

---

TELECOMMUNICATIONS SERVICES

---

*This price list, Unity Telecom, LLC Florida Price List No. 1, replaces in its entirety, DPI TELECONNEX, LLC FLORIDA PRICE LIST NO. 1, which is presently on file with the Commission*

**Unity Telecom, LLC**

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO LOCAL SERVICES  
WITHIN THE STATE OF FLORIDA**

This Price List sets forth the service offering, rates, terms and conditions applicable to the furnishing of intrastate communications services by Unity Telecom, LLC, 1330 Capital Parkway, Carrollton, TX, 75006 (hereinafter "Company"). This Price List is on file with the Florida Public Service Commission, ("Commission"), and copies can be inspected, during normal business hours, at Company's principal place of business.

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

TELECOMMUNICATIONS SERVICES

**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 that are currently in effect as of the date on the bottom of this sheet.

<b>SHEET</b>	<b>REVISION</b>		<b>SHEET</b>	<b>REVISION</b>	
Title	Original	*	27	Original	*
1	Original	*	28	Original	*
2	Original	*	29	Original	*
3	Original	*	30	Original	*
4	Original	*	31	Original	*
5	Original	*	32	Original	*
6	Original	*	33	Original	*
7	Original	*	34	Original	*
8	Original	*	35	Original	*
9	Original	*	36	Original	*
10	Original	*	37	Original	*
11	Original	*	38	Original	*
12	Original	*	39	Original	*
13	Original	*	40	Original	*
14	Original	*	41	Original	*
15	Original	*	42	Original	*
16	Original	*	43	Original	*
17	Original	*	44	Original	*
18	Original	*	45	Original	*
19	Original	*	46	Original	*
20	Original	*	47	Original	*
21	Original	*	48	Original	*
22	Original	*	49	Original	*
23	Original	*	50	Original	*
24	Original	*	51	Original	*
25	Original	*	52	Original	*
26	Original	*	53	Original	*

\* - indicates those pages included with this filing

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

## TELECOMMUNICATIONS SERVICES

## TABLE OF CONTENTS

	<u>Page</u>
CHECK SHEET	1
TABLE OF CONTENTS	2
EXPLANATION OF SYMBOLS	3
PRICE LIST FORMAT	4
 SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS	 5
 SECTION 2 - REGULATIONS	 8
2.1    Undertaking of the Company	8
2.2    Prohibited Uses	16
2.3    Obligations of the Customer	17
2.4    Customer Equipment and Channels	21
2.5    Payment Arrangements	23
2.6    Credit Allowance	28
2.7    Bad Check Charge	28
2.8    Allowances for Interruptions of Service	29
2.9    Cancellation of Service	31
2.10   Transfers and Assignments	32
2.11   Notices and Communications	32
 SECTION 3 - SERVICE DESCRIPTIONS AND RATES	 33
33    Local Exchange Service	33
40    Directory Listings	40
41    Emergency Services (Enhanced 911)	41
41    Prepaid Long Distance	41
41    Promotional Offerings	41
42    Customer Service	42
42    Directory Assistance Service	42
43    Exemptions and Special Rates	43
44    LifeLine Service	44
 SECTION 4 - COMMERCIAL SERVICE OFFERINGS	 52
4.1    General	52
4.2    Rates	53
4.3    Commercial Service Offerings	53

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

TX249 Price List No. 1

FPSC Scan Verified 2014

---

TELECOMMUNICATIONS SERVICES

---

**PRICE LIST FORMAT**

- A. Page Numbering** - Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially, however, new pages are occasionally added to the Price List. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> Revised Page 14 cancels the 3<sup>rd</sup> Revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Price List approval process, the most current page number on file with the Commission is not always the Price List page in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 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 Sheet** – When a Price List filing is made with the Commission, an updated check sheet accompanies the Price List filing. The check sheet lists the pages 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. remains 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 page is the most current page on file with the Commission.

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

TX249 Price List No. 1

EPSC Scan Verified 2014

---

---

TELECOMMUNICATIONS SERVICES

---

**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS**

Certain terms used generally throughout this Price List are defined below.

**Account Number:** Customer's telephone number is his/her account number.

**Advance Payment:** Payment of all or part of a charge required before the start of service.

**Application for Service:** A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable Company to provide telecommunication service.

**Authorized User:** A person that either is authorized by the Customer to use local exchange telephone service at Customer's residence or other location, or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

**Commission:** Florida Public Service Commission unless content indicates otherwise.

**Company:** Unity Telecom, LLC, a Delaware Limited Liability Company, the issuer of this Price List.

**Customer:** The person, firm, corporation or entity which orders service, uses and/or is responsible for the payment of charges and for compliance with the Company's Price List regulations.

**Customer-Provided Equipment:** Terminal equipment, as defined herein, provided by Customer.

**Demarcation Point:** The premises wire demarcation point begins where the Customer's inside wire connects to the intrabuilding network cable (INC). Where there is no INC, the demarcation point is the point of entry at Company's entrance facility. This demarcation point separates the responsibility of the end user from that of a vendor or Company's vendor of choice for premises wire repair and Customer Provided Equipment trouble isolation.

**Disconnection:** The disconnection of a circuit, dedicated access line, or port connection being used for existing service.

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

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

---

TELECOMMUNICATIONS SERVICES

---

**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)**

**Exchange Service:** The furnishing of service for telephone communication within local service areas in accordance with the provisions of this Price List.

**Incumbent Local Exchange Carrier (ILEC):** Any certificated local exchange company who held a Certificate of Convenience and Necessity before February 1, 1996.

**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.

**Local Calling:** A completed call or telephone communication between a calling Station and any other Station within the local service area of the calling Station.

**Local Service:** Service which provides for exchange telephone communication within the local service area at rates and under regulations as provided in this Price List.

**Local Service Area:** That area within which a Customer to exchange service can make telephone calls at exchange rates. A local service area may be made up of one or more central office areas or exchange areas.

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

**Premises:** Customer premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings or continuous property.

**(Premises) Inside Wire:** Inside (premises) wire (simple wire) refers to all non system inside (premises) telephone wire on the Customer's side of the inside wire demarcation point but does not include Customer premises equipment.

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

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

---

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)**

**Service Commencement Date:** The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this Price List, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

**Service Order:** The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Price List, but the duration of the service is calculated from the Service Commencement Date. Service Order may also be referred to as Customer Service Agreement.

**Services:** The Company's local telecommunications services offered to the Customer within the State of Alabama.

**User:** A Customer or any other person authorized by the Customer to use Services provided under this Price List.

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

---

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 2 - REGULATIONS****2.1 Undertaking of the Company****2.1.1 Scope**

- A. The Company undertakes to furnish intrastate telecommunications services within the state of Alabama under the terms of this Price List as a reseller. Service is available 24 hours a day, seven days a week.
- B. The Company is responsible under this Price List only for the services and facilities provided herein. Should Customers use such services and facilities to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

**2.1.2 Shortage of Equipment or Facilities**

- A. The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- B. The furnishing of service under this Price List is subject to availability on a continuing basis of all necessary facilities from the Incumbent Local Exchange Carrier or other providers to the Company for resale.

**2.1.3 Terms and Conditions**

- A. Except as otherwise provided herein, the minimum period of service is one month (30 days). All payments for service are due in advance on the date specified by the Company. Service may be discontinued after notice if a Customer's account is not paid in full on the due date. All calculations of dates set forth in this Price List shall be based on calendar days. Should the applicable date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.
- B. This Price List shall be interpreted and governed by the laws of the State of Florida.
- C. The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006



---

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 2 - REGULATIONS (CONT'D.)****2.1 Undertaking of the Company (Cont'd)****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, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruptions as set forth in Section 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.
- B. 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; and 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.

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

---

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 2 - REGULATIONS (CONT'D.)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Liability of the Company (Cont'd)**

- C. The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or local exchange companies.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of, or any omission by, the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- E. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company . The company will not be entitled to collect any attorney's fees from the Customer in any action. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

---

TELECOMMUNICATIONS SERVICES

---

**SECTION 2 - REGULATIONS (CONT'D.)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Liability of the Company (Cont'd)**

- F. The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services of equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
- G. Notwithstanding the Customer's obligations as set forth in Section 2.3.2, 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:
1. Claims for defamation libel, slander, invasion of privacy, infringement of copyright, unauthorized use of trademark, trade name, or service mark, unfair competition; interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content, revealed to, transmitted, processed, handled, or used by the Company under this Price List;
  2. patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and
  3. 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.

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

---

TELECOMMUNICATIONS SERVICES

---

**SECTION 2 - REGULATIONS (CONT'D.)**

**2.1 Undertaking of the Company (Cont'd)**

**2.1.4 Liability of the Company (Cont'd)**

- H. 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.
- I. THE COMPANY MAKES NO EXPRESS WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- J. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- K. No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

---

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 2 - REGULATIONS (CONT'D.)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Liability of the Company (Cont'd)****L. With respect to Emergency Number 911 Service:**

1. This service is offered as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
2. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, or occasion by the use of Emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

---

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 2 - REGULATIONS (CONT'D.)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Liability of the Company (Cont'd)**

- M. The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.
- N. In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by the number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
- O. When a Customer with a non-published telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this Price List, Customer acknowledges and agrees with the release of information as described above.

**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 routing and preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customer's services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

---

TELECOMMUNICATIONS SERVICES

---

**SECTION 2 - REGULATIONS (CONT'D.)****2.1 Undertaking of the Company (Cont'd)****2.1.6 Provision 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.
- B. The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others except the Incumbent Local Exchange Carrier to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon written consent of the Company.
- C. 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. Beyond this responsibility, the Company shall not be responsible for:
1. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission or
  2. the reception of signals by Customer provided equipment; or
  3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

---

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 2 - REGULATIONS (CONT'D.)****2.1 Undertaking of the Company (Cont'd)****2.1.7 Non-routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside Company's regular business hours or in hazardous locations. In such cases, charges based on the 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 into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

**2.1.8 Ownership of Facilities**

Title to all facilities provided in accordance with this Price List remains in the Company, its agents or contractors or the Incumbent Local Exchange Carrier.

**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. Services also may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a duly authorized regulated common carrier. This provision does not prohibit an arrangement between the customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.
- 2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

TX249 Price List No. 1

EPSC Scan Verified 2014



---

TELECOMMUNICATIONS SERVICES

---

**SECTION 2 - REGULATIONS (CONT'D.)**

**2.3 Obligations of the Customer**

**2.3.1 General**

The Customer shall be responsible for:

- A. placing orders for service.

When placing an order for service, Customer must provide:

1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
2. The name(s), telephone number(s), and address(es) of the Customer contact person(s).

- B. the payment of all applicable charges pursuant to this Price List.

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

TX249 Price List No. 1

EPSC Scan Verified 2014

---

---

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 2 - REGULATIONS (CONT'D.)****2.3 Obligations of the Customer (Cont'd.)****2.3.1 General (Cont'd.)**

- C. reimbursing the Company for damages to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- D. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the operating environment on such premises;
- E. 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 local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.D. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- F. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work.

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

TX249 Price List No. 1

EPSC Scan Verified 2014

---

---

TELECOMMUNICATIONS SERVICES

---

**SECTION 2 - REGULATIONS (CONT'D.)**

**2.3 Obligations of the Customer (Cont'd.)**

**2.3.1 General (Cont'd.)**

- G. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- H. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- I. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

TX249 Price List No. 1

EPSC Scan Verified 2014

---

TELECOMMUNICATIONS SERVICES

---

**SECTION 2 - 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 attorney's 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 negligent intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- 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, with limitation, use of Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

TX249 Price List No. 1

EPSC Scan Verified 2014

---

---

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 2 - REGULATIONS (CONT'D.)****2.4 Customer Equipment and Channels****2.4.1 Interconnection of Facilities**

- A. Services furnished by the Company may be connected to the services or facilities of other authorized communications carriers only when authorized by, and in accordance with, the terms and conditions of the Price Lists of the other communications carriers which are applicable to such connections. Service furnished by the company is not part of a joint undertaking with such other carriers.
- B. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- C. Facilities furnished under this Price List may be connected to Customer provided terminal equipment in accordance with the provision of this Price List.
- D. The Customer is responsible for taking all necessary legal steps for interconnecting his or her customer provided terminal equipment of communications systems with Company's facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

TX249 Price List No. 1

EPSC Scan Verified 2014

---

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 2 - REGULATIONS (CONT'D.)****2.4 Customer Equipment and Channels (Cont'd.)****2.4.2 Inspections**

- A. Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of any Customer-provided facilities and equipment to any 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.

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

TX249 Price List No. 1

EPSC Scan Verified 2014

---

---

TELECOMMUNICATIONS SERVICES

---

**SECTION 2 - REGULATIONS (CONT'D.)****2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or authorized Users. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

- 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 assessed in conjunction with service used. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions.
- B. Miscellaneous Rates and Charges: The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from, or pay to others, in support of support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Federal Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to pay telephone service providers for the use of their pay telephones to access the Company's Services

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

---

TELECOMMUNICATIONS SERVICES

---

**SECTION 2 - REGULATIONS (CONT'D.)****2.5 Payment Arrangements (Cont'd.)****2.5.2 Billing and Collection of Charges**

It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

- A. All payments for service are paid in advance and are due thirty days (30) from the date of installation and on the expiration of each subsequent thirty day (30) period. The Company mails statements to each customer during every billing cycle indicating the due date and the amount that is due. If payment is not received within 5 days of the due date, service maybe is disconnected.
- B. Customers may pay for services by cash or any cash equivalent, or, where technologically possible, and in the Company's discretion, by credit card.
- C. Company will bill Customer a one-time charge of \$20.00 if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.
- D. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within twenty (20) days of the mail date on the bill, then a late payment penalty shall be due the Company. Late payment penalty shall be accessed only on that portion of the payment not received by the required due date, minus any charges billed as local taxes and any portion previously assist a late payment penalty, multiplied by 1.5 percent or amount applicable by law.

**2.5.3 Disputed Bills**

The Customer may notify the Company of any disputed items on a bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may register a complaint with the Commission in accordance with the Commission's rules of procedure. Complaints may be directed to the Company either orally or in writing by calling or writing to the address below.

- A. The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006



---

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 2 - REGULATIONS (CONT'D.)****2.5 Payment Arrangements (Cont'd.)****2.5.4 Discontinuance of Service**

The Company may with notice discontinue service or cancel an application for service for any of the following:

- A. Upon nonpayment of any regulated amounts owing to the Company, and after 15 days written notice and a second notice 5 days prior to disconnection, the Company may discontinue service.
- B. Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving 5 days prior notice in writing to the Customer, discontinue service 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.
- D. Upon the Customer's abandonment of service, the Company may, with prior notice to the Customer, immediately discontinue service.
- E. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service.

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

---

TELECOMMUNICATIONS SERVICES

---

**SECTION 2 - REGULATIONS (CONT'D.)**

**2.5 Payment Arrangements (Cont'd.)**

**2.5.4 Discontinuance of Service (Cont'd.)**

F. The Company may discontinue the furnishing of any and/or all service(s) to a Customer:

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.
2. The Customer provides false information to the Company regarding the Customer's identity, address, or use of services(s).
3. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the Price Listed charges for the service by:
  - (a) 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
  - (b) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
  - (c) Any other fraudulent means or devices; or

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

---

TELECOMMUNICATIONS SERVICES

---

**SECTION 2 - REGULATIONS (CONT'D.)**

**2.5 Payment Arrangements (Cont'd.)**

**2.5.4 Discontinuance of Service (Cont'd.)**

F. (Cont'd.)

4. Use of service in such a manner as to interfere with the service of other users; or
5. Use of service for unlawful purposes.
6. After five (5) days written notice to a Customer who has failed to pay any regulated (5) days of the date when payment was due;
7. Five (5) days after sending the Customer written notice of noncompliance with any provisions of this Price List if the noncompliance is not corrected within that five (5) day period.

- G. 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.

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

---

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 2 - REGULATIONS (CONT'D.)****2.6 Credit Allowance - Directory**

Subject to the provisions of Section 2.4 of this price list, the Company shall allow, for errors or omissions in alphabetical telephone directories (excluding the use of bold face type), an amount within the following limits:

2.6.1 For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error or omission occurred.

2.6.2 For listings and lines of information in alphabetical telephone directories furnished at additional charge, an amount not in excess of the charge for that listing during the effective life of the directory in which the error or omission occurred.

2.6.3 For listings and lines of information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission continued.

2.6.4 For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.

**2.7 Bad Check Charge**

Carrier will bill Customer a one-time charge of \$20.00 if Customer's check for payment of service is returned for insufficient or uncollected funds, closed account, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

---

TELECOMMUNICATIONS SERVICES

---

**SECTION 2 - REGULATIONS (CONT'D.)****2.8 Allowances for Interruptions of Service**

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's Price Lists.

It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

**2.8.1 Credit Allowances**

- A. Credit allowances for failure of service or equipment starts when Customer notifies Company of the failure or when Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
- B. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Charges specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for services outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

---

TELECOMMUNICATIONS SERVICES

---

**SECTION 2 - REGULATIONS (CONT'D.)**

**2.8 Allowances for Interruptions of Service (Cont'd.)**

**2.8.2 Limitations on Allowances**

No credit will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this Price List by, the Customer;
- B. interruptions due to the negligence of any person using the Company's facilities with the Customer's permission.
- C. 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;
- D. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- E. 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;

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

---

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 2 - REGULATIONS (CONT'D.)****2.9 Cancellation of Service****2.9.1 Cancellation of Application for Service**

- A. Applications for new service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special constructions, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been charge able to the Customer had service begun
- C. The special charges described in 2.9.1.A and 2.9.1.B will be calculated and applied on a case-by-case basis.

**2.9.2 Cancellation of Service by a Customer**

- A. If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.8 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2, all costs, fees and expenses incurred in connection with:
  - 1. all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
  - 2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
  - 3. all Recurring Charges for the applicable notice period.

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

---

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 2 - REGULATIONS (CONT'D.)****2.10 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 or substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

**2.11 Notices and Communications**

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

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

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

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

TX249 Price List No. 1

FPSC Scan Verified 2014

---



---

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 3 - SERVICE DESCRIPTIONS AND RATES****3.1 Local Exchange Service**

The Company's Local Telephone Service enables the Customer to:

- Place or receive calls to any calling Station in the local calling area, as defined herein;
- Access basic 911 Emergency Service if available in the Customer's area;
- Where available, place or receive calls to 800 telephone numbers;

The Company's service can not be used to originate calls to other companies' caller-paid information services (e.g. 900. 976).

**3.1.1 Local Line**

Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number and ten free directory assistance calls per billing cycle. The Service does not include any long distance service or other toll services. The following types of calls and services may be blocked by the Company: long distance; collect calls; operator-assisted calls; third number billed calls; or any service that may be billed to Customer's telephone number.

**A. Standard Features**

Each Local Line Customer is provided with only basic local telephone service.

**B. Optional features:**

Call Forward  
Call Waiting  
Three-Way Calling  
Call Return  
Caller ID Name & Number  
Unlisted Number

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

TX249 Price List No. 1

FPSC Scan Verified 2014

---

TELECOMMUNICATIONS SERVICES

---

**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)****3.1 Local Exchange Service (Cont'd.)****3.1.1 Local Line (Cont'd.)****C. Bundled Services**

Bundled Service plans provide customers with a flat rate access line with Touch-Tone capability, and features/services specified in the respective package "Description of Service" section 3.1.1.C. of Price List.

Bundled Service plans are only available to residence subscribers. All rules, regulations and limitations specified in this Price List apply to the respective features/services listed as part of the package. All features/services are furnished only from central offices that have been arranged to provide these services. The features/services are provided subject to availability of facilities.

Existing customers of Bundled Service plans can not take advantage of special promotion offerings relating to the Bundled Service plan or any of the features/services specified within the plan unless specifically allowed by the terms of the special promotion.

Bundle Service plans can be suspended based on suspension rules and definitions.

**1. GAH Advantage Plan****A. Description of Service**

1. The GAH Advantage plan provides the customer with features/services specified below and a flat rate access line with Touch-Tone capability.
2. The rate specified herein entitles a residence subscriber to unlimited calling to all exchange access lines within the subscriber's local calling area unless otherwise stated in Price List.
3. The rate specified herein entitles a residence subscriber to unlimited use of the features/services specified in the following section:

Call Waiting, Caller ID

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

TX249 Price List No. 1

EPSC Scan Verified 2014

---

---

TELECOMMUNICATIONS SERVICES

---

**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)**

**3.1 Local Exchange Service (Cont'd.)**

**3.1.1 Local Line (Cont'd.)**

C. Bundled Services (Cont'd.)

2. GAH Premier Plan

A. Description of Service

1. The GAH Premier plan provides customers with the features/services specified below and a flat rate access line with Touch-Tone capability.
2. The rate specified herein entitles a residence subscriber to unlimited calling to all exchange access lines within the subscriber's local calling area as defined in A3.6.1.
3. The rate specified herein entitles a residence subscriber to unlimited use of the features/services specified in the following section:

Call Waiting, Three-Way Calling, Call Forwarding, Caller ID, Call Return

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

TX249 Price List No. 1

FPSC Scan Verified 2014

TELECOMMUNICATIONS SERVICES

---

**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)**

**3.1 Local Exchange Service (Cont'd.)**

**3.1.1 Local Line (Cont'd.)**

D. Local Line Rates and Charges

A Local Line Customer will be charged applicable Non-Recurring Charges and monthly Recurring Charges as specified below.

1. One-Time Activation Fee

One-Time Activation/Installation Fee	\$60.00
One-Time Activation/Installation Fee	\$130.00
Suspension Restoral Fee	\$20.00
Conversion Fee	\$20.00

2. Recurring Charges

Local Line – Monthly Recurring	\$ 49.99– Verizon/GTE Exchanges
Local Line – Monthly Recurring	\$ 39.99 – All Other Exchanges

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

TX249 Price List No. 1

EPSC Scan Verified 2014

TELECOMMUNICATIONS SERVICES

SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)

3.1 Local Exchange Service (Cont'd.)

3.1.1 Local Line (Cont'd.)

D. Local Line Rates and Charges (Cont'd.)

3. Optional Features

	<u>Monthly</u>	<u>One-Time Activation Fee *</u>	<u>One-Time Activation Fee**</u>
Call Waiting	\$7.00	\$20.00	\$5.00
Call Forwarding	\$7.00	\$20.00	\$5.00
Call Return	\$7.00	\$20.00	\$5.00
Three-Way Calling	\$7.00	\$20.00	\$5.00
Caller ID Name & Number	\$12.00	\$20.00	\$5.00
Unlisted Number	\$7.00	\$20.00	\$5.00

\* If service is installed after initial installation.

\*\* If service (s) is installed in conjunction with initial local line installation. Per Order

	<u>Per Use</u>
Directory Assistance	\$1.65*
National Directory Assistance	\$1.65*

\* per directory assistance call

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

TX249 Price List No. 1

EPSC Scan Verified 2014

TELECOMMUNICATIONS SERVICES

---

**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)**

**3.1 Local Exchange Service (Cont'd.)**

**3.1.1 Local Line (Cont'd.)**

D. Local Line Rates and Charges (Cont'd.)

4. Bundled Services

	<u>Monthly</u>
GAH Advantage – Monthly Recurring\$ 46.99 – AT&T Exchanges	
GAH Advantage – Monthly Recurring	\$ 56.99 – Sprint Exchanges
GAH Advantage – Monthly Recurring	\$ 56.99 – Verizon Exchanges
GAH Advantage – Monthly Recurring	\$ 54.99 – AllTel Exchanges
GAH Premier - Monthly Recurring	\$ 49.99 – AT&T Exchanges
GAH Premier - Monthly Recurring	\$ 76.99 – Sprint Exchanges
GAH Premier - Monthly Recurring	\$ 66.99 – Verizon Exchanges
GAH Premier - Monthly Recurring	\$ 59.99 – AllTel Exchanges

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

TELECOMMUNICATIONS SERVICES

---

**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)****3.1 Local Exchange Service (Cont'd.)****3.1.2 Unlimited Local Exchange and Long Distance Service**

The Unlimited Plan provides residential Customers with local calling, long distance calling and features for a flat rate. In order to subscribe to the Unlimited Plan, the Customer must select the Company as the primary service provider for local exchange, intraLATA interexchange and interLATA interexchange telecommunications services. The availability of the Unlimited Plan to the Customer may be restricted based upon the Company's access to services through the incumbent local exchange carrier. Rates and charges associated with the Unlimited Plan are set forth in this Price List.

The Unlimited Plan is a bundled service package which includes single-line local service, Caller ID – Number Only, Call Forwarding, Call Waiting, Call Return (\*69), and Three Way Calling. Customers will also receive unlimited domestic long distance usage. The unlimited domestic long distance usage is for residential voice use only and applies to non-operator assisted, direct-dialed domestic calls. Use for home office, small business, large commercial business, or other commercial use is prohibited and may result in termination of the service.

The Company does not prorate the final monthly charges for the Unlimited Plan. If the Customer's service is discontinued prior to the conclusion of a billing period, the Customer will remain responsible for the monthly charges for the entire billing period.

In addition to the features described herein, the Unlimited Plan includes subscription to an unregulated service, the Company's Voice Mail. The Unlimited Plan may be provisioned without the Voice Mail feature upon request of the Customer.

**A. Unlimited Local Exchange and Long Distance Service Rates**

Monthly Rate:	\$41.99
---------------	---------

---

 Issued: October 23, 2012

Effective: October 24, 2012

 Issued by: Charles L. Schneider, Jr., President & CEO  
 1330 Capital Parkway, Carrollton, TX, 75006

TELECOMMUNICATIONS SERVICES

---

**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)**

**3.2 Directory Listings**

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number.

3.2.1 The Company reserves the right to limit the length of any listing in the directory by abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.

3.2.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

3.2.3 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

3.2.4 Directory listings are provided in connection with each Customer service as specified herein.

3.2.5 Non-Recurring Charges

Non-Recurring Charges associated with Directory Listings are as follows:

Non-Recurring

Primary Listing (one number)	No Charge
------------------------------	-----------

3.2.6 Recurring Charges

Monthly Recurring Charges associated with Directory Listings are as follows:

Monthly

Primary Listing (one number)	N/C
------------------------------	-----

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006



---

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)****3.3 Emergency Services (Enhanced 911)**

Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

**3.4 Prepaid Long Distance Service**

Allows customers to anticipate usage of long distance service for the next up-coming month and to pay an amount into an account with Company that will cover the anticipated usage. Prepaid Long Distance service is available to Customer so long as Customer maintains a credit balance with Company for Prepaid service sufficient to cover an individual long distance call.

3.4.1 Per Minute Rates \$0.25

**3.5 Promotional Offerings**

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Promotional offerings will be filed with the Commission.

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

---

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)****3.6 Customer Service**

Customer service is available 24 hours a day, seven days a week by calling 800-687-6727 or writing the Company at 2997-LBJ Freeway, Suite 225 Dallas, Texas 75234. The Company's administrative offices may be reached at 972-488-5500.

**3.7 Directory Assistance Service**

The Company's customers will be debited at the following per call charge for each directory assistance call. The directory assistance charge applies to each call regardless of whether the directory assistance bureau is able to furnish the requested telephone number.

Per Call Charge	\$1.65
-----------------	--------

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

---

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)****3.8 Exemptions and Special Rates****3.8.1 Directory Assistance for Handicapped Persons**

There shall be no charge for up to fifty calls per billing cycle from lines or trucks serving handicapped individuals. The Company shall charge the prevailing Price List rates for every call in excess of fifty within a billing cycle.

**3.8.2 Hearing and Speech Impaired Persons**

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

**3.8.3 Telecommunications Relay Service**

For intrastate toll calls received for the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is either both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice non-relay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

**3.8.4 Reconnection Fee**

If a customer's service is suspended by the Company and prior to disconnection, the customer may restore service by paying the applicable restoral of service fee in section 3.1.1.c above.

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

---

TELECOMMUNICATIONS SERVICES

---

**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)****3.9 LifeLine Service****3.9.1 Description of Service****A. LifeLine Basic Service**

1. The Lifeline program is designed to increase the availability of telecommunications services to low income subscribers by providing a credit to monthly recurring local service to qualifying residential subscribers. Basic terms and conditions are in compliance with the FCC's Order on Universal Service in CC Docket No. 97-157, which adopts the Federal-State Joint Board's recommendation in CC Docket No. 96-45, which complies with the Telecommunications Act of 1996. Specific terms and conditions are as prescribed by the Florida Public Service Commission and are as set forth in this Price List.
2. Lifeline is supported by the federal universal service support mechanism.
3. Federal baseline support of \$8.25 is available for each Lifeline service and is passed through to the subscriber. An additional State credit of up to \$3.50 may be provided if when supported by a State fund. Supplemental federal support of \$1.75, matching one half of the State contribution, will also be passed along to the Lifeline subscriber. The total Lifeline credit available to an eligible customer s in Florida is \$13.50. The amount of credit will not exceed the charge for local service, which includes the access line, the Subscriber Line Charge and local usage.

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

---

TELECOMMUNICATIONS SERVICES

---

**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)****3.9 LifeLine Service (Cont'd.)****3.9.2 Regulations****A. General**

1. Customers eligible under the Lifeline program are also eligible for connection assistance under the Link-Up program.
2. One low income credit is available per household and is applicable to the primary residential connection only. The named subscriber must be a current recipient of any of the low income assistance programs identified in B. following.
3. A Lifeline customer may subscribe to any local service offering available to other residence customers. Since the Lifeline credit is applicable to the primary residential connection only, it may not be applied to a multiple line package local service offering.
4. Toll blocking, if elected, will be provided at no charge to the Lifeline subscriber.
5. The deposit requirement is not applicable to a Lifeline customer who subscribes to toll blocking. If a Lifeline customer removes toll blocking prior to establishing an acceptable credit history, a deposit may be required. When applicable, advance payments will not exceed the connection and local service charges for one month.
6. A Lifeline customer is exempt from the Late Payment Charge.
7. Lifeline service is exempt from Installment Billing Service Fee.
8. The Federal Universal Service Charge will not be billed to Lifeline customers.
9. A Lifeline subscriber's local service will not be disconnected for non-payment of toll charges. Local service may be denied for non-payment of local calls. Access to toll service may be denied for non-payment of tolls. A Lifeline subscriber's request for reconnection of local service will not be denied if the service was previously denied for non-payment of toll charges.

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

---

TELECOMMUNICATIONS SERVICES

---

**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)**

**3.9 LifeLine Service (Cont'd.)**

**3.9.2 Regulations (Cont'd.)**

**B. Eligibility**

1. To be eligible for a Lifeline credit, a customer must be a current recipient of *any of the following low income assistance programs.*
  - a. Supplemental Security Income (SSI)
  - b. Food Stamps
  - c. Medicaid
  - d. Federal Public Housing Assistance/Section 8
  - e. Low Income Home Energy Assistance Program (LIHEAP)
  - f. National School Lunch's Free lunch program (NSL)
  - g. Temporary Cash Assistance
  - h. Bureau of Indian Affairs Program (Tribal Temporary Assistance for Needy Families, Head Start Subside, NSLP)
  
2. All applications for service are subject to verification with the state agency responsible for administration of the qualifying program.

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

---

TELECOMMUNICATIONS SERVICES

---

**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)****3.9 LifeLine Service (Cont'd.)****3.9.2 Regulations (Cont'd.)****C. Certification**

1. Proof of eligibility in any of the qualifying low income assistance programs should be provided to the Company at the time of application for service. The Lifeline credit will not be established until proof of eligibility has been received by the Company. If the customer requests installation prior to the Company's receipt of proof of eligibility, the requested service will be provided without the Lifeline credit. When eligibility documentation is provided subsequent to installation, the Lifeline credit will be provided on a going forward basis
2. The Company reserves the right to periodically audit its records, working in conjunction with the appropriate state agencies, for the purpose of determining continuing eligibility. Information obtained during such audit will be treated as confidential information to the extent required under State and Federal laws. The use or disclosure of information concerning enrollees will be limited to purposes directly connected with the administration of the Lifeline plan.
3. When a customer is determined to be ineligible as a result of an audit, the Company will contact the customer. If the customer cannot provide eligibility documentation, the Lifeline credit will be discontinued.

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

---

TELECOMMUNICATIONS SERVICES

---

**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)**

**3.9 LifeLine Service (Cont'd.)**

**3.9.3 Rates and Charges**

**A. General**

1. Lifeline is provided as a monthly credit on the eligible residential subscriber's local access bill for local service.
2. Service Charges in Section 3.1.1.D are applicable for installing or changing Lifeline service.
3. Link-Up connection assistance in Section A4 may be available for installing or relocating Lifeline service.
4. The Secondary Service Charge in Section A4 is not applicable when existing service is converted intact to Lifeline service.

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006



TELECOMMUNICATIONS SERVICES

---

**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)**

**3.9 LifeLine Service (Cont'd.)**

**3.9.3 Rates and Charges (Cont'd.)**

B. The total Lifeline credit consists of one federal credit, one State credit and an additional Federal credit equal to 50% of the State credit. Eligible residential subscribers not qualifying under the Tribal programs will receive a credit up to \$13.50.

1. Federal Credit

	<u>Monthly Credit</u>
Medicaid	\$8.25
Food Stamps	\$8.25
Supplemental Security Income (SSI)	\$8.25
Federal Public Housing/Section 8	\$8.25
Low Income Home Energy Assistance Plan (LIHEAP)	\$8.25
National School Lunch's Free lunch program (NSL)	\$8.25

Temporary Cash Assistance

Bureau of Indian Affairs Programs (Tribal Temporary Assistance for Needy Families, Head Start subsidy, NSLP) Supplemental Federal Support if Company credit is give up to \$1.75

Customers who qualify under the Tribal Program will receive an additional Federal Credit necessary to reduce customer's bill to \$1.00

2. State credit

(a) One per Lifeline service up to \$3.50

---

TELECOMMUNICATIONS SERVICES

---

**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)****3.9 LifeLine Service (Cont'd.)****3.9.4 Link-Up****A. General**

1. Link-Up is a program designed to increase the availability of telecommunications services to low income subscribers by providing a credit to the non-recurring installation and service charges to qualifying residential subscribers. Basic terms and conditions are in compliance with the FCC's Order on Universal Service in CC Docket 97-157, which adopts the Federal-State Joint Board's recommendation in CC Docket 96-45, which complies with the Telecommunications Act of 1996. Specific terms and conditions are as prescribed by the Alabama Public Service Commission and are as set forth in this Price List.
2. Link-Up is supported by the federal universal service support mechanism.
3. A federal credit amount of fifty percent (50%) of the non-recurring charges for connection of service, up to a maximum of thirty dollars (\$30.00), is available to be passed through to the subscriber.

**B. Regulations**

1. Customers eligible under Link-Up are also eligible for monthly recurring assistance under the Lifeline program.
2. Link-Up connection assistance is available per household and is applicable to the primary residential connection only.
3. The Link-Up credit is available each time the customer installs or relocates the primary residential service.
4. To receive the credit, proof of eligibility must be provided prior to installation of service.
5. The Price List charges for connecting service, including service and other installation charges, are charged as Price List with a credit applied.
6. Link-Up service is exempt from the Installment Billing Service Fee.

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

---

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)****3.9 LifeLine Service (Cont'd.)****3.9.4 Link-Up (Cont'd.)****C. Eligibility**

1. To be eligible for a Link-Up credit, a customer must be a current recipient of any of the following low income assistance programs.
  - a. Supplemental Security Income (SSI)
  - b. Food Stamps
  - c. Medicaid
  - d. Federal Public Housing Assistance/Section 8
  - e. Low Income Home Energy Assistance Program (LIHEAP)
  - f. Temporary Assistance to Needy Families (TANF)
2. All applications for service are subject to verification with the state agency responsible for administration of the qualifying program.

**D. Certification**

1. Proof of eligibility in any of the qualifying low income assistance programs should be provided to the Company at the time of application for service. The Link-Up credit will not be established until proof of eligibility has been received by the Company. If the customer requests installation without proof of eligibility, the requested service will be provided without the Link-Up credit.
2. The use or disclosure of information concerning enrollees will be limited to purposes directly connected with the administration of the Link-Up plan.

**3.9.5 Rates and Charges**

- A. The federal credit available for a Link-Up connection is thirty dollars (\$30.00) maximum or fifty percent (50%) of the installation and service charges from this Price List, whichever is less.

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

---

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 4 - COMMERCIAL SERVICES**

This Price List section contains the regulations and rates applicable to the furnishing of resold local exchange services and resold features associated with resold local exchange services to business customers by the Company within the territory of Bellsouth Communications, Inc. ("hereinafter sometimes referred to as "BCI") exchanges in the State of Florida and subject to the jurisdiction of the Public Service Commission ("PSC").

**4.1 General**

Not including rates, the Company concurs in and adopts the following BCI Tariffs on file with and approved by the PSC of the State of Florida including future amendments thereto as authorized by the PUC Commission or applicable law (collectively, the "BCI Price Lists"), subject however to the terms and conditions found in this Price List, which terms and conditions are set out in subsequent sections of this concurrence and adoption:

BCI's Local Exchange Tariff  
BCI's General Exchange Tariff

The Company reserves the right to cancel and void the above concurrence and adoption statement, subject to requirements as may be ordered by the PSC at any time as it appears that such cancellation is in the best interest of the Company and/or its customers

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

TX249 Price List No. 1

---

EPSC Scan Verified 2014

---

---

TELECOMMUNICATIONS SERVICES

---

**SECTION 4 - COMMERCIAL SERVICES (CONT'D.)**

**4.2 Rates**

The Company does not concur in or adopt the rates contained in the BCI Tariffs.

**4.3 Commercial Service Offerings**

Resold products and services may be provided with or without the Company's long distance service.

With the Company's long distance, rates and charges for resold commercial local exchange services and resold features associated with resold local exchange services provided by the Company within the territory of BCI exchanges in the State of Florida will be priced according to the rates established for services and features in BCI's applicable tariff less twelve percent.

Without the Company's long distance, rates and charges for resold commercial local exchange services and resold features associated with such services provided by the Company within the territory of BCI exchanges in the State of Florida will be priced at the rates established for such services and features in BCI's applicable tariff less twelve percent.

---

Issued: October 23, 2012

Effective: October 24, 2012

Issued by: Charles L. Schneider, Jr., President & CEO  
1330 Capital Parkway, Carrollton, TX, 75006

TX249 Price List No. 1

EPSC Scan Verified 2014

---