd)**

- B. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this price list. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering, installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this price list, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.

- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.1 Undertaking of Company, (cont'd)****2.1.4 Liability of the Company, (cont'd)**

- D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.
- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.1 Undertaking of Company, (cont'd)

2.1.4 Liability of the Company, (cont'd)

- G. The Company shall not be liable for any defacement of or damage to Customers 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 the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.

- H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this price list, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this price list.

- I. The Company shall be indemnified and held harmless by the Carrier Customer against any claim, loss or damage arising from the Carrier Customer's use of services offered under this price list including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the Carrier Customer's own communications; patent infringement claims arising

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.1 Undertaking of Company, (cont'd)

2.1.4 Liability of the Company, (cont'd)

I. (cont'd.)

from the Carrier Customer's combining or connecting the service offered by the Company with facilities or equipment furnished by the Carrier Customer of another Interexchange Carrier; or all other claims arising out of any act or omission of the Carrier Customer in connection with any service provided pursuant to this price list.

J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

K. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.

L. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.1 Undertaking of Company, (cont'd)****2.1.4 Liability of the Company, (cont'd)**

- M. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.1 Undertaking of Company, (cont'd)****2.1.5 Notification of Service-Affecting Activities**

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

2.1.6 Provisions of Equipment and Facilities

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

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.1 Undertaking of Company, (cont'd)

2.1.6 Provisions of Equipment and Facilities, (cont'd)

- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.1 Undertaking of Company, (cont'd)

2.1.6 Provisions of Equipment and Facilities, (cont'd)

- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this price list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price list and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
 - 1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
 - 2. the reception of signals by Customer-provided equipment; or
 - 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

- G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

- H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.1 Undertaking of Company, (cont'd)****2.1.7 Non-routine Installation**

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

2.1.8 Special Construction

Subject to the arrangement of the 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 and characterized by one or more of the following:

- 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 the Company would normally utilize in the furnishing of its services;
- C. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. where facilities are requested in a quantity greater than that which the Company would normally construct;
- E. where installation is on an expedited basis;

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.1 Undertaking of Company, (cont'd)****2.1.8 Special Construction, (cont'd)**

- F. on a temporary basis until permanent facilities are available;
- G. installation involving abnormal costs; or
- H. in advance of its normal construction schedules.

Special construction charges for Switched Access Service will be determined on an individual use basis.

2.1.9 Ownership of Facilities

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

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.3 Obligations of the Customer**

2.3.1 The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this price list;
- B. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.3 Obligations of the Customer, (cont'd)**

2.3.1 The Customer shall be responsible for, (cont'd):

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.3 Obligations of the Customer, (cont'd)****2.3.2 Claims**

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

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;
- B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.3 Obligations of the Customer, (cont'd)****2.3.3 Jurisdictional Report Requirements****A. Jurisdictional Reports****1. Percent Interstate Usage (PIU)**

(a) Pursuant to Federal Communications Commission Order FCC 85-145 adopted April 16, 1985, interstate usage is to be developed as though every call that enters a customer network at a point within the same state as that in which the called station (as designated by the called station number) is situated is an intrastate communication and every call for which the point of entry is in a state other than that where the called station (as designated by the called number) is situated is an interstate communication.

(b) When a customer initially orders Switched Access service, the customer shall state in its order the Percentage Interstate Usage (PIU) on a statewide, LATA or billing account number level (at the option of the customer) on a local exchange company specific basis, separately for each of the following:

FGA
FGB
FGD
500
700 Service Access
8XX Toll Free
900
Entrance Facilities
Dedicated Interoffice Channel
Channelization Equipment

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.3 Obligations of the Customer, (cont'd)****2.3.3 Jurisdictional Report Requirements (cont'd)****A. Jurisdictional Reports, (cont'd)****1. Percent Interstate Usage (PIU), (cont'd)****(b) (cont'd)**

For FGA, FGB, FGD, 500, 700, 8XX Toll Free, and 900, this PIU will be applicable to all flat and minute of use based rate elements, as applicable. In the event the customer does not supply the projected PIU and the Telephone Company does not have sufficient call detail to determine the jurisdiction of the call, then a PIU of 50 percent will be applied.

The PIU factor provided for flat-rated services shall reflect the combination of all traffic types which transverse such facility category.

Additionally, upon employing the 700 Access Code over FGD, the customer must provide the Telephone Company the PIU for the 700 calls. A PIU of less than 100 percent is not allowed in those LATAs where the service is not also available as an intrastate access service.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.3 Obligations of the Customer, (cont'd)

2.3.3 Jurisdictional Report Requirements (cont'd)

A. Jurisdictional Reports, (cont'd)

1. Percent Interstate Usage (PIU), (cont'd)

(b) (cont'd)

Each quarter the customer shall furnish to the Telephone Company a report of the PIU on a statewide, LATA or billing account number level (at the option of the customer) on a local exchange company specific basis, separately for each of the following:

- FGA
- FGB
- FGD Terminating
- 500
- 700 Service Access
- 8XX Toll Free
- 900
- Entrance Facilities
- Dedicated Interoffice Channel
- Channelization Equipment

The customer shall compute the PIU using the following formula (rounded to a whole percentage).

Total Interstate Originating Minutes	+	Total Interstate Terminating Minutes	

Total	+	Total	
Originating Minutes		Terminating Minutes	

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.3 Obligations of the Customer, (cont'd)****2.3.3 Jurisdictional Report Requirements (cont'd)****A. Jurisdictional Reports, (cont'd)****1. Percent Interstate Usage (PIU), (cont'd)**

(c) When the customer computes the PIU it shall subtract the developed percentage from 100 and the difference is the percent intrastate usage. The sum of the interstate and intrastate percentages shall equal 100 percent.

2. For multiline hunt group or trunk group arrangements where either the interstate or the intrastate charges are based on measured usage, the interstate FGA and/or FGB information reported as set forth in 1 preceding will be used to determine the charges as follows:

(a) For all groups, the number of access minutes (either the measured minutes or the assumed minutes) for a group will be multiplied by the projected interstate percentage to develop the interstate access minutes. The number of access minutes for the group minus the projected interstate access minutes for the group will be the developed intrastate access minutes.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.3 Obligations of the Customer, (cont'd)****2.3.3 Jurisdictional Report Requirements (cont'd)****A. Jurisdictional Reports, (cont'd)**

3. When a customer initially orders FGD, the customer shall state in its order the Percentage Interstate Usage (PIU). When a customer orders FGD, 500, 8XX Toll Free or 900, the Telephone Company, where the jurisdiction can be determined from the call detail, will determine the interstate percentage as follows. For originating access minutes, the interstate percentage will be developed on a monthly basis by end office when the FGD, 500, 8XX Toll Free or 900 access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. When originating call details are insufficient to determine the jurisdiction for the call, the customer shall supply the projected interstate percentage or authorize the Telephone Company to use the Telephone Company developed percentage. In the event the customer does not supply the projected PIU and the Telephone Company does not have the sufficient call detail to develop a PIU, than a PIU of 50 percent shall be used by the Telephone Company as the interstate percentage for such call detail.

As indicated herein, the customer must supply the interstate PIU on a statewide, LATA or billing account number level for terminating FGD service. The PIU supplied shall be on a local exchange company specific basis. All customers must supply the interstate PIU for terminating FGD service following the criteria set forth in this tariff. The Telephone Company will designate the number obtained by subtracting the interstate percentage for originating and terminating access minutes calculated by the Telephone Company from 100 (100 - Telephone Company calculated projected interstate percentage - intrastate percentage) as the projected intrastate percentage of use. A PIU of less than 100 percent is not allowed in those LATAs where the interstate service is not also available in the appropriate intrastate access Price List.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.3 Obligations of the Customer, (cont'd)****2.3.3 Jurisdictional Report Requirements (cont'd)****A. Jurisdictional Reports, (cont'd)**

4. For usage originating from or terminating to an end office that is located in a state that is part of a LATA of a different state (cross boundary), the customer shall provide a statewide PIU per service type for the state where the end office is physically located. The Telephone Company will apply this state level PIU when the call detail is insufficient to determine the appropriate jurisdiction of the call. In the event the customer does not supply the projected state level PIU and the Telephone Company does not have the sufficient call detail to develop a PIU, than a PIU of 50 percent shall be used by the Telephone Company as the interstate percentage for such call detail.
5. For Billing Name and Address for ANI service, the customer shall state in its initial order the projected PIU factor. PIU information shall also be furnished quarterly to the Telephone Company thereafter. The Billing Name and Address for ANI PIU factor shall be reported as required herein.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.3 Obligations of the Customer, (cont'd)****2.3.3 Jurisdictional Report Requirements (cont'd)****A. Jurisdictional Reports, (cont'd)**

6. Effective on the Original of January, April, July and October of each year the customer shall update the interstate and intrastate jurisdictional report, except where Telephone Company Measured Access minutes are used as set forth in 3. preceding. The customer shall forward to the Telephone Company, to be received no later than 30 days after the Original of each such month, a revised report or letter for all services showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use. The revised report or letter will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the customer does not supply an updated quarterly report or letter, the Telephone Company will assume percentages to be the same as those provided in the last quarterly report or letter accepted by the Telephone Company. If an audit has been completed and an updated quarterly report or letter has not been submitted subsequent to the audit, the Telephone Company will assume the PIU factors to be the most recent audited results. For those cases in which a quarterly report or letter has never been received from the customer, the Telephone Company will assume the PIU factors to be the most recent audit results, to be the same as provided in the order for service if no audit has been performed, or 50 percent.

7. **The customer may also report Percent Intrastate InterLATA (PIL) and Percent Common Line (PCL) factors.** In the event the customer does not supply the projected PIL, and the Telephone Company does not have sufficient call detail to determine the jurisdiction of the call, then a PIL of 75 percent will be applied. In the event the customer does not supply the projected PCL, then a PCL of 100 percent will be applied.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.3 Obligations of the Customer, (cont'd)****2.3.3 Jurisdictional Report Requirements (cont'd)****B. Jurisdictional Report Verification**

1. When a customer provides a projected interstate usage percent as set forth preceding, or when a billing dispute arises or a regulatory commission questions the projected interstate percentage for Access, the Telephone Company may, by written request, require the customer to provide the data the customer used to determine the projected interstate percentage. This written request will be considered the initiation of the audit. The customer shall supply the data to an independent auditor or the Telephone Company within 30 days of the Telephone Company request. The customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained as set forth following and upon request of the Telephone Company make the records available for inspections at an agreed upon location during normal business hours as reasonably necessary for purposes of verification of the percentages. The Telephone Company will audit data from one quarter unless a longer period is requested by the customer and agreed to by the Telephone Company.

Changes to the reported PIU will not be made for the test period. If the customer does not provide the requested data to the Telephone Company or independent auditor within thirty (30) days of the notice of audit, the customer will be in violation of this Price List and subject to the remedies described herein.

2. Verification audits may be conducted no more frequently than once per year except in extreme circumstances. The Telephone Company and customer will attempt to limit the audit to a reasonable time to effectively complete the audit. The Telephone Company and customer shall respond promptly to requests generated during the audit to ensure timely completion of the audit.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.3 Obligations of the Customer, (cont'd)****2.3.3 Jurisdictional Report Requirements (cont'd)****B. Jurisdictional Report Verification, (cont'd)**

3. Audits may be conducted by: (a) an independent auditor under contract to the Telephone Company; (b) a mutually agreed upon independent auditor; or (c) an independent auditor selected and paid for by the customer. If the customer selects option (c), where it pays for its own independent audit, the selected auditor must certify that the audit was performed following F.C.C. procedures for measuring interstate traffic as established by Commission Order, and provide to the Telephone Company a report with supporting documentation to verify such procedures.

4. If a billing dispute arises or a regulatory commission questions the projected interstate percentage, the Telephone Company will ask the customer to provide the data the customer used to determine the projected interstate percentage. The customer shall supply the data within 30 days of the Telephone Company request. The customer shall keep records from which the percentage was determined and upon request of the Telephone Company make the records available for inspection as reasonably necessary for purposes of verification of the percentages.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.3 Obligations of the Customer, (cont'd)

2.3.3 Jurisdictional Report Requirements (cont'd)

C. Maintenance of PIU Records

1. The customer shall retain for a minimum of six (6) months call detail records that substantiate the interstate percent provided to the Telephone Company as set forth preceding. Such records shall consist of (a) and (b), if applicable, following:
 - (a) All call detail records such as workpapers and/or backup documentation including paper, magnetic tapes or any other form of records for billed customer traffic, call information including call terminating address (i.e., called number), the call duration, all originating and terminating trunk groups or access lines over which the call is routed, and the point at which the call enters the customer's network and;\
 - (b) If the customer has a mechanized system in place that calculated the PIU, then a description of that system and the methodology used to calculate the PIU must be furnished and any other pertinent information (such as but not limited to flowcharts, source code, etc.) relating to such system must also be made available.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.3 Obligations of the Customer, (cont'd)****2.3.3 Jurisdictional Report Requirements (cont'd)****D. PIU Audit Results**

1. Audit results will be furnished to the customer via Certified U.S. Mail (return receipt requested). The Telephone Company will adjust the customer's PIU based upon the audit results. The PIU resulting from the audit shall be applied to the usage for the quarter the audit is completed, the usage for the quarter prior to completion of the audit, and the usage for the two (2) quarters following the completion of the audit. After that time, the customer may report a revised PIU pursuant to A. preceding. If the revised PIU submitted by the customer represents a deviation of 5 percentage points or more, from the audited PIU, and that deviation is not due to identifiable reasons, the provisions in B. preceding may be applied.
2. Both credit and debit adjustments will be made to the customer's interstate access charges for the specified period to accurately reflect the interstate usage for the customer's account consistent with the provisions set forth herein.
3. If, as a result of an audit conducted by an independent auditor, a customer is found to have over-stated the PIU by 20 percentage points or more, the Telephone Company shall require reimbursement from the Customer for the cost of the audit. Such bill (s) shall be due and paid in immediately available funds 30 days from receipt and shall carry a late payment penalty as set forth herein if not paid within the 30 days.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.3 Obligations of the Customer, (cont'd)****2.3.3 Jurisdictional Report Requirements (cont'd)****E. Contested Audits**

1. When a PIU audit is conducted by an independent auditor selected by the Telephone Company, the audit results will be furnished to the customer by Certified U.S. Mail (return receipt requested). The customer may contest the audit results based on substantive cause by providing written notification, by Certified U.S. Mail (return receipt requested), to the Telephone Company within thirty (30) calendar days from the date the audit report is furnished to the customer. When a PIU audit is conducted by an independent auditor selected by the customer, the audit results will be furnished to the Telephone Company by Certified U.S. Mail (return receipt requested). The Telephone Company may contest the audit results by providing written notification, by Certified U.S. Mail (return receipt requested), to the customer within thirty (30) calendar days from the date the audit report is furnished to the Telephone Company.
2. Contested audits may be resolved by a neutral arbitrator mutually agreed upon by the Telephone Company and the customer. Arbitration is an option provided in addition to the customer's existing right to file a complaint or legal action in a court of law or at the FCC for resolution of the dispute. The arbitration hearing will be conducted in a state or location within the Telephone Company operating territory where the customer maintains a principle or significant presence or a state and location within the Telephone Company operating territory that is mutually agreed upon by both parties. The arbitration proceeding shall be governed by the law (both statutory and case) of the state in which the arbitration hearing is held, including, but not limited to, the Uniform Arbitration Act, as adopted in that state. The arbitrator shall determine the customer's PIU based on A. preceding.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.3 Obligations of the Customer, (cont'd)****2.3.3 Jurisdictional Report Requirements (cont'd)****E. Contested Audits, (cont'd)**

3. Prior to the arbitration hearing, each party shall notify the arbitrator of the PIU percentage which that party believes to be correct. The arbitrator, in deciding, may adopt the PIU percentage of either party or may adopt a PIU percentage different from those proposed by the parties. If the arbitrator adopts a PIU percentage proposed by one of the parties, the other party (whose PIU percentage was not adopted) shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage higher than either of the PIU percentages proposed by the parties, then the party proposing the lower PIU percentage shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage lower than either of the PIU percentages proposed by the parties, then the party proposing the higher PIU percentage shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage which falls between the two percentages adopted by the parties, then the parties shall each pay one-half of the arbitration costs.
4. Absent written notification, within the time frame noted above, the customer must comply with the provisions set forth herein. If the customer fails to comply with these provisions, the Telephone Company may refuse additional applications for service and/or refuse to complete any and all pending orders for service or may discontinue the provision of the services to the customer as specified herein.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.3 Obligations of the Customer, (cont'd)****2.3.4 Identification and Rating of VoIP-PSTN Traffic****A. Scope**

1. VoIP-PSTN traffic is defined as traffic exchanged over the public switched telephone network ("PSTN") facilities that originate from a customer's end user and/or is terminated by the Telephone Company in Internet protocol ("IP") format. This section governs the identification of toll VoIP-PSTN ("toll VoIP") traffic that in the absence of an interconnection agreement will be subject to interstate switched access rates in accordance with the Federal Communications Commission Report and Order in WC Docket Nos. 10-90, etc., FCC No. 11-161 released (Nov. 18, 2011) ("FCC Order") as it may hereinafter be amended or clarified. Specifically, this section establishes the method of distinguishing toll VoIP traffic from the customer's total intrastate access traffic, so that toll VoIP traffic will be billed in accordance with the FCC Order. Nothing in this section will supersede any current interconnection agreement governing the identification and rating of VoIP-PSTN traffic.
2. This section will be applied to the billing of switched access charges to a customer that is a local exchange carrier only to the extent that the customer has also implemented billing of interstate access charges for VoIP-PSTN Traffic in accordance with the FCC Order.

B. Rating of toll VoIP-PSTN traffic

The Telephone Company will bill toll VoIP-PSTN traffic which it identifies in accordance with this tariff section at rates equal to the Telephone Company's applicable tariffed interstate switched access rates.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.3 Obligations of the Customer, (cont'd)****2.3.4 Identification and Rating of VoIP-PSTN Traffic, (cont'd)****C. Calculation and Application of Percent-VoIP-Usage Factor**

The FCC released their Original Order of Reconsideration in WC Docket No. 10-90, etc., FCC Release No. 12-47(April 25, 2012) which affected the compensation of originating VoIP-PSTN Traffic.

Upon receipt, validation and acceptance of the Percent VoIP Usage factor, originating switched access for VoIP-PSTN Traffic will be compensated as follows:

- Between the Initial Implementation date described in D. and July 12, 2012, the applicable rate elements used in providing originating access for VoIP PSTN Traffic and associated facilities will be billed according to interstate access rates.
- Effective July 13, 2012 the applicable rate elements used in providing originating access for intrastate VoIP PSTN Traffic and associated facilities will be billed according to intrastate access rates.
- Effective July 1, 2014 the applicable rate elements used in providing originating access for intrastate VoIP PSTN Traffic and associated facilities will be billed according to interstate access rates.
- After the Initial Implementation date described in 2.3.4.D., terminating switched access for VoIP-PSTN Traffic and associated facilities will be billed according to interstate access rates.

Issued: August 1st, 2014

Effective:

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IPC-FL-A-14-08

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.3 Obligations of the Customer, (cont'd)****2.3.4 Identification and Rating of VoIP-PSTN Traffic, (cont'd)****C. Calculation and Application of Percent-VoIP-Usage Factor, (cont'd)**

The Telephone Company will determine the number of toll VoIP traffic minutes of use ("MOU") to which it will apply its interstate rates under subsection B., above, by applying a Percent VoIP Usage ("PVU") factor to the total intrastate terminating access MOU exchanged between a customer and the Telephone Company. The PVU will be derived and applied as follows:

1. The customer will calculate and furnish to the Telephone Company a factor ("PVU-C"), along with supporting documentation, representing a whole number percentage based on total intrastate traffic originated by the customer's end user in IP format and delivered to the Telephone Company in the State divided by the customer's total intrastate access MOU terminated by the customer to the Telephone Company in the State.
2. The Telephone Company will, likewise, calculate a factor ("PVU-T"), representing the whole number percentage of the customer's total terminating intrastate access MOU that the customer exchanges with the Telephone Company in the State that is sent to the Telephone Company and terminated in IP format.
3. The PVU-C and supporting documentation shall be based on information that is verifiable by the Telephone Company including but not limited to the number of the customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477, including all VoIP subscriptions regardless of technology), traffic studies, actual call detail, or other relevant and verifiable information. The customer shall not modify its reported PIU factor to account for VoIP-PSTN traffic.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.3 Obligations of the Customer, (cont'd)****2.3.4 Identification and Rating of VoIP-PSTN Traffic, (cont'd)****C. Calculation and Application of Percent-VoIP-Usage Factor, (cont'd)**

4. After the Telephone Company verifies the PVU-C provided by the customer the Telephone Company will use the PVU-C and PVU-T factors to calculate a PVU factor representing the percentage of toll VoIP traffic to be applied to total terminating intrastate access MOU. The PVU factor will be calculated as the sum of: (a) the PVU-C factor and (b) the PVU-T factor times (1.0 minus the PVU-C factor).

Example 1: The PVU-T is 5% and PVU-C is 10%. The PVU factor is equal to $10\% + (5\% \times 90\%) = 13\%$. The Telephone Company will bill 13% of the customers terminating intrastate access MOU at its applicable tariffed interstate rates.

Example 2: The PVU-T is 0% and PVU-C is 5%. The PVU factor is equal to $5\% + (0\% \times 95\%) = 5\%$. The Telephone Company will bill 5% of the customers terminating intrastate access MOU at its applicable tariffed interstate rates.

D. Initial PVU-C and PVU-T Factors

In calculating the initial PVU-C and PVU-T factor(s), the Telephone Company will take the factor(s) provided by the customer and/or developed by the Telephone Company into account retroactively to December 29, 2011, provided that the factor(s) and supporting documentation are provided as specified in subsection C. above to the Telephone Company no later than 15 days after the effective date of this tariff. Within 15 days of receiving the customers PVU-C factor the Telephone Company will verify and either request additional information or apply the PVU-C and associated Telephone Company developed PVU-T. At the same time the customer submits the PVU-C factor the customer may request from the Telephone Company notification of the calculated PVU-T factor, which will be provided by the Telephone Company within 15 days of request. If the customer does not furnish the Telephone Company with a PVU-C factor pursuant to the preceding subsection C., the initial PVU-C factor will be zero.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.3 Obligations of the Customer, (cont'd)

2.3.4 Identification and Rating of VoIP-PSTN Traffic, (cont'd)

E. PVU-C and PVU-T Factor Updates

The customer may update the PVU-C factor semi-annually using the method set forth in subsection C., above. If the customer chooses to submit such updates, it shall forward to the Telephone Company, no later than 15 days after the Original day of January and/or July of each year, a revised PVU-C factor and supporting documentation based on data for the prior three months, ending the last day of December and/or June, respectively. If the customer submits a PVU-C factor update the Telephone Company will, within 15 days of receipt of such request, calculate an updated PVU-T factor. Within 15 days of receiving the customer's revised PVU-C factor the Telephone Company will verify and either request additional information or apply the PVU-C and associated Telephone Company developed PVU-T. Once verified by the Telephone Company the revised PVU-C factor along with the revised Telephone Company developed PVU-T will apply prospectively and serve as the basis for billing until superseded by a new verified factor.

F. PVU-C Factor Verification

In the event the Telephone Company can not verify the PVU-C, the Telephone Company will request additional information to support the PVU-C, during this time no changes will be made to the existing PVU-C. The customer shall supply the requested additional information within 15 days of the Telephone Company's request or no changes will be made to the existing PVU-C. If after review of the additional information, the customer and Telephone Company establish a revised and mutually agreed upon PVU-C factor, the Telephone Company will begin using the new factor with the next bill period.

If the dispute is unresolved the customer may request that verification audits be conducted by an independent auditor, at the customer's sole expense. During the audit, the most recent undisputed PVU-C factor will be used by the Telephone Company.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.4 Customer Equipment and Channels****2.4.1 General**

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 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 FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.4 Customer Equipment and Channels, (cont'd)****2.4.2 Station Equipment, (cont'd)**

- A. (cont'd)
In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Access Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or price lists of the other communications carriers which are applicable to such connections.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.4 Customer Equipment and Channels, (cont'd)****2.4.4 Inspections**

- A. Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Payment Arrangements**2.5.1 Payment for Service**

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.5 Payment Arrangements, (cont'd)

2.5.1 Payment for Service, (cont'd)

A. Taxes

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

2.5.2 Billing and Collection of Charges

Unless otherwise specified herein, bills are due and payable upon receipt.

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this price list attributable to services established, provided, or discontinued during the preceding billing period.

Non-Recurring Charges are due and payable within 30 days after the invoice date.

The Company shall present invoices for all Charges monthly to the Customer.

Amounts not paid within 30 days after the date of invoice will be considered past due. The Company will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds 30 days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.5 Payment Arrangements, (cont'd)****2.5.2 Billing and Collection of Charges, (cont'd)**

The Customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedures.

2.5.3 Refusal and Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any Liability.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.5 Payment Arrangements, (cont'd)****2.5.3 Refusal and Discontinuance of Service, (cont'd)**

- E. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this price list, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.
- F. The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:
1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.3.F.1.(a-f), if
 - (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or
 - (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.5 Payment Arrangements, (cont'd)****2.5.3 Refusal and Discontinuance of Service, (cont'd)**

F. (cont'd)

1. (cont'd)

(c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.3.A above; or

(d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or

(e) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the price list charges for the service by:

I. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this price list, or

II. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices: or

III. Any other Fraudulent means or devices; or

2. Upon ten (10) days'written notice to the Customer of any sum thirty (30) days past due;

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.5 Payment Arrangements, (cont'd)****2.5.3 Refusal and Discontinuance of Service, (cont'd)****F. (cont'd)**

3. Upon ten (10) days' written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.3.A, above; or
4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this price list if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

- G. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.5.4 Cancellation of Application for Service

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

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.5 Payment Arrangements, (cont'd)****2.5.4 Cancellation of Application for Service, (cont'd)**

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

2.6 Allowances for Interruptions in Service

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this price list by, the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to the Company. A Service Outage ends when the affected circuit and/or associated Company equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which the Company is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (v) inability to gain access to the IXC's equipment; and (vii) due to mutually agreed upon maintenance and repair.

Credit Allowances received by the Company from the LEC for Off-Net facility outages which affects the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.6 Allowances for Interruptions in Service, (cont'd)****2.6.1 Limitations on Allowances**

No credit allowance will be made for:

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

2.7 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.8 Notices and Communications**

- 2.8.1 The Customer shall designate on the Service Order, or equivalent, an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.8.2 The Company shall designate on the Service Order, or equivalent, an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.
- 2.8.3 All notices or other communications required to be given pursuant to this price list shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs Original.
- 2.8.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.9 Meet Point Billing

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed, as set forth below, under each company's applicable rates.

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

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE**3.1 General**

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this price list. These charges are in addition to other applicable charges set forth in other sections of this price list.

3.1.1 Ordering Conditions

Unless otherwise specified herein, all services offered under this price list shall be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

- A. Customer name and Premise(s) address(es);
- B. Billing name and address (when different from Customer name and address); and
- C. Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

3.1.2 Provision of Other Services

Unless otherwise specified herein, all services offered under this price list shall be ordered with an ASR.

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (CONT'D)

3.1 General, (cont'd)

3.1.2 Provision of Other Services, (cont'd.)

With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service.

3.2 Access Order

When a Customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

3.2.1 Access Service Date Intervals

Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

A. Standard Interval

The Standard Interval for Switched Service will be 10 business days from the Application Date. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (CONT'D)**3.2 Access Order, (cont'd)****3.2.1 Access Service Date Intervals, (cont'd)**

- B. Negotiated Interval: The Company will negotiate a Service Date interval with the Customer when:
1. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
 2. There is no existing facility connecting the Customer Premises with the Company; or
 3. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
 4. The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (CONT'D)**3.2 Access Order, (cont'd)****3.2.2 Access Service Request Modifications**

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

3.2.3 Minimum Period of Service

The minimum period for which Access Service is provided and for which charges are applicable is one month.

A. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

1. A change in the identity of the Customer of record; or
2. A move by the Customer to a different building.

B. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equivalent to 50,000 billed minutes of use for the applicable service.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (CONT'D)

3.3 Supplementary Charges

Customer Requested Due Date Change ^{1,2}	\$50, per order
Customer Requested Expedite ²	\$250, per location
Cancellation (after 3 business days from order placement) ²	Full NRCs + \$250, per order
Design Change, DS0/DS1 ²	\$150, per circuit
Design Change, DS3 and higher ²	\$300, per circuit
Administrative Processing ²	\$25, per order

¹ Company Due Date Change Policy - No due date change accepted at or after four (4) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

² For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.

SECTION 4 - SWITCHED ACCESS SERVICE**4.1 General**

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises to an End User's Premises.

Switched Access Service is available when originating or terminating calls from or to an end user which subscribes to the Company's Local Exchange Services.

Rates and charges are set forth in Section 5. The application of rates for Switched Access Service is described in Section 5.

4.2 Provision and Description of Switched Access Service Arrangements**4.2.1 Feature Group Access**

FG Access is provisioned at the DS-1 level and provides trunk-side access to Local Switching Center switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).

Two types of Feature Group Access are available:

- A. **Tandem Connect Access:** This option applies when the customer has no direct facilities to the Company. All traffic is routed to and from the Company's local switching center via the Customer's tandem provider. Delivery of calls to, or acceptance of calls from, the Company's end user customer locations via Tandem Connect Access over Company-switched local exchange services shall constitute an agreement by the Customer to purchase Tandem Connect Access services as described herein. The Company reserves the right to require the Customer to submit an ASR for Tandem Connect Access.
- B. **Direct Connect Access:** The Company will provide facilities between the Customer's premises and the Company's local switching center. This transmission path is dedicated to the use of a single Customer. The Company requires the Customer to submit an ASR or comparable documentation for Direct Connect Access.

SECTION 4 - SWITCHED ACCESS SERVICE, (CONT'D)**4.2 Provision and Description of Switched Access Service Arrangements, (cont'd)****4.2.2 Manner of Provision**

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to provide the Company with a usage demand estimate for the Original 3 months of service. This demand estimate should be included with the access order information.

4.2.3 Call Types

The following Switched Access Service call types are available:¹

- A. Originating 101XXXX FG Access
- B. Originating 800 FG Access
- C. Terminating FG Access

4.2.4 Originating 101XXXX FG Access

The access code for FG Access switching is a uniform access code of the form 101XXXX. A single access code will be the assigned number of all FG Access provided to the Customer by the Company. When the access code is used, FG Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end of dialing digit (#) for cut-through access to the Customer's premises. Originating service may also be available on a presubscription basis whereby the access code is not required (i.e., A1+@dialing).

¹ Other supported call types may include FGA, FGB, and 500/700/900 access.

SECTION 4 - SWITCHED ACCESS SERVICE, (CONT'D)**4.2 Provision and Description of Switched Access Service Arrangements, (cont'd)****4.2.5 Originating 800 FG Access**

800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an End User, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

4.2.6 Terminating FG Access

FG Access, when used in the terminating direction, may only be used to access end users who are subscribing to the Company's Local Exchange Services. Calls in the terminating direction will not be completed to 950-0XXX or 950-1XXX access codes, local operator assistance (0- and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 101XXXX access codes.

4.3 Reports and Testing

4.3.1 Design Layout Report: At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the Original point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

4.3.2 Acceptance Testing: At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.

SECTION 5 - SWITCHED ACCESS RATES

5.1 General

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

There are three types of rates and charges that apply to Switched Access Service:

- Non-Recurring Charges: One-time charges that apply for a specific work activity.
- Recurring Charges: Fixed charges apply each month and depend on the number and type of facilities in place.
- Usage Charges: Charges that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

SECTION 5 - SWITCHED ACCESS RATES, (CONT'D)**5.2 Rate Categories**

There are Five rate categories which apply to Switched Access Service:

- Common Line
- Switched Transport
- End Office Switching
- Toll-Free 8XX Data Base Access Service
- Optional Features

5.2.1 Common Line

The Common Line rate category establishes the charges related to the use of Company-provided end user common lines by customers and end users for intrastate access.

5.2.2 Switched Transport

The Switched Transport rate category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications. **The Switched Transport rate category also includes transport between an end office which serves as host for a remote switching system or module (RSS or RSM) and the RSS or RSM.**

5.2.3 End Office Switching

The End Office Switching rate category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

SECTION 5 - SWITCHED ACCESS RATES, (CONT'D)**5.2 Rate Categories, (cont'd)****5.2.4 Toll-Free 8XX Data Base Query**

The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

5.2.5 Switched Access Optional Features

Following are the various optional features that are available, where the technical capability exists:

- (a) Supervisory Signaling
- (b) Alternate Traffic Routing
- (c) Cut-Through
- (d) Service Class Routing
- (e) FGD with 950 Access
- (f) Signaling System Seven (SS7)
- (g) Basic Initial Address Message Delivery
- (h) Called Directory Number Delivery
- (i) Flexible Automatic Number Identification Delivery

Other optional features may be available on an Individual Case Basis (ICB)¹.

¹ See Section 8.1

SECTION 5 - SWITCHED ACCESS RATES, (CONT'D)**5.3 Billing of Access Minutes**

When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the Original wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating Carrier Customer's Local Switching Center - (indicating that the originating Carrier Customer has disconnected), or the Customer's facilities, whichever is recognized Original by the entry switch.

For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs Original.

For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating Carrier Customer. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs Original.

SECTION 5 - SWITCHED ACCESS RATES, (CONT'D)

5.4 Rates and Charges

5.4.1 Common Line

A.	Carrier Common Line Charge -- Originating, per Minute	\$0.010000
B.	Carrier Common Line Charge -- Terminating, per Minute	\$0.010000

Issued: August 1st, 2014

Brian Shepard, President
9030 State Route 22 Suite 3
Hillsdale, New York 12521

Effective:

IPC-FL-A-14-08

SECTION 5 - SWITCHED ACCESS RATES, (CONT'D)

5.4 Rates and Charges, (cont'd)

5.4.2 Switched Transport

A.	Entrance Facility		<u>Nonrecurring</u>	<u>Monthly Recurring</u>
	Original DS1		ICB ¹	ICB ¹
	Additional DS1s		ICB ¹	ICB ¹
B.	Direct-Trunked Transport		<u>Nonrecurring</u>	<u>Monthly Recurring</u>
	1. Direct Transport			
	Per DS1		ICB ¹	ICB ¹
	Per DS1, per Mile		ICB ¹	ICB ¹
	2. Dedicated Trunk Port			
	Per DS1 Port		ICB ¹	ICB ¹
C.	Tandem-Switched Transport			
	1. Installation		<u>Nonrecurring</u>	
	First Trunk		ICB ¹	
	Additional Trunks		ICB ¹	
	2. Tandem Switched Transport, per Minute			\$0.001083
	3. Tandem Switched Transport, per Minute, per Mile			\$0.000220
	4. Tandem Switching, per Minute			\$0.004077
	5. Transport Interconnection Charge, per Minute			\$0.002297
	6. Host/Remote Transport Elements			
	a. Transport, per Minute			\$0.001083
	b. Transport, per Minute, per Mile			\$0.000220

¹ See Section 8.1

SECTION 5 - SWITCHED ACCESS RATES, (CONT'D)

5.4 Rates and Charges, (cont'd)

5.4.2 Switched Transport, (cont'd)

D. Network Blocking Charge

Per Blocked Call

\$0.012400

SECTION 5 - SWITCHED ACCESS RATES, (CONT'D)

5.4 Rates and Charges, (cont'd)

5.4.3 End Office Switching

A.	Local Switching, per Minute	\$0.006901
B.	Information Surcharge, per Minute	\$0.000148

SECTION 5 - SWITCHED ACCESS RATES, (CONT'D)

5.4 Rates and Charges, (cont'd)

5.4.4 Toll-Free 8XX Data Base Query

Per Query \$0.005500

5.4.5 Switched Access Optional Features

All Optional Features are offered on an Individual Case Basis (ICB¹).

¹ See Section 8.1

SECTION 6 - MISCELLANEOUS CHARGES

6.1 Operator Transfer Service

Operator Transfer Service is an arrangement in which Company operators transfer 0- and End User dialed calls, i.e., the End User dials 0 with no additional digits, to the Customer designated by the End User.

The operator answers the End User 0- dialed call and determines that the End User wants to place an interLATA call. Initially, the operator will direct the End User to dial the Customer on a 0+ or 1+ basis. If the End User insists that the operator complete the call:

- If the End User identifies a Customer who subscribes to Operator Transfer Service, the operator will transfer the call to the identified Customer.
- If the End User has no preference or the identified Customer does not subscribe to Operator Transfer Service, the End User will be asked to select from a list of Customers who subscribe to Operator Transfer Service. The operator will transfer the call to the identified Customer.

The list of available Operator Transfer Service Customers will be updated monthly. The order in which Customers will be read to End Users will be initially determined by lottery. For each subsequent monthly update, following the initial order selection, the Customer in the Original position on the list will be moved to the last position on the list. All other Customers on the list will be moved up one position, e.g., 3rd to 2nd, 2nd to 1st, etc. New Operator Transfer Service Customers will be placed at the bottom of the list of Customers pending the next monthly update.

All rates and charges normally applicable to switched access service, i.e., nonrecurring, monthly recurring, and usage sensitive, apply to Operator Transfer Service.

Per 0- Call Transferred: \$0.4588

SECTION 6 - MISCELLANEOUS CHARGES, (CONT'D)

6.2 PIC Change Charge

Nonrecurring Charge per Change: \$5.00

Issued: August 1st, 2014

Brian Shepard, President
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Effective:

IPC-FL-A-14-08

SECTION 6 - MISCELLANEOUS CHARGES, (CONT'D)**6.3 Billing Name and Address****6.3.1 Service Description**

Billing Name and Address (BNA) service provides account detail of the Company's customers to interexchange carriers, operator service providers, enhanced service providers, and any other provider of intrastate telecommunications services.

6.3.2 General

- A. Upon acceptance of an order for BNA service, the Company will furnish account detail for each working number submitted. Account detail consists of current data base information including the end user's billing name and billing address.
- B. Only current information which resides in the Company's data base will be provided. Customers ordering BNA service must accept BNA account detail on an Aas is@basis.
- C. The Company will specify the location where requests for BNA service are to be received, and the format in which the requests are to be provided.
- D. The subscribing customer must agree that BNA information will not be resold or otherwise provided to any other person, corporation, partnership or entity, other than Customer's authorized billing agent, and that Billing Name and Address shall be used by Customer or Customer's authorized billing agent solely for:
 - 1. Billing its customers for using Customer's telecommunications services.
 - 2. Any purpose associated with the equal access requirement of United States v. AT&T, 552 F. Supp. 131 (D.D.C. 1982).
 - 3. Verification of service orders of new customers, identification of customers who have moved to a new address, fraud prevention, and similar nonmarketing purposes.

SECTION 6 - MISCELLANEOUS CHARGES, (CONT'D)

6.3 Billing Name and Address (Cont'd)

6.3.2 General (Cont'd)

For calling card calls and collect and third party billed calls, Billing Name and Address for ANI service is not available on accounts of nonpublished/unlisted end users who, by request to the Company (which request may be submitted at any time), have specified that such information not be released.

E. Manual Request

1. At the customer's option, the Company will provide BNA via manual request procedures.
2. BNA service information will be provided by the Company in standard paper format via facsimile or Original class U.S. mail.
3. Wherever possible, the Company will provide Billing Name and Address for ANI data no later than ten (10) business days from the date of receipt of the customer's request. Availability of data may be delayed if errors exist in the request received from the customer.
4. In situations where the customer requests more than forty (40) BNA records on a single order, the Company will provide the requested BNA information in a time frame mutually agreed to by the customer and the Company.

F. Mechanized Request

1. At the customer's option, the Company will provide BNA, subject to procedures established for Customer Account Record Exchange (CARE).
2. The customer will submit its requests through proper CARE procedures, as revised or amended.

SECTION 6 - MISCELLANEOUS CHARGES, (CONT'D)

6.3 Billing Name and Address (Cont'd)

6.3.3 Rate Regulations

The number of BNA records for which charges apply will be accumulated by the Company, and billed to the customer on a monthly basis at the rates set forth in 6.3.4 following.

6.3.4 Rates and Charges

	BNA Request <u>Manual</u>	BNA Request <u>Mechanized</u>
Billing Name and Address for ANI		
- Per ANI Requested	\$1.00	ICB ¹

¹ See Section 8.1

SECTION 7 - DEDICATED ACCESS SERVICE

The Company provides intrastate Dedicated Access Service for use as a stand-alone service, or in connection with other Company services. Dedicated Access Services are offered on a point-to-point basis. Each Dedicated Access Service is dedicated to the Customer and the entire usable bandwidth for each service is available to the Customer for their exclusive use.

Pricing for all Dedicated Access Services is on an Individual Case Basis (ICB¹).

¹ See Section 8.1

SECTION 8 - SPECIAL ARRANGEMENTS

8.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on an Individual Case Basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service, or to establish rates for services for which the Company has not yet established generically price listed rates. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

8.2 Contracts

The Company may provide any of the services offered under this price list, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this price list do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.

Exhibit F

**FLORIDA TELECOMMUNICATIONS
ACCESS TARIFF**

TITLE PAGE
ACCESS SERVICES PRICE LIST
OF
INTEGRATED PATH COMMUNICATIONS, LLC

This price list contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Integrated Path Communications, LLC. This price list is on file with the Florida Public Service Commission (FPSC). Copies may be inspected during normal business hours at the Company's principal place of business at 9030 State Route 22 Suite 3 Hillsdale, NY 12521.

Issued: August 1st, 2014

Brian Shepard, President
9030 State Route 22 Suite 3
Hillsdale, New York, 12521

Effective:

IPC-FL-A-14-08

CHECK SHEET

Sheets of this price list are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original price list and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION
1	Original	31	Original	56	Original
2	Original	32	Original	57	Original
3	Original	33	Original	58	Original
4	Original	34	Original	59	Original
5	Original	35	Original	60	Original
6	Original	36	Original	61	Original
7	Original	37	Original	62	Original
8	Original	38	Original	63	Original
9	Original	39	Original	64	Original
10	Original	39.1	Original	65	Original
11	Original	39.2	Original	66	Original
12	Original	39.3	Original	67	Original
13	Original	39.4	Original	68	Original
14	Original	39.5	Original	69	Original
15	Original	40	Original	70	Original
16	Original	41	Original	71	Original
17	Original	42	Original	72	Original
18	Original	43	Original	73	Original
19	Original	44	Original	74	Original
20	Original	45	Original		
21	Original	46	Original		
22	Original	47	Original		
23	Original	48	Original		
24	Original	49	Original		
25	Original	50	Original		
26	Original	51	Original		
27	Original	52	Original		
28	Original	53	Original		
29	Original	54	Original		
30	Original	55	Original		

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SYMBOLS

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

D - Delete or discontinue.

I - Change resulting in an increase to a customer's bill.

M - Moved from another price list location.

N - New.

R - Change resulting in a reduction to a customer's bill.

T - Change in text or regulation but no change in rate or charge.

PRICE LIST FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in its price list approval process, the most current sheet number on file with the FPSC is not always the price list page in effect. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:

- 2.
- 2.1
- 2.1.1
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets - When a price list filing is made with the FPSC, an updated Check Sheet accompanies the price list filing. The Check Sheet lists the sheets contained in the price list, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The price list user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the FPSC.

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this price list for the Access Services of this Company are defined below.

Access Code: A uniform seven digit code assigned by the Company to an individual Customer. The seven digit code has the form 950-XXXX or 101XXXX.

Access Service: Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

Co-Carrier: Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

Common Channel Signaling (CCS): A high-speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

Issued: August 1st, 2014

Effective:

Brian Shepard, President
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IPC-FL-A-14-08

SECTION 1 - DEFINITIONS, (CONT'D)

Company: Integrated Path Communications, LLC

Customer(s): The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this tariff, including but not limited to Interexchange Carriers (ICs), End Users and other telecommunications carriers or providers originating or terminating toll VoIP-PSTN traffic.

800 Data Base Access Service: The term "800 Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used. The term 8XX is used interchangeably with 800 Data Base Service throughout this Price List to describe this service.

End User: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

Entrance Facility: A trunk facility connecting the Customer's point of presence with the local switching center.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Issued: August 1st, 2014

Brian Shepard, President
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Effective:

IPC-FL-A-14-08

SECTION 1 - DEFINITIONS, (CONT'D)

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Line Information Data Base (LIDB): The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Access: The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center: The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff/price list.

Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's Network.

SECTION 1 - DEFINITIONS, (CONT'D)

Mutual Traffic Exchange: A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

Network Services: The Company's telecommunications Access Services offered on the Company's Network.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook: The active condition of Switched Access or a telephone exchange service line.

On-Hook: The idle condition of switched access or a telephone exchange service line.

Out of Band Signaling: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

Issued: August 1st, 2014

Effective:

Brian Shepard, President
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IPC-FL-A-14-08

SECTION 1 - DEFINITIONS, (CONT'D)

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Service Order: The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this price list.

Service(s): The Company's telecommunications Access Services offered on the Company's Network.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this price list.

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

Toll VoIP-PSTN Traffic: The term Toll VoIP-PSTN Traffic denotes a Customer's interexchange voice traffic exchanged with the Telephone Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. Toll VoIP-PSTN Traffic originates and /or terminates in IP format when it originates from and/or terminates to an end user Customer of a service that requires IP-compatible Customer premises equipment.

Wireless Provider: Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

Issued: August 1st, 2014

Effective:

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IPC-FL-A-14-08

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of Company****2.1.1 Scope**

The Company's services offered pursuant to this Price List are furnished for Switched Access Service. The Company may offer these services over its own or leased facilities.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Price List. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service agreement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- B. The furnishing of service under this price list is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the company may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of the Company.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.1 Undertaking of Company, (cont'd)

2.1.2 Shortage of Equipment or Facilities, (cont'd)

- C. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

2.1.3 Terms and Conditions

- A. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this price list, a month is considered to have 30 days.
- B. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.C below.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.1 Undertaking of Company, (cont'd)****2.1.3 Terms and Conditions, (cont'd)**

- C. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

2.1.4 Liability of the Company

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.1 Undertaking of Company, (cont'd)

2.1.4 Liability of the Company, (cont'd)

- B. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this price list. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering, installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this price list, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.

- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.1 Undertaking of Company, (cont'd)

2.1.4 Liability of the Company, (cont'd)

- D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.
- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.1 Undertaking of Company, (cont'd)

2.1.4 Liability of the Company, (cont'd)

- G. The Company shall not be liable for any defacement of or damage to Customers 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 the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.

- H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this price list, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this price list.

- I. The Company shall be indemnified and held harmless by the Carrier Customer against any claim, loss or damage arising from the Carrier Customer's use of services offered under this price list including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the Carrier Customer's own communications; patent infringement claims arising

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.1 Undertaking of Company, (cont'd)

2.1.4 Liability of the Company, (cont'd)

I. (cont'd.)

from the Carrier Customer's combining or connecting the service offered by the Company with facilities or equipment furnished by the Carrier Customer of another Interexchange Carrier; or all other claims arising out of any act or omission of the Carrier Customer in connection with any service provided pursuant to this price list.

J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

K. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.

L. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.1 Undertaking of Company, (cont'd)****2.1.4 Liability of the Company, (cont'd)**

- M. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.1 Undertaking of Company, (cont'd)****2.1.5 Notification of Service-Affecting Activities**

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

2.1.6 Provisions of Equipment and Facilities

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

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.1 Undertaking of Company, (cont'd)

2.1.6 Provisions of Equipment and Facilities, (cont'd)

- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.1 Undertaking of Company, (cont'd)

2.1.6 Provisions of Equipment and Facilities, (cont'd)

- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this price list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price list and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
 - 1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
 - 2. the reception of signals by Customer-provided equipment; or
 - 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

- G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

- H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.1 Undertaking of Company, (cont'd)

2.1.7 Non-routine Installation

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

2.1.8 Special Construction

Subject to the arrangement of the 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 and characterized by one or more of the following:

- 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 the Company would normally utilize in the furnishing of its services;
- C. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. where facilities are requested in a quantity greater than that which the Company would normally construct;
- E. where installation is on an expedited basis;

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.1 Undertaking of Company, (cont'd)****2.1.8 Special Construction, (cont'd)**

- F. on a temporary basis until permanent facilities are available;
- G. installation involving abnormal costs; or
- H. in advance of its normal construction schedules.

Special construction charges for Switched Access Service will be determined on an individual use basis.

2.1.9 Ownership of Facilities

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

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.3 Obligations of the Customer**

2.3.1 The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this price list;
- B. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.3 Obligations of the Customer, (cont'd)**

2.3.1 The Customer shall be responsible for, (cont'd):

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.3 Obligations of the Customer, (cont'd)

2.3.2 Claims

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

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;
- B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.3 Obligations of the Customer, (cont'd)

2.3.3 Jurisdictional Report Requirements

A. Jurisdictional Reports

1. Percent Interstate Usage (PIU)

(a) Pursuant to Federal Communications Commission Order FCC 85-145 adopted April 16, 1985, interstate usage is to be developed as though every call that enters a customer network at a point within the same state as that in which the called station (as designated by the called station number) is situated is an intrastate communication and every call for which the point of entry is in a state other than that where the called station (as designated by the called number) is situated is an interstate communication.

(b) When a customer initially orders Switched Access service, the customer shall state in its order the Percentage Interstate Usage (PIU) on a statewide, LATA or billing account number level (at the option of the customer) on a local exchange company specific basis, separately for each of the following:

FGA
FGB
FGD
500
700 Service Access
8XX Toll Free
900
Entrance Facilities
Dedicated Interoffice Channel
Channelization Equipment

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.3 Obligations of the Customer, (cont'd)****2.3.3 Jurisdictional Report Requirements (cont'd)****A. Jurisdictional Reports, (cont'd)****1. Percent Interstate Usage (PIU), (cont'd)****(b) (cont'd)**

For FGA, FGB, FGD, 500, 700, 8XX Toll Free, and 900, this PIU will be applicable to all flat and minute of use based rate elements, as applicable. In the event the customer does not supply the projected PIU and the Telephone Company does not have sufficient call detail to determine the jurisdiction of the call, then a PIU of 50 percent will be applied.

The PIU factor provided for flat-rated services shall reflect the combination of all traffic types which transverse such facility category.

Additionally, upon employing the 700 Access Code over FGD, the customer must provide the Telephone Company the PIU for the 700 calls. A PIU of less than 100 percent is not allowed in those LATAs where the service is not also available as an intrastate access service.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.3 Obligations of the Customer, (cont'd)

2.3.3 Jurisdictional Report Requirements (cont'd)

A. Jurisdictional Reports, (cont'd)

1. Percent Interstate Usage (PIU), (cont'd)

(b) (cont'd)

Each quarter the customer shall furnish to the Telephone Company a report of the PIU on a statewide, LATA or billing account number level (at the option of the customer) on a local exchange company specific basis, separately for each of the following:

- FGA
- FGB
- FGD Terminating
- 500
- 700 Service Access
- 8XX Toll Free
- 900
- Entrance Facilities
- Dedicated Interoffice Channel
- Channelization Equipment

The customer shall compute the PIU using the following formula (rounded to a whole percentage).

Total Interstate Originating Minutes	+	Total Interstate Terminating Minutes	
Total	+	Total	
Originating Minutes		Terminating Minutes	

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.3 Obligations of the Customer, (cont'd)

2.3.3 Jurisdictional Report Requirements (cont'd)

A. Jurisdictional Reports, (cont'd)

1. Percent Interstate Usage (PIU), (cont'd)

(c) When the customer computes the PIU it shall subtract the developed percentage from 100 and the difference is the percent intrastate usage. The sum of the interstate and intrastate percentages shall equal 100 percent.

2. For multiline hunt group or trunk group arrangements where either the interstate or the intrastate charges are based on measured usage, the interstate FGA and/or FGB information reported as set forth in 1 preceding will be used to determine the charges as follows:

(a) For all groups, the number of access minutes (either the measured minutes or the assumed minutes) for a group will be multiplied by the projected interstate percentage to develop the interstate access minutes. The number of access minutes for the group minus the projected interstate access minutes for the group will be the developed intrastate access minutes.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.3 Obligations of the Customer, (cont'd)****2.3.3 Jurisdictional Report Requirements (cont'd)****A. Jurisdictional Reports, (cont'd)**

3. When a customer initially orders FGD, the customer shall state in its order the Percentage Interstate Usage (PIU). When a customer orders FGD, 500, 8XX Toll Free or 900, the Telephone Company, where the jurisdiction can be determined from the call detail, will determine the interstate percentage as follows. For originating access minutes, the interstate percentage will be developed on a monthly basis by end office when the FGD, 500, 8XX Toll Free or 900 access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. When originating call details are insufficient to determine the jurisdiction for the call, the customer shall supply the projected interstate percentage or authorize the Telephone Company to use the Telephone Company developed percentage. In the event the customer does not supply the projected PIU and the Telephone Company does not have the sufficient call detail to develop a PIU, than a PIU of 50 percent shall be used by the Telephone Company as the interstate percentage for such call detail.

As indicated herein, the customer must supply the interstate PIU on a statewide, LATA or billing account number level for terminating FGD service. The PIU supplied shall be on a local exchange company specific basis. All customers must supply the interstate PIU for terminating FGD service following the criteria set forth in this tariff. The Telephone Company will designate the number obtained by subtracting the interstate percentage for originating and terminating access minutes calculated by the Telephone Company from 100 (100 - Telephone Company calculated projected interstate percentage ' intrastate percentage) as the projected intrastate percentage of use. A PIU of less than 100 percent is not allowed in those LATAs where the interstate service is not also available in the appropriate intrastate access Price List.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.3 Obligations of the Customer, (cont'd)

2.3.3 Jurisdictional Report Requirements (cont'd)

A. Jurisdictional Reports, (cont'd)

4. For usage originating from or terminating to an end office that is located in a state that is part of a LATA of a different state (cross boundary), the customer shall provide a statewide PIU per service type for the state where the end office is physically located. The Telephone Company will apply this state level PIU when the call detail is insufficient to determine the appropriate jurisdiction of the call. In the event the customer does not supply the projected state level PIU and the Telephone Company does not have the sufficient call detail to develop a PIU, than a PIU of 50 percent shall be used by the Telephone Company as the interstate percentage for such call detail.

5. For Billing Name and Address for ANI service, the customer shall state in its initial order the projected PIU factor. PIU information shall also be furnished quarterly to the Telephone Company thereafter. The Billing Name and Address for ANI PIU factor shall be reported as required herein.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.3 Obligations of the Customer, (cont'd)****2.3.3 Jurisdictional Report Requirements (cont'd)****A. Jurisdictional Reports, (cont'd)**

6. Effective on the Original of January, April, July and October of each year the customer shall update the interstate and intrastate jurisdictional report, except where Telephone Company Measured Access minutes are used as set forth in 3. preceding. The customer shall forward to the Telephone Company, to be received no later than 30 days after the Original of each such month, a revised report or letter for all services showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use. The revised report or letter will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the customer does not supply an updated quarterly report or letter, the Telephone Company will assume percentages to be the same as those provided in the last quarterly report or letter accepted by the Telephone Company. If an audit has been completed and an updated quarterly report or letter has not been submitted subsequent to the audit, the Telephone Company will assume the PIU factors to be the most recent audited results. For those cases in which a quarterly report or letter has never been received from the customer, the Telephone Company will assume the PIU factors to be the most recent audit results, to be the same as provided in the order for service if no audit has been performed, or 50 percent.
7. **The customer may also report Percent Intrastate InterLATA (PIL) and Percent Common Line (PCL) factors.** In the event the customer does not supply the projected PIL, and the Telephone Company does not have sufficient call detail to determine the jurisdiction of the call, then a PIL of 75 percent will be applied. In the event the customer does not supply the projected PCL, then a PCL of 100 percent will be applied.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.3 Obligations of the Customer, (cont'd)****2.3.3 Jurisdictional Report Requirements (cont'd)****B. Jurisdictional Report Verification**

1. When a customer provides a projected interstate usage percent as set forth preceding, or when a billing dispute arises or a regulatory commission questions the projected interstate percentage for Access, the Telephone Company may, by written request, require the customer to provide the data the customer used to determine the projected interstate percentage. This written request will be considered the initiation of the audit. The customer shall supply the data to an independent auditor or the Telephone Company within 30 days of the Telephone Company request. The customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained as set forth following and upon request of the Telephone Company make the records available for inspections at an agreed upon location during normal business hours as reasonably necessary for purposes of verification of the percentages. The Telephone Company will audit data from one quarter unless a longer period is requested by the customer and agreed to by the Telephone Company.

Changes to the reported PIU will not be made for the test period. If the customer does not provide the requested data to the Telephone Company or independent auditor within thirty (30) days of the notice of audit, the customer will be in violation of this Price List and subject to the remedies described herein.

2. Verification audits may be conducted no more frequently than once per year except in extreme circumstances. The Telephone Company and customer will attempt to limit the audit to a reasonable time to effectively complete the audit. The Telephone Company and customer shall respond promptly to requests generated during the audit to ensure timely completion of the audit.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.3 Obligations of the Customer, (cont'd)****2.3.3 Jurisdictional Report Requirements (cont'd)****B. Jurisdictional Report Verification, (cont'd)**

3. Audits may be conducted by: (a) an independent auditor under contract to the Telephone Company; (b) a mutually agreed upon independent auditor; or (c) an independent auditor selected and paid for by the customer. If the customer selects option (c), where it pays for its own independent audit, the selected auditor must certify that the audit was performed following F.C.C. procedures for measuring interstate traffic as established by Commission Order, and provide to the Telephone Company a report with supporting documentation to verify such procedures.

4. If a billing dispute arises or a regulatory commission questions the projected interstate percentage, the Telephone Company will ask the customer to provide the data the customer used to determine the projected interstate percentage. The customer shall supply the data within 30 days of the Telephone Company request. The customer shall keep records from which the percentage was determined and upon request of the Telephone Company make the records available for inspection as reasonably necessary for purposes of verification of the percentages.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.3 Obligations of the Customer, (cont'd)****2.3.3 Jurisdictional Report Requirements (cont'd)****C. Maintenance of PIU Records**

1. The customer shall retain for a minimum of six (6) months call detail records that substantiate the interstate percent provided to the Telephone Company as set forth preceding. Such records shall consist of (a) and (b), if applicable, following:
 - (a) All call detail records such as workpapers and/or backup documentation including paper, magnetic tapes or any other form of records for billed customer traffic, call information including call terminating address (i.e., called number), the call duration, all originating and terminating trunk groups or access lines over which the call is routed, and the point at which the call enters the customer's network and;\
 - (b) If the customer has a mechanized system in place that calculated the PIU, then a description of that system and the methodology used to calculate the PIU must be furnished and any other pertinent information (such as but not limited to flowcharts, source code, etc.) relating to such system must also be made available.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.3 Obligations of the Customer, (cont'd)****2.3.3 Jurisdictional Report Requirements (cont'd)****D. PIU Audit Results**

1. Audit results will be furnished to the customer via Certified U.S. Mail (return receipt requested). The Telephone Company will adjust the customer's PIU based upon the audit results. The PIU resulting from the audit shall be applied to the usage for the quarter the audit is completed, the usage for the quarter prior to completion of the audit, and the usage for the two (2) quarters following the completion of the audit. After that time, the customer may report a revised PIU pursuant to A. preceding. If the revised PIU submitted by the customer represents a deviation of 5 percentage points or more, from the audited PIU, and that deviation is not due to identifiable reasons, the provisions in B. preceding may be applied.
2. Both credit and debit adjustments will be made to the customer's interstate access charges for the specified period to accurately reflect the interstate usage for the customer's account consistent with the provisions set forth herein.
3. If, as a result of an audit conducted by an independent auditor, a customer is found to have over-stated the PIU by 20 percentage points or more, the Telephone Company shall require reimbursement from the Customer for the cost of the audit. Such bill (s) shall be due and paid in immediately available funds 30 days from receipt and shall carry a late payment penalty as set forth herein if not paid within the 30 days.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.3 Obligations of the Customer, (cont'd)****2.3.3 Jurisdictional Report Requirements (cont'd)****E. Contested Audits**

1. When a PIU audit is conducted by an independent auditor selected by the Telephone Company, the audit results will be furnished to the customer by Certified U.S. Mail (return receipt requested). The customer may contest the audit results based on substantive cause by providing written notification, by Certified U.S. Mail (return receipt requested), to the Telephone Company within thirty (30) calendar days from the date the audit report is furnished to the customer. When a PIU audit is conducted by an independent auditor selected by the customer, the audit results will be furnished to the Telephone Company by Certified U.S. Mail (return receipt requested). The Telephone Company may contest the audit results by providing written notification, by Certified U.S. Mail (return receipt requested), to the customer within thirty (30) calendar days from the date the audit report is furnished to the Telephone Company.
2. Contested audits may be resolved by a neutral arbitrator mutually agreed upon by the Telephone Company and the customer. Arbitration is an option provided in addition to the customer's existing right to file a complaint or legal action in a court of law or at the FCC for resolution of the dispute. The arbitration hearing will be conducted in a state or location within the Telephone Company operating territory where the customer maintains a principle or significant presence or a state and location within the Telephone Company operating territory that is mutually agreed upon by both parties. The arbitration proceeding shall be governed by the law (both statutory and case) of the state in which the arbitration hearing is held, including, but not limited to, the Uniform Arbitration Act, as adopted in that state. The arbitrator shall determine the customer's PIU based on A. preceding.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.3 Obligations of the Customer, (cont'd)

2.3.3 Jurisdictional Report Requirements (cont'd)

E. Contested Audits, (cont'd)

3. Prior to the arbitration hearing, each party shall notify the arbitrator of the PIU percentage which that party believes to be correct. The arbitrator, in deciding, may adopt the PIU percentage of either party or may adopt a PIU percentage different from those proposed by the parties. If the arbitrator adopts a PIU percentage proposed by one of the parties, the other party (whose PIU percentage was not adopted) shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage higher than either of the PIU percentages proposed by the parties, then the party proposing the lower PIU percentage shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage lower than either of the PIU percentages proposed by the parties, then the party proposing the higher PIU percentage shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage which falls between the two percentages adopted by the parties, then the parties shall each pay one-half of the arbitration costs.
4. Absent written notification, within the time frame noted above, the customer must comply with the provisions set forth herein. If the customer fails to comply with these provisions, the Telephone Company may refuse additional applications for service and/or refuse to complete any and all pending orders for service or may discontinue the provision of the services to the customer as specified herein.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.3 Obligations of the Customer, (cont'd)****2.3.4 Identification and Rating of VoIP-PSTN Traffic****A. Scope**

1. VoIP-PSTN traffic is defined as traffic exchanged over the public switched telephone network ("PSTN") facilities that originate from a customer's end user and/or is terminated by the Telephone Company in Internet protocol ("IP") format. This section governs the identification of toll VoIP-PSTN ("toll VoIP") traffic that in the absence of an interconnection agreement will be subject to interstate switched access rates in accordance with the Federal Communications Commission Report and Order in WC Docket Nos. 10-90, etc., FCC No. 11-161 released (Nov. 18, 2011) ("FCC Order") as it may hereinafter be amended or clarified. Specifically, this section establishes the method of distinguishing toll VoIP traffic from the customer's total intrastate access traffic, so that toll VoIP traffic will be billed in accordance with the FCC Order. Nothing in this section will supersede any current interconnection agreement governing the identification and rating of VoIP-PSTN traffic.
2. This section will be applied to the billing of switched access charges to a customer that is a local exchange carrier only to the extent that the customer has also implemented billing of interstate access charges for VoIP-PSTN Traffic in accordance with the FCC Order.

B. Rating of toll VoIP-PSTN traffic

The Telephone Company will bill toll VoIP-PSTN traffic which it identifies in accordance with this tariff section at rates equal to the Telephone Company's applicable tariffed interstate switched access rates.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.3 Obligations of the Customer, (cont'd)****2.3.4 Identification and Rating of VoIP-PSTN Traffic, (cont'd)****C. Calculation and Application of Percent-VoIP-Usage Factor**

The FCC released their Original Order of Reconsideration in WC Docket No. 10-90, etc., FCC Release No. 12-47(April 25, 2012) which affected the compensation of originating VoIP-PSTN Traffic.

Upon receipt, validation and acceptance of the Percent VoIP Usage factor, originating switched access for VoIP-PSTN Traffic will be compensated as follows:

- Between the Initial Implementation date described in D. and July 12, 2012, the applicable rate elements used in providing originating access for VoIP PSTN Traffic and associated facilities will be billed according to interstate access rates.
- Effective July 13, 2012 the applicable rate elements used in providing originating access for intrastate VoIP PSTN Traffic and associated facilities will be billed according to intrastate access rates.
- Effective July 1, 2014 the applicable rate elements used in providing originating access for intrastate VoIP PSTN Traffic and associated facilities will be billed according to interstate access rates.
- After the Initial Implementation date described in 2.3.4.D., terminating switched access for VoIP-PSTN Traffic and associated facilities will be billed according to interstate access rates.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.3 Obligations of the Customer, (cont'd)****2.3.4 Identification and Rating of VoIP-PSTN Traffic, (cont'd)****C. Calculation and Application of Percent-VoIP-Usage Factor, (cont'd)**

The Telephone Company will determine the number of toll VoIP traffic minutes of use ("MOU") to which it will apply its interstate rates under subsection B., above, by applying a Percent VoIP Usage ("PVU") factor to the total intrastate terminating access MOU exchanged between a customer and the Telephone Company. The PVU will be derived and applied as follows:

1. The customer will calculate and furnish to the Telephone Company a factor ("PVU-C"), along with supporting documentation, representing a whole number percentage based on total intrastate traffic originated by the customer's end user in IP format and delivered to the Telephone Company in the State divided by the customer's total intrastate access MOU terminated by the customer to the Telephone Company in the State.
2. The Telephone Company will, likewise, calculate a factor ("PVU-T"), representing the whole number percentage of the customer's total terminating intrastate access MOU that the customer exchanges with the Telephone Company in the State that is sent to the Telephone Company and terminated in IP format.
3. The PVU-C and supporting documentation shall be based on information that is verifiable by the Telephone Company including but not limited to the number of the customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477, including all VoIP subscriptions regardless of technology), traffic studies, actual call detail, or other relevant and verifiable information. The customer shall not modify its reported PIU factor to account for VoIP-PSTN traffic.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.3 Obligations of the Customer, (cont'd)****2.3.4 Identification and Rating of VoIP-PSTN Traffic, (cont'd)****C. Calculation and Application of Percent-VoIP-Usage Factor, (cont'd)**

4. After the Telephone Company verifies the PVU-C provided by the customer the Telephone Company will use the PVU-C and PVU-T factors to calculate a PVU factor representing the percentage of toll VoIP traffic to be applied to total terminating intrastate access MOU. The PVU factor will be calculated as the sum of: (a) the PVU-C factor and (b) the PVU-T factor times (1.0 minus the PVU-C factor).

Example 1: The PVU-T is 5% and PVU-C is 10%. The PVU factor is equal to $10\% + (5\% \times 90\%) = 13\%$. The Telephone Company will bill 13% of the customers terminating intrastate access MOU at its applicable tariffed interstate rates.

Example 2: The PVU-T is 0% and PVU-C is 5%. The PVU factor is equal to $5\% + (0\% \times 95\%) = 5\%$. The Telephone Company will bill 5% of the customers terminating intrastate access MOU at its applicable tariffed interstate rates.

D. Initial PVU-C and PVU-T Factors

In calculating the initial PVU-C and PVU-T factor(s), the Telephone Company will take the factor(s) provided by the customer and/or developed by the Telephone Company into account retroactively to December 29, 2011, provided that the factor(s) and supporting documentation are provided as specified in subsection C. above to the Telephone Company no later than 15 days after the effective date of this tariff. Within 15 days of receiving the customers PVU-C factor the Telephone Company will verify and either request additional information or apply the PVU-C and associated Telephone Company developed PVU-T. At the same time the customer submits the PVU-C factor the customer may request from the Telephone Company notification of the calculated PVU-T factor, which will be provided by the Telephone Company within 15 days of request. If the customer does not furnish the Telephone Company with a PVU-C factor pursuant to the preceding subsection C., the initial PVU-C factor will be zero.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.3 Obligations of the Customer, (cont'd)****2.3.4 Identification and Rating of VoIP-PSTN Traffic, (cont'd)****E. PVU-C and PVU-T Factor Updates**

The customer may update the PVU-C factor semi-annually using the method set forth in subsection C., above. If the customer chooses to submit such updates, it shall forward to the Telephone Company, no later than 15 days after the Original day of January and/or July of each year, a revised PVU-C factor and supporting documentation based on data for the prior three months, ending the last day of December and/or June, respectively. If the customer submits a PVU-C factor update the Telephone Company will, within 15 days of receipt of such request, calculate an updated PVU-T factor. Within 15 days of receiving the customer's revised PVU-C factor the Telephone Company will verify and either request additional information or apply the PVU-C and associated Telephone Company developed PVU-T. Once verified by the Telephone Company the revised PVU-C factor along with the revised Telephone Company developed PVU-T will apply prospectively and serve as the basis for billing until superseded by a new verified factor.

F. PVU-C Factor Verification

In the event the Telephone Company can not verify the PVU-C, the Telephone Company will request additional information to support the PVU-C, during this time no changes will be made to the existing PVU-C. The customer shall supply the requested additional information within 15 days of the Telephone Company's request or no changes will be made to the existing PVU-C. If after review of the additional information, the customer and Telephone Company establish a revised and mutually agreed upon PVU-C factor, the Telephone Company will begin using the new factor with the next bill period.

If the dispute is unresolved the customer may request that verification audits be conducted by an independent auditor, at the customer's sole expense. During the audit, the most recent undisputed PVU-C factor will be used by the Telephone Company.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 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 FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.4 Customer Equipment and Channels, (cont'd)****2.4.2 Station Equipment, (cont'd)**

- A. (cont'd)
In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Access Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or price lists of the other communications carriers which are applicable to such connections.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.4 Customer Equipment and Channels, (cont'd)****2.4.4 Inspections**

- A. Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

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

2.5 Payment Arrangements**2.5.1 Payment for Service**

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.5 Payment Arrangements, (cont'd)****2.5.1 Payment for Service, (cont'd)****A. Taxes**

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

2.5.2 Billing and Collection of Charges

Unless otherwise specified herein, bills are due and payable upon receipt.

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this price list attributable to services established, provided, or discontinued during the preceding billing period.

Non-Recurring Charges are due and payable within 30 days after the invoice date.

The Company shall present invoices for all Charges monthly to the Customer.

Amounts not paid within 30 days after the date of invoice will be considered past due. The Company will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds 30 days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.5 Payment Arrangements, (cont'd)****2.5.2 Billing and Collection of Charges, (cont'd)**

The Customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedures.

2.5.3 Refusal and Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any Liability.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.5 Payment Arrangements, (cont'd)

2.5.3 Refusal and Discontinuance of Service, (cont'd)

- E. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this price list, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

- F. The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:
 - 1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.3.F.1.(a-f), if
 - (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or
 - (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.5 Payment Arrangements, (cont'd)

2.5.3 Refusal and Discontinuance of Service, (cont'd)

F. (cont'd)

1. (cont'd)

(c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.3.A above; or

(d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or

(e) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the price list charges for the service by:

I. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this price list, or

II. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

III. Any other Fraudulent means or devices; or

2. Upon ten (10) days' written notice to the Customer of any sum thirty (30) days past due;

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.5 Payment Arrangements, (cont'd)

2.5.3 Refusal and Discontinuance of Service, (cont'd)

F. (cont'd)

3. Upon ten (10) days' written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.3.A, above; or
4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this price list if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

G. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.5.4 Cancellation of Application for Service

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

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.5 Payment Arrangements, (cont'd)****2.5.4 Cancellation of Application for Service, (cont'd)**

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

2.6 Allowances for Interruptions in Service

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this price list by, the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to the Company. A Service Outage ends when the affected circuit and/or associated Company equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which the Company is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (vi) inability to gain access to the IXC's equipment; and (vii) due to mutually agreed upon maintenance and repair.

Credit Allowances received by the Company from the LEC for Off-Net facility outages which affects the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.6 Allowances for Interruptions in Service, (cont'd)****2.6.1 Limitations on Allowances**

No credit allowance will be made for:

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

2.7 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.8 Notices and Communications**

- 2.8.1 The Customer shall designate on the Service Order, or equivalent, an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.8.2 The Company shall designate on the Service Order, or equivalent, an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.
- 2.8.3 All notices or other communications required to be given pursuant to this price list shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs Original.
- 2.8.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.9 Meet Point Billing

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed, as set forth below, under each company's applicable rates.

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

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE**3.1 General**

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this price list. These charges are in addition to other applicable charges set forth in other sections of this price list.

3.1.1 Ordering Conditions

Unless otherwise specified herein, all services offered under this price list shall be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

- A. Customer name and Premise(s) address(es);
- B. Billing name and address (when different from Customer name and address); and
- C. Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

3.1.2 Provision of Other Services

Unless otherwise specified herein, all services offered under this price list shall be ordered with an ASR.

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (CONT'D)

3.1 General, (cont'd)

3.1.2 Provision of Other Services, (cont'd.)

With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service.

3.2 Access Order

When a Customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

3.2.1 Access Service Date Intervals

Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

A. Standard Interval

The Standard Interval for Switched Service will be 10 business days from the Application Date. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (CONT'D)**3.2 Access Order, (cont'd)****3.2.1 Access Service Date Intervals, (cont'd)**

B. Negotiated Interval: The Company will negotiate a Service Date interval with the Customer when:

1. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
2. There is no existing facility connecting the Customer Premises with the Company; or
3. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
4. The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (CONT'D)**3.2 Access Order, (cont'd)****3.2.2 Access Service Request Modifications**

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

3.2.3 Minimum Period of Service

The minimum period for which Access Service is provided and for which charges are applicable is one month.

A. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

1. A change in the identity of the Customer of record; or
2. A move by the Customer to a different building.

B. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equivalent to 50,000 billed minutes of use for the applicable service.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (CONT'D)

3.3 Supplementary Charges

Customer Requested Due Date Change ^{1,2}	\$50, per order
Customer Requested Expedite ²	\$250, per location
Cancellation (after 3 business days from order placement) ²	Full NRCs + \$250, per order
Design Change, DS0/DS1 ²	\$150, per circuit
Design Change, DS3 and higher ²	\$300, per circuit
Administrative Processing ²	\$25, per order

¹ Company Due Date Change Policy - No due date change accepted at or after four (4) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

² For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.

SECTION 4 - SWITCHED ACCESS SERVICE**4.1 General**

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises to an End User's Premises.

Switched Access Service is available when originating or terminating calls from or to an end user which subscribes to the Company's Local Exchange Services.

Rates and charges are set forth in Section 5. The application of rates for Switched Access Service is described in Section 5.

4.2 Provision and Description of Switched Access Service Arrangements**4.2.1 Feature Group Access**

FG Access is provisioned at the DS-1 level and provides trunk-side access to Local Switching Center switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).

Two types of Feature Group Access are available:

- A. **Tandem Connect Access:** This option applies when the customer has no direct facilities to the Company. All traffic is routed to and from the Company's local switching center via the Customer's tandem provider. Delivery of calls to, or acceptance of calls from, the Company's end user customer locations via Tandem Connect Access over Company-switched local exchange services shall constitute an agreement by the Customer to purchase Tandem Connect Access services as described herein. The Company reserves the right to require the Customer to submit an ASR for Tandem Connect Access.
- B. **Direct Connect Access:** The Company will provide facilities between the Customer's premises and the Company's local switching center. This transmission path is dedicated to the use of a single Customer. The Company requires the Customer to submit an ASR or comparable documentation for Direct Connect Access.

SECTION 4 - SWITCHED ACCESS SERVICE, (CONT'D)**4.2 Provision and Description of Switched Access Service Arrangements, (cont'd)****4.2.2 Manner of Provision**

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to provide the Company with a usage demand estimate for the Original 3 months of service. This demand estimate should be included with the access order information.

4.2.3 Call Types

The following Switched Access Service call types are available:¹

- A. Originating 101XXXX FG Access
- B. Originating 800 FG Access
- C. Terminating FG Access

4.2.4 Originating 101XXXX FG Access

The access code for FG Access switching is a uniform access code of the form 101XXXX. A single access code will be the assigned number of all FG Access provided to the Customer by the Company. When the access code is used, FG Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end of dialing digit (#) for cut-through access to the Customer's premises. Originating service may also be available on a presubscription basis whereby the access code is not required (i.e., A1+@dialing).

¹ Other supported call types may include FGA, FGB, and 500/700/900 access.

SECTION 4 - SWITCHED ACCESS SERVICE, (CONT'D)

4.2 Provision and Description of Switched Access Service Arrangements, (cont'd)

4.2.5 Originating 800 FG Access

800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an End User, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

4.2.6 Terminating FG Access

FG Access, when used in the terminating direction, may only be used to access end users who are subscribing to the Company's Local Exchange Services. Calls in the terminating direction will not be completed to 950-0XXX or 950-1XXX access codes, local operator assistance (0- and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 101XXXX access codes.

4.3 Reports and Testing

4.3.1 Design Layout Report: At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the Original point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

4.3.2 Acceptance Testing: At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.

SECTION 5 - SWITCHED ACCESS RATES

5.1 General

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

There are three types of rates and charges that apply to Switched Access Service:

- Non-Recurring Charges: One-time charges that apply for a specific work activity.
- Recurring Charges: Fixed charges apply each month and depend on the number and type of facilities in place.
- Usage Charges: Charges that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

SECTION 5 - SWITCHED ACCESS RATES, (CONT'D)**5.2 Rate Categories**

There are Five rate categories which apply to Switched Access Service:

- Common Line
- Switched Transport
- End Office Switching
- Toll-Free 8XX Data Base Access Service
- Optional Features

5.2.1 Common Line

The Common Line rate category establishes the charges related to the use of Company-provided end user common lines by customers and end users for intrastate access.

5.2.2 Switched Transport

The Switched Transport rate category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications. **The Switched Transport rate category also includes transport between an end office which serves as host for a remote switching system or module (RSS or RSM) and the RSS or RSM.**

5.2.3 End Office Switching

The End Office Switching rate category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

SECTION 5 - SWITCHED ACCESS RATES, (CONT'D)**5.2 Rate Categories, (cont'd)****5.2.4 Toll-Free 8XX Data Base Query**

The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

5.2.5 Switched Access Optional Features

Following are the various optional features that are available, where the technical capability exists:

- (a) Supervisory Signaling
- (b) Alternate Traffic Routing
- (c) Cut-Through
- (d) Service Class Routing
- (e) FGD with 950 Access
- (f) Signaling System Seven (SS7)
- (g) Basic Initial Address Message Delivery
- (h) Called Directory Number Delivery
- (i) Flexible Automatic Number Identification Delivery

Other optional features may be available on an Individual Case Basis (ICB)¹.

¹ See Section 8.1

SECTION 5 - SWITCHED ACCESS RATES, (CONT'D)**5.3 Billing of Access Minutes**

When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the Original wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating Carrier Customer's Local Switching Center - (indicating that the originating Carrier Customer has disconnected), or the Customer's facilities, whichever is recognized Original by the entry switch.

For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs Original.

For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating Carrier Customer. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs Original.

Issued: August 1st, 2014

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Effective:

IPC-FL-A-14-08

SECTION 5 - SWITCHED ACCESS RATES, (CONT'D)

5.4 Rates and Charges

5.4.1 Common Line

A.	Carrier Common Line Charge -- Originating, per Minute	\$0.010000
B.	Carrier Common Line Charge -- Terminating, per Minute	\$0.010000

Issued: August 1st, 2014

Effective:

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IPC-FL-A-14-08

SECTION 5 - SWITCHED ACCESS RATES, (CONT'D)

5.4 Rates and Charges, (cont'd)

5.4.2 Switched Transport

A.	Entrance Facility		<u>Nonrecurring</u>	<u>Monthly Recurring</u>
	Original DS1		ICB ¹	ICB ¹
	Additional DS1s		ICB ¹	ICB ¹
B.	Direct-Trunked Transport		<u>Nonrecurring</u>	<u>Monthly Recurring</u>
	1. Direct Transport			
	Per DS1		ICB ¹	ICB ¹
	Per DS1, per Mile		ICB ¹	ICB ¹
	2. Dedicated Trunk Port			
	Per DS1 Port		ICB ¹	ICB ¹
C.	Tandem-Switched Transport			
	1. Installation		<u>Nonrecurring</u>	
	First Trunk		ICB ¹	
	Additional Trunks		ICB ¹	
	2. Tandem Switched Transport, per Minute			\$0.001083
	3. Tandem Switched Transport, per Minute, per Mile			\$0.000220
	4. Tandem Switching, per Minute			\$0.004077
	5. Transport Interconnection Charge, per Minute			\$0.002297
	6. Host/Remote Transport Elements			
	a. Transport, per Minute			\$0.001083
	b. Transport, per Minute, per Mile			\$0.000220

¹ See Section 8.1

SECTION 5 - SWITCHED ACCESS RATES, (CONT'D)

5.4 Rates and Charges, (cont'd)

5.4.2 Switched Transport, (cont'd)

D. Network Blocking Charge

Per Blocked Call \$0.012400

SECTION 5 - SWITCHED ACCESS RATES, (CONT'D)

5.4 Rates and Charges, (cont'd)

5.4.3 End Office Switching

A.	Local Switching, per Minute	\$0.006901
B.	Information Surcharge, per Minute	\$0.000148

SECTION 5 - SWITCHED ACCESS RATES, (CONT'D)

5.4 Rates and Charges, (cont'd)

5.4.4 Toll-Free 8XX Data Base Query

Per Query \$0.005500

5.4.5 Switched Access Optional Features

All Optional Features are offered on an Individual Case Basis (ICB¹).

¹ See Section 8.1

SECTION 6 - MISCELLANEOUS CHARGES

6.1 Operator Transfer Service

Operator Transfer Service is an arrangement in which Company operators transfer 0- and End User dialed calls, i.e., the End User dials 0 with no additional digits, to the Customer designated by the End User.

The operator answers the End User 0- dialed call and determines that the End User wants to place an interLATA call. Initially, the operator will direct the End User to dial the Customer on a 0+ or 1+ basis. If the End User insists that the operator complete the call:

- If the End User identifies a Customer who subscribes to Operator Transfer Service, the operator will transfer the call to the identified Customer.
- If the End User has no preference or the identified Customer does not subscribe to Operator Transfer Service, the End User will be asked to select from a list of Customers who subscribe to Operator Transfer Service. The operator will transfer the call to the identified Customer.

The list of available Operator Transfer Service Customers will be updated monthly. The order in which Customers will be read to End Users will be initially determined by lottery. For each subsequent monthly update, following the initial order selection, the Customer in the Original position on the list will be moved to the last position on the list. All other Customers on the list will be moved up one position, e.g., 3rd to 2nd, 2nd to 1st, etc. New Operator Transfer Service Customers will be placed at the bottom of the list of Customers pending the next monthly update.

All rates and charges normally applicable to switched access service, i.e., nonrecurring, monthly recurring, and usage sensitive, apply to Operator Transfer Service.

Per 0- Call Transferred: \$0.4588

SECTION 6 - MISCELLANEOUS CHARGES, (CONT'D)

6.2 PIC Change Charge

Nonrecurring Charge per Change: \$5.00

Issued: August 1st, 2014

Brian Shepard, President
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Effective:

IPC-FL-A-14-08

SECTION 6 - MISCELLANEOUS CHARGES, (CONT'D)

6.3 Billing Name and Address

6.3.1 Service Description

Billing Name and Address (BNA) service provides account detail of the Company's customers to interexchange carriers, operator service providers, enhanced service providers, and any other provider of intrastate telecommunications services.

6.3.2 General

- A. Upon acceptance of an order for BNA service, the Company will furnish account detail for each working number submitted. Account detail consists of current data base information including the end user's billing name and billing address.
- B. Only current information which resides in the Company's data base will be provided. Customers ordering BNA service must accept BNA account detail on an Aas is@basis.
- C. The Company will specify the location where requests for BNA service are to be received, and the format in which the requests are to be provided.
- D. The subscribing customer must agree that BNA information will not be resold or otherwise provided to any other person, corporation, partnership or entity, other than Customer's authorized billing agent, and that Billing Name and Address shall be used by Customer or Customer's authorized billing agent solely for:
 - 1. Billing its customers for using Customer's telecommunications services.
 - 2. Any purpose associated with the equal access requirement of United States v. AT&T, 552 F. Supp. 131 (D.D.C. 1982).
 - 3. Verification of service orders of new customers, identification of customers who have moved to a new address, fraud prevention, and similar nonmarketing purposes.

SECTION 6 - MISCELLANEOUS CHARGES, (CONT'D)**6.3 Billing Name and Address (Cont'd)****6.3.2 General (Cont'd)**

For calling card calls and collect and third party billed calls, Billing Name and Address for ANI service is not available on accounts of nonpublished/unlisted end users who, by request to the Company (which request may be submitted at any time), have specified that such information not be released.

E. Manual Request

1. At the customer's option, the Company will provide BNA via manual request procedures.
2. BNA service information will be provided by the Company in standard paper format via facsimile or Original class U.S. mail.
3. Wherever possible, the Company will provide Billing Name and Address for ANI data no later than ten (10) business days from the date of receipt of the customer's request. Availability of data may be delayed if errors exist in the request received from the customer.
4. In situations where the customer requests more than forty (40) BNA records on a single order, the Company will provide the requested BNA information in a time frame mutually agreed to by the customer and the Company.

F. Mechanized Request

1. At the customer's option, the Company will provide BNA, subject to procedures established for Customer Account Record Exchange (CARE).
2. The customer will submit its requests through proper CARE procedures, as revised or amended.

SECTION 6 - MISCELLANEOUS CHARGES, (CONT'D)

6.3 Billing Name and Address (Cont'd)

6.3.3 Rate Regulations

The number of BNA records for which charges apply will be accumulated by the Company, and billed to the customer on a monthly basis at the rates set forth in 6.3.4 following.

6.3.4 Rates and Charges

	BNA Request <u>Manual</u>	BNA Request <u>Mechanized</u>
Billing Name and Address for ANI		
-	Per ANI Requested	\$1.00 ICB ¹

¹ See Section 8.1

SECTION 7 - DEDICATED ACCESS SERVICE

The Company provides intrastate Dedicated Access Service for use as a stand-alone service, or in connection with other Company services. Dedicated Access Services are offered on a point-to-point basis. Each Dedicated Access Service is dedicated to the Customer and the entire usable bandwidth for each service is available to the Customer for their exclusive use.

Pricing for all Dedicated Access Services is on an Individual Case Basis (ICB¹).

¹ See Section 8.1

SECTION 8 - SPECIAL ARRANGEMENTS**8.1 Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on an Individual Case Basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service, or to establish rates for services for which the Company has not yet established generically price listed rates. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

8.2 Contracts

The Company may provide any of the services offered under this price list, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this price list do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.