

FLORIDA PRICE LIST
LOCAL EXCHANGE ACCESS TELECOMMUNICATIONS SERVICES

provided by

PNG TELECOMMUNICATIONS, INC.
d/b/a PowerNet Global Communications
100 Commercial Drive, Fairfield, OH 45014

This Price List contains the descriptions, regulations and rates applicable to the furnishing of Local Exchange Access Telecommunications Services provided by PNG Telecommunications, Inc. d/b/a PowerNet Global Communications ("Company") within the State of Florida. This Price List is on file with the Florida Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business at 100 Commercial Drive, Fairfield, Ohio 45014.

Issued: September 14, 2005
Issued by:

Dennis Packer, General Counsel
100 Commercial Drive
Fairfield, OH 45014

Effective: SEP 16 2005

CHECK PAGE

Pages of this Price List are effective as of the date shown at the bottom of the respective pages(s). Original and revised pages as named below comprise all changes from the original page and are currently in effect as of the date on the bottom of this page.

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SYMBOLS

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

- (C) To signify **changed** regulation.
- (D) To signify **discontinued** rate or regulation.
- (I) To signify **increased** rate.
- (N) To signify **new** rate or regulation.
- (R) To signify **reduced** rate.

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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 pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Florida Public Service Commission ("Commission"). For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Price List approval process, the most current page number on file with the Commission is not always the page in effect. Consult the Check Page for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to 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 Pages** - When a Price List filing is made with the Commission, an updated Check Page accompanies the Price List filing. The Check Page lists the pages contained in the Price List, with a cross-reference to the current revision number. When new pages are added, the Check Page is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The Price List user should refer to the latest Check Page to find out if a particular page is the most current on file with the Commission.

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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(s): 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.

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.

Cancel or Cancellation: The discontinuance of service by customer request.

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

Commercial Mobile Radio Service (CMRS) provider: Any Carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

Commission: Florida Public Service Commission.

Company: PNG Telecommunications, Inc. d/b/a PowerNet Global Communications, issuer of this Price List.

Constructive Order: Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange Services constitutes a Constructive Order by the Customer to purchase Switched Access Services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the Customer.

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SECTION 1 – DEFINITIONS, Continued

Customer: The person, firm, corporation or other entity which orders Service, either by Access Service Request or Constructive Order, and is responsible for the payment of charges and for compliance with the Company's Price List regulations. The Customer could be an Interexchange Carrier, a Wireless Provider, or any other Carrier authorized to operate in the state.

Discontinue or Discontinuance: The cessation of service not requested by a customer.

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

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone Service. An Exchange Carrier can either be a Bell Operating Company or an independent company (including competitive local Exchange Carriers) that provides local transmission service.

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

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

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

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

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

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.

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SECTION 1 – DEFINITIONS, Continued

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 Price List.

Network: The Company's facilities, equipment, and services provided under this Price List.

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-Net: Customer or End User locations not capable of being served directly by the Company's existing Network facilities.

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).

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 pursuant to the terms and conditions of this Price List.

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SECTION 1 – DEFINITIONS, Continued

Service Commencement Date: The first 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 that does not conform to standards set forth in the ASR or this Price List, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the Customer used the Service or facility.

Suspend or Suspension: A temporary discontinuance of service instituted by the Company prior to Discontinuance.

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.

Toll Free 8XX Data Base Access Service: The term "Toll Free 8XX 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.

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

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SECTION 2 – RULES AND REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

2.1.1. Scope

Company's Services offered pursuant to this Price List are furnished for Switched Access Service. Company may offer these Services over its own or resold facilities. Company installs, operates, and maintains the communications Services provided herein in accordance with the terms and conditions set forth under this Price List. 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.
- 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.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

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 Cancelled 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. Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the Service ordered; the rates to be charged, the duration of the Services, and the terms and conditions in this Price List. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, Service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this Price List prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
- D. Customers seeking to Cancel Service have an affirmative obligation to block traffic originating from or terminating to the Company's Network. By originating traffic from or terminating traffic to the Company's Network, the Customer will have constructively ordered the Company's Switched Access Service. (See Section 3.1. of this Price List for information on Access Ordering.)
- E. 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 as set forth in Section 2.3. below.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.3. Terms and Conditions, Continued

- F. 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.
- G. In any action between the parties to enforce any provision of this Price List, the prevailing party shall be able to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- H. This Price List shall be interpreted and governed by the laws of the State of Florida.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

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 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. Any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a Service), 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.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.4. Liability of the Company, Continued

- 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.
- 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.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.4. Liability of the Company, Continued

- 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 End User against any claim, loss or damage arising from the End User's use of Services offered under this Price List including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the Service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User 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 of merchantability or fitness for a particular use, except those expressly set forth herein.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.4. Liability of the Company, Continued

- L. 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 result from the operation of Customer-provided systems, equipment, facilities or service which are interconnected with Company Services.
- M. 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. The Customer and End User 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 the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of Service furnished by the Company at such locations.
- N. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.4. Liability of the Company, Continued

- O. 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.
- P. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of Service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a Service), 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 Section 2.6, the Company's liability, if any, shall be limited as provided herein.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.4. Liability of the Company, Continued

- Q. The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein, unless it is due to the gross negligence of the Company.
- R. With respect to Telecommunications Relay Service (TRS), any Service provided by Company which involves receiving, translating, transmitting or delivering messages by telephone, text telephone, a telecommunications device for the deaf, or any other instrument over the facilities of Company or any connecting Carrier, Company's liability for the interruption or failure of the Service shall not exceed an amount equal to the Company's charge for a one minute call to the called station at the time the affected call was made.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.5. Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of Service-affecting activities within its control that may occur in the 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, 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.
- 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.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.6. Provisions of Equipment and Facilities, Continued

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

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SECTION 2 – RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

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.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY CONTINUED

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;
- 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 Case 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.

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SECTION 2 – RULES AND REGULATIONS, Continued

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 that 1) their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and 2) if the applicant intends to provide intrastate Services, that the applicant 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.

2.3. OBLIGATIONS OF THE CUSTOMER

2.3.1. General

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 subrogated 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 Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;

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SECTION 2 – RULES AND REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.1. General, Continued

The Customer shall be responsible for:

- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Subsection 2.3.1.C above. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for Service;
- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible under Subsection 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;

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SECTION 2 – RULES AND REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.1. General, Continued

The Customer shall be responsible for:

- G. not creating any liens or other encumbrances on the Company's equipment or facilities;
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes; and
- I. providing the personnel, power and space required to operate all facilities and associated equipment installed on the Premises of the Customer.

2.3.2. Liability of The Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in Subsection (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this Price List or any other price list of the Company, or otherwise, for any interruption of, interference to, or other defect in any Service provided by the Company to such third party.

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2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.2. Liability of The Customer, Continued

- C. The Customer shall not assert any claim against any other customer or user of the Company's Services for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Price List including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Price List is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

- D. Customer Liability for Unauthorized Use of the Network
 - 1. Unauthorized Use of the Network
 - (a) Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's Services provided under this Price List; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's Services provided under this Price List, or uses specific services that are not authorized.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.2. Liability of The Customer, Continued

D. Customer Liability for Unauthorized Use of the Network, Continued

1. Unauthorized Use of the Network

(b) The following activities constitute fraudulent use:

- (I) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;**
- (II) Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the charges in this Price List by either rearranging, tampering with, or making connections not authorized by this Price List to any service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;**
- (III) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.**

- 2. Customers are advised that use of telecommunications equipment and services, including that provided under this Price List, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and Services provided hereunder, and to detect and prevent unauthorized use of the equipment and Services provided by the Company under this Price List.**

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SECTION 2 – RULES AND REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.2. Liability of The Customer, Continued

D. Customer Liability for Unauthorized Use of the Network, Continued

3. Liability for Unauthorized Use

- (a) Except as provided elsewhere in this Price List, the Customer is responsible for payment of all charges for Services provided under this Price List furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- (b) The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including Service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- (c) The Customer is responsible for payment of any charges related to the suspension and/or termination of Service, and any charges for reconnection of Service, incurred as a result of unauthorized use of the Network.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.3. Claims

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

- A. any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; and
- 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.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.4. Ownership of Facilities

Facilities utilized by the Company to provide Service under the provisions of this Price List shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good a condition as reasonable wear permits.

2.3.5. Testing

The Service provided under this Price List shall be made available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the Services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

2.3.6. Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its Services and for any redesigning or rearrangements of its Services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria, or operating or maintenance characteristics of the facilities.

2.3.7. Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications Service.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.8. Jurisdictional Reports

- A. For Switched Access Services, where jurisdiction can be determined from the call detail, the Company will use the percentage of interstate originating and terminating Feature Group D traffic to determine the percent of interstate usage (“PIU”) to apply to all other Switched Access Services provided by the Company to the Customer.
- B. For Switched Access Services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to require the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall upon ordering Service, and quarterly thereafter, report the percentage of interstate use and such report will be used for billing purposes until the Customer reports a different projected interstate percentage for a working Trunk group. When the Customer adds Trunks to or removes Trunks from an existing group, the Customer shall furnish a revised projected interstate percentage for each Service arranged for interstate use. The revised report will serve as the basis for future billing and will be effective on the next bill date. No prorating or back billing will be done based on the report.
- C. The Company may request detailed information in support of the reported percentage annually and retains the right to retroactively adjust the Customer's most recent bills covering the preceding eleven months if a substantial discrepancy is found to exist. If an audit of the reported percentages reveals a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.9. Jurisdictional Audits

- A. The Customer shall keep sufficient detail from which the percentages of interstate and intrastate IntraLATA use reported to the Company can be verified and upon request of the Company make such records available for inspection and audit. The Customer must maintain these records for 24 months from the date the report became effective for billing purposes.
- B. Initiation of an audit will be at the sole discretion of the Company. The audit shall be performed by an independent party selected by the Company. An audit may be initiated by the Company for a single Customer no more than once per year. The Customer shall supply the required data within 30 calendar days of the Company's request.
- C. In the event that an audit reveals that any Customer reported PIU was incorrect, the Company shall apply the audit result to all usage affected by the audit. The Customer shall be backbilled or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Backbilled amounts are subject to a late payment penalty and payment shall be made in immediately available funds, within 31 days from receipt of bill or by the following bill date, whichever is a shorter period.
- D. Should an audit reveal that the misreported percentage(s) of use has resulted in an underpayment of Access charges to the Company of five percent or more of the total Switched Access Services bill, the Customer shall reimburse the Company for the cost of the audit. Proof of cost shall be the bills, in reasonable detail submitted to the Company by the auditor.
- E. Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the Customer to receive such results.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.10. Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Transport Service

When mixed interstate and intrastate Service is provided over a dedicated facility, the jurisdiction will be determined as follows. For jurisdictional reports required for Switched Access Service, see Sections 2.3.8 and 2.3.11.

- A. If the Customer's estimate of the interstate traffic on the Service equals 10% or less of the total traffic on that Service, the Service will be provided according to the applicable rules and regulations of this Price List.
- B. If the Customer's estimate of the interstate traffic on the Service is more than 10% of the total traffic on that Service, the Service will be provided according to the applicable rules and regulations of the appropriate interstate tariff.
- C. If the percentage of interstate traffic on the Service changes to the extent that it alters the jurisdiction of the Service, the Customer must notify the Company of any required change in status. The affected Service will revert to the appropriate jurisdictional tariff within the next full billing cycle. Any applicable termination liability will be transferred with the jurisdictional change of the Service.

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2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.11. Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate Switched Access Service is provided, all charges, including Non-Recurring Charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in Section 2.3.8 preceding will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

- A. For nonrecurring chargeable rate elements, multiply the percent intrastate use (1-PIU) times the quantity of chargeable elements times the intrastate Price List rate per element.
- B. For usage sensitive chargeable rate elements, multiply the percent intrastate use (1-PIU) times actual use (measured or Company assumed average use) times the intrastate rate. A similar calculation is then performed to determine the interstate portion of the bill.

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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. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for Service interruptions as set forth in Section 2.6 following is not applicable.
- 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.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.4. CUSTOMER EQUIPMENT AND CHANNELS

2.4.3. Interconnection of Facilities

- A. In order to protect the Company's facilities, personnel and the Services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's Service shall be such as not to cause damage to the facilities of the Company.
- B. 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.
- C. 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 of the other communications Carriers, which are applicable to such connections.

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2.4. CUSTOMER EQUIPMENT AND CHANNELS CONTINUED

2.4.4. Inspections

- A. Upon reasonable notification to 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 (10) 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.

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SECTION 2 – RULES AND REGULATIONS, Continued

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.

2.5.2. Taxes

Federal excise tax and state and local sales, use, and similar taxes and governmental fees are not included in the rates set forth in this Price List, and shall be billed as separate line items.

2.5.3. Deposits and Advance Payments

- A. The Company may, in order to safeguard its interests, require a Customer that has a proven history of late payments to the Company or does not have established credit to make a deposit prior to, or at any time after the provision of Service to the Customer, to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established credit and has no history of late payments to the Company.
- B. The Company may require a deposit from the Customer to protect against uncollectible accounts. The maximum amount of any deposit shall not exceed the equivalent of the Customer's estimated liability for two months usage.
- C. The Company will pay interest as specified by the Company on deposits held longer than 90 days, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund.

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2.5. PAYMENT ARRANGEMENTS, Continued

2.5.3. Deposits and Advance Payments, Continued

- D. At the option of the Company, the Company shall annually make either direct payment to the Customer of all accrued interest, or shall credit same to the Customer=s account.
- E. When a Service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the Service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- F. If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.
- G. To safeguard its interests, the Company may require a Customer to make an advance payment before Services and facilities are furnished. The advance payment will not exceed an amount up to two months of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS CONTINUED

2.5.4. Billing and Collection of Charges

- A. Company will, at its option, accept payment only by cash, cash equivalent, check or Electronic Funds Transfer.
- B. 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. Any known unbilled charges for prior periods and any known adjustments also will be applied to the current bill.
- C. All 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. 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.
- D. Payment for Services subsequently returned to Company by the Customer's financial institution for "Non-Sufficient Funds" or other reasons, or refused for any reason, will incur a nonrecurring charge of fifteen dollars (\$15) per Customer per payment returned or refused.
- E. When Service does not begin on the first day of the month, or end on the last day of the month, the Recurring Charge(s), if any, for the fraction of the month in which Service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- F. If a Service is Discontinued by the Company in accordance with Section 2.5.6 following and later restored, restoration of Service will be subject to all applicable installation charges.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.5. Billing Disputes

- A. The Customer shall notify the Company of any disputed items on an invoice within 30 days of receipt of the invoice.
- B. Customer is responsible for payment of all charges due, including disputed amounts, within 30 days of the date of the invoice, or service may be subject to Discontinuance.
- C. In the case of a dispute between the Customer and the Company for Service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:

- 1. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount.
- 2. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Commission for its investigation and decision. The name, address and telephone number(s) of the Commission are:

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

Toll Free: 1-800-342-3552

File Complaints online:

<http://www.psc.state.fl.us/apps/about/contact/information.aspx>

- D. After the dispute is settled, the Customer will be credited with any payments, in excess of those actually due the Company.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.6. Refusal and Discontinuance of Service by Company

- A. Upon nonpayment of any amounts, including deposits or advance payments, 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 thirty (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.
- E. Upon the Company's Discontinuance of Service to the Customer under Section 2.5.6.A or 2.5.6.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 that 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.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.6. Refusal and Discontinuance of Service by Company, Continued

F. Discontinuance Without Notice

The Company may Discontinue the furnishing of any and/or all Service(s) to Customer, without incurring any liability 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 also may refuse or Discontinue Service pursuant to this Subsection 2.5.6.F if:

1. the Customer refuses to furnish information to the Company regarding the Customer's creditworthiness, its past or current use of Common Carrier communications Services or its planned use of Service(s); or
2. the Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, past or current use of Common Carrier communications Services, or its planned use of the Company's Service(s); or
3. the Customer states that it will not comply with a request of the Company for a deposit or advance payment for Service(s) in accordance with Section 2.5.3 above; or
4. 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

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Fairfield, OH 45014

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SECTION 2 – RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.6. Refusal and Discontinuance of Service by Company, Continued

F. Discontinuance Without Notice, Continued

The Company also may refuse or Discontinue Service pursuant to this Subsection 2.5.6.F if:

5. The Customer uses, or attempts or use, Service with the intent to avoid the payment, either in whole or in part, of the Price List 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) By delivering calls to or accepting calls from the Company's End User locations over Company switched local exchange Services; or
 - (d) Continuing to have Company End Users presubscribed to the Customer; or
 - (e) Any other Fraudulent means or devices.
- G. Upon ten (10) days' written notice to the Customer of any sum thirty (30) days past due;
- H. Upon ten (10) days' written notice to the Customer, after failure of the Customer to comply with a request made by the Company for a deposit or advance payment, in accordance with Section 2.5.3. above.
- I. 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.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.7. Cancellation of Application for Service

Where the Customer or applicant Cancels an application for Service prior to receipt of Firm Order Confirmation (FOC), or prior to the start of special construction, no charge applies.

Where installation of Service has been started (after FOC) prior to the Cancellation, or special construction has begun, and 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. The special charges described will be calculated and applied on an Individual Case Basis.

2.5.8. Cancellation of Service By Customer

Customers desiring to Cancel Service shall provide Company thirty (30) days written notice of desire to Cancel Service.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.6. ALLOWANCES FOR INTERRUPTIONS IN SERVICE

- 2.6.1.** Except as provided in Section 2.6.4, interruptions in Service will be credited to the Customer as set forth in Section 2.6.5 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 Company.
- 2.6.2.** 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 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.
- 2.6.3.** Credit Allowances received by Company from the LEC for Off-Net facility outages that affect the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.6. ALLOWANCES FOR INTERRUPTIONS IN SERVICE, Continued

2.6.4. 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.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.6. ALLOWANCES FOR INTERRUPTIONS IN SERVICE, Continued

2.6.5. Application of Credits for Interruptions in Service

- A. Credits for interruptions in Service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of Service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions in Service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.
- D. Interruptions of 24 Hours or Less

Length of Interruption	Interruption Period to Be Credited
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

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SECTION 2 – RULES AND REGULATIONS, Continued

2.6. ALLOWANCES FOR INTERRUPTIONS IN SERVICE, Continued

2.6.5. Application of Credits for Interruptions in Service, Continued

E. Continuous Interruption Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

F. Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one-month period.

2.7. TRANSFERS AND ASSIGNMENTS

All Service provided under this Price List is directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of Service without the express prior written consent of the Company.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.8. NOTICES AND COMMUNICATIONS

- 2.8.1.** Delivery of calls to, or acceptance of calls from, the Company's End User locations over Company-switched local exchange Services constitutes an order by the Customer to purchase Switched Access Services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes an order of switched access by the Customer. In these cases, an invoice will be the first communication from the Company to the Customer. In other instances a Service Order may be used.
- 2.8.2.** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for Service shall be mailed.
- 2.8.3.** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for Service, to which the Customer shall mail payment on that bill.
- 2.8.4.** 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 first.
- 2.8.5.** 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.

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SECTION 2 – RULES AND REGULATIONS, Continued

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 Non-Recurring Charges for Services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below. 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).

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SECTION 3 – ORDERING OPTIONS FOR ACCESS SERVICE

3.1. ACCESS ORDERING

3.1.1. Customer may order switched access through a Constructive Order¹, as defined elsewhere in this Price List, or through an Access Service Request (ASR) as set forth below. The Company reserves the right to require that Services offered under this Price List be ordered using an ASR.

3.1.2. This section sets forth the regulations for Access Service Requests (ASR) for Switched Access Service, as defined in this Price List. 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 Premises 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.

¹ By originating traffic from or terminating traffic to the Company's Network, the Customer will have constructively ordered the Company's Switched Access Service.

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SECTION 3 – ORDERING OPTIONS FOR ACCESS SERVICE, Continued

3.2. ACCESS SERVICE DATE INTERVALS

3.2.1. 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 where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

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.

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SECTION 3 – ORDERING OPTIONS FOR ACCESS SERVICE, Continued

3.3. 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.

3.4. MINIMUM PERIOD OF SERVICE

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

3.4.1. 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.

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

3.4.2. When Access Service is Discontinued or Cancelled 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:

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

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SECTION 4 – SWITCHED ACCESS SERVICE

4.1. PROVISION OF SWITCHED ACCESS SERVICE

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 bunking facilities. Switched Access Service provides for the ability to originate calls from an End User's premises to a Customer's Premises (or a collocated interconnection location), and to terminate calls from a Customer's Premises (or a collocated interconnection location) to an End User's premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the Customer desires to originate or terminate calls.

4.2. CATEGORIES OF SWITCHED ACCESS SERVICE

4.2.1. Switched Access Service may be provided in one or more of the following Service categories, which are differentiated by their technical characteristics and the manner in which an End User or Customer accesses them when originating or terminating calls.

- A. Feature Group D ("FGD") Access, which is available to all Customers, provides Trunk side access to Company end office switches with an associated uniform 10XXX or 101XXXX Access Codes for the Customer's use in originating and terminating communications. End users may also originate calls to a selected FGD Access Customer by dialing 1 +NPA-NXX-XXXX when using the Company's Presubscription Service.
- B. FGD with 950 Access provides for the routing of originating calls, dialed using a 950-10XX or 950- 1XXX Access Code, to the FGD Customer using FGD signaling protocols and technical specifications. The Customer is responsible for distinguishing between standard FGD calls and 950-dialed calls delivered over the same Trunks.
- C. Toll Free 8XX Data Base Access Service, which is available to all Customers, provides Trunk side access to Company end office switches in the originating direction only, for the Customer's use in originating calls dialed by an End User to telephone numbers beginning with the prefix "800" or "888."

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100 Commercial Drive
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SECTION 5 – SWITCHED ACCESS RATES

5.1. GENERAL

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

- A. There are three types of rates and charges that apply to Switched Access Service:
 - 1. **Non-Recurring Charges:** One-time charges that apply for a specific work activity.
 - 2. **Recurring Charges:** Fixed charges apply each month and depend on the number and type of facilities in place.
 - 3. **Usage Charges:** Charges that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

5.2. RATE CATEGORIES

5.2.1. Switched Access Service

- A. There are several rate categories that apply to Switched Access Service:
 - 1. Blended Carrier Switched Access Originating
 - 2. Blended Carrier Switched Access Terminating
 - 3. Toll-Free 8XX Data Base Access Service
 - 4. Billing Name and Address Service
 - 5. Presubscription

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100 Commercial Drive
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SECTION 5 – SWITCHED ACCESS RATES, Continued

5.2. RATE CATEGORIES

5.2.1. Switched Access Service, Continued

B. The Company provides originating and/or terminating Switched Access Service through a single blended rate based on aggregate traffic volumes from the following cost categories:

1. *Common Line* - The Common Line cost category establishes the charges related to the use of Company-provided End User common lines by Customers and End Users for intrastate access.
2. *Switched Transport* - The Switched Transport cost 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.
3. *End Office Switching* - The End Office Switching cost 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 intercept operators or recordings.

5.2.2. 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.

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100 Commercial Drive
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SECTION 5 – SWITCHED ACCESS RATES, Continued

5.2. RATE CATEGORIES, Continued

5.2.3. Billing Name and Address Service

- A. Billing Name and Address (BNA) Service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company.
- B. BNA Service is provided for the sole purpose of permitting the Customer to bill its telephone communications service to its End Users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.
- C. The Customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.
- D. BNA Service, which allows Customers to submit the End User's ten-digit Automatic Number Identification (ANI) for returned End User BNA, is provided on both a manual and mechanized basis. On a manual basis, the BNA information may be requested by a written request (i.e., U.S. mail or facsimile). On a mechanized basis, the Customer initiated request for information is available through electronic data transmission. The Company, upon receipt of the Customer's request, will process the ANI. If the BNA information is available within the Company's billing records, the Company will produce a report of the associated BNA information in either paper or electronic data transmission media.
- E. BNA information is furnished for 10XXX or 101XXXX dialing, collect, bill to third number and messages charged to a calling card that is resident in the Company's database.

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SECTION 5 – SWITCHED ACCESS RATES, Continued

5.2. RATE CATEGORIES, Continued

5.2.4. Presubscription

- A. Presubscription is an arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) to access, without an Access Code, for interstate InterLATA calls subject to the Company's FCC access tariff. This IXC is referred to as the End User's Primary Interexchange Carrier (PIC). The End User may select as its PIC the Company, or any other IXC that orders originating Feature Group D Switched Access Service at the end office that serves the End User. After the End User's initial selection of a predesignated IXC, for any additional change in selection, a Non-Recurring Charge, as set forth in Section 5.3.6, applies.
- B. At the request of a new or existing End User served by a Feature Group D end office, the Company will provide a list of IXCs the End User may select as its PIC. At no additional charge for the initial selection, the Customer may choose either of the following options.
1. The Customer may designate an IXC as a PIC and dial 10XXX or 101XXXX to reach other IXCs; or
 2. The Customer may designate that they do not want to be presubscribed to any IXC and choose to dial 10XXX or 101 XXXX for all calls to all IXCs.

New End Users subscribing to the Company's Switched Access Service that do not specify a PIC will default to the Company as their initial PIC selection. Subsequent to the installation of Switched Access Service, and after the End User's initial selection of a PIC, for any additional change in selection, a nonrecurring charge as set forth below applies. This charge is billed to the End User or, upon request by the selected IXC, billed to the IXC on behalf of the End User.

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100 Commercial Drive
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SECTION 5 – SWITCHED ACCESS RATES, Continued

5.3. RATES AND CHARGES

5.3.1. Service Orders

[Reserved for Future Use]

5.3.2. Switched Access

	InterLATA	IntraLATA
Blended Originating	\$0.003157	\$0.003157
Blended Terminating	\$0.003157	\$0.003157

5.3.3. Interconnection Charge

[Reserved for Future Use]

5.3.4. Toll Free 8XX Data Base Access Service

[Reserved for Future Use]

5.3.5. Billing Name and Address Service

[Reserved for Future Use]

5.3.6. Presubscription

Authorized PIC Change
Per Telephone Exchange Service Line or Trunk \$9.99

5.3.7. Primary Interexchange Carrier Charge

Multi-Line Business, Per Line \$4.31

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100 Commercial Drive
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SECTION 5 – SWITCHED ACCESS RATES, Continued

5.3. RATES AND CHARGES, Continued

5.3.8. End User Common Line Charge

Primary residential line, per line	\$6.50
Additional residential line, per line	\$7.00
Single-line business, per line	\$6.50
Multi-line business, per line	\$9.20

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SECTION 6 – CONTRACTS AND INDIVIDUAL CASE BASIS ARRANGEMENTS

6.1. 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 that may be offered by the Company from time to time. Upon completion of any contractual arrangements entered into under this section, the Company will, if required by Commission rules and regulations, file additional Price List pages as an amendment to this Price List summarizing the Services, rates, terms, conditions, and duration of the contract, and will make the contract itself available to the Commission upon the Commission's request. The Company reserves the right to protection from public disclosure of proprietary information contained in such contracts as allowed under state law or Commission rules and regulations.

6.2. INDIVIDUAL CASE BASIS 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. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. Upon completion of any ICB arrangements entered into under this section, the Company will, if required by Commission rules and/or regulations, file additional Price List pages as an amendment to this Price List summarizing the Services, rates, terms, conditions, and duration of the contract, and will make the contract itself available to the Commission upon the Commission's request. The Company reserves the right to protection from public disclosure of proprietary information contained in such contracts as allowed under law.

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100 Commercial Drive
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SECTION 7 – CONNECTING COMPANY INTERCONNECTION

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SECTION 8 – ISP - BOUND TRAFFIC

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SECTION 9 – WIRELESS TERMINATION SERVICE

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