

COMITY COMMUNICATIONS, LLC

3816 Ingersoll Avenue
Des Moines, Iowa 50312

LOCAL EXCHANGE SERVICES PRICE LIST

This Price List contains the description, regulations and rates for the furnishing of local exchange and provided by Comity Communications, LLC, throughout the State of Florida. The principal offices of Comity are located at: 3816 Ingersoll Avenue, Des Moines, Iowa 50312. This Price List is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's place of business in Des Moines, Iowa.

Issued: October 28, 2010

Effective: October 29, 2010

CHECK SHEET

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

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

* - indicates those pages included with this filing

TABLE OF CONTENTS

	<u>Page</u>
Check Sheet	2
Table of Contents	3
Symbols	5
Price List Format	6
Application of Price List	7
SECTION 1 - Definitions	8
1.1 Definitions	8
SECTION 2 - Rules and Regulations	11
2.1 Undertaking of the Company	11
2.2 Liability of the Company	15
2.3 Allowances for Interruption in Service	18
2.4 Obligations of the End User	21
2.5 Cancellation of Service	29
2.6 Discontinuance of Service	30
2.7 Changes in Equipment and Services	32
2.8 Prohibited Uses	33
2.9 Assignment	34
2.10 License, Agency or Partnership	34
2.11 Proprietary Information	35
2.12 Waiver of Nonrecurring Charges	35
2.13 Contested Charges	35
SECTION 3 - Exchange Access Service	36
3.1 General	36
3.2 Primary Rate Interface Service	37
3.3 Port Wholesale Service	38
3.4 Basic Business Line Service	39
3.5 Direct Inward Dial (DID) Service	40

TABLE OF CONTENTS (Cont'd)

	<u>Page</u>
SECTION 4 - Miscellaneous Services	42
4.1 Operator Services	42
4.2 Service Implementation	44
4.3 Restoration of Service	44
4.4 Charges for Connecting or Changing Service	45
4.5 Custom Calling Service	46
 SECTION 5 - Special Arrangements	 48
5.1 Special Construction	48
5.2 Individual Case Basis (ICB) Arrangements	50
5.3 Promotions	50
 Section 6 - Service Territory	 51
6.1 Calling Areas	51

SYMBOLS

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

- D Deleted or Discontinued Material
- I Change Resulting in A Rate Increase.
- M Moved From Another Price List Location
- N New Material
- R Change Resulting In A Rate Reduction
- T Change In Text Only, No Change in Rate

PRICE LIST FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Price List. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the Commission follows in their Price List approval process, the most current sheet number on file with the Commission is not always the Price List page in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a Price List filing is made with the Commission, an updated check sheet accompanies the Price List filing. The check sheet lists the sheets contained in the Price List, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (*i.e.*, the format, etc., remains the same, just revised revision levels on some pages). The Price List user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

APPLICATION OF PRICE LIST

This Price List sets forth the service offerings, rates and terms and conditions of service applicable to the furnishing of intrastate transmission services by Comity Communications, LLC (“Comity” or “Company”) to Business End Users within the State of Florida.

Issued: October 28, 2010

Effective: October 29, 2010

SECTION 1 – DEFINITIONS**1.1 Definitions**

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

Advance Payment: Partial or all payment required before the start of service.

Authorized User: A person, corporation or other entity who is authorized by the Company's End User to utilize service provided by the Company to the End User. The End User is responsible for all charges incurred by an Authorized User.

Call: A communication attempt for which the complete address code (e.g. 0-, 911, or 10 digits) is provided to the Company's switch or equivalent facility.

Commission: Florida Public Service Commission.

Company or Comity: Comity Communications, LLC.

Customer of an Intrastate Telecommunications Service: A "Customer of an Intrastate Telecommunications Service" includes any person or entity who sends or receives an intrastate Telecommunications service transmitted to or from a Buyer across the Company's Network, without regard to whether and how much payment is tendered to either the Company or the Buyer for the intrastate Telecommunications service. Customer of an Intrastate Telecommunications Service may include, but is not limited to, conference call providers, chat line providers, calling card providers, call centers, help desk providers, and residential and/or business service subscribers.

End User or Subscriber: The term "End User" means any Customer of an Intrastate Service that is not a carrier except that a carrier other than a telephone company shall be deemed to be an "End User" when such carrier uses a Telecommunications service for administrative purposes and a person or entity that offers Telecommunications services exclusively as an End User shall be deemed to be an "End User" if all resale transmissions offered by such reseller originate on the premises of such reseller. Other carriers, including IXCs are not considered to be End Users under the terms of this Price List, unless the Company, at its sole discretion, consents to such classification in writing. An End User need not purchase any service provided by the Company.

SECTION 1 – DEFINITIONS (Cont'd)**1.1 Definitions (Cont'd)**

Individual Case Basis or ICB: An arrangement whereby the terms, conditions, rates, charges and/or services are developed or modified based on the specific and unique circumstances of the End User's situation. ICB specialized rates, services or charges will be made available to similarly situated End Users on a non-discriminatory basis.

Interexchange Carrier (IXC): Any individual, partnership, association, joint-stock company, trust, governmental entity, corporation or any other entity engaged in the provision of intrastate, interstate or international communication for hire by any means between two or more exchanges.

Interruption: The inoperability of the subscriber line due to Company facilities malfunction or human error.

Late Payment Fee: An amount computed as 1.5% of the unpaid balance per month or portion thereof for the period from the due date of any bill until the payment is received.

Network: Refers to the Company's facilities, equipment, and services provided under this Price List. The Company may provide and own its own facilities, equipment or services, or may obtain and use those of other providers.

Nonrecurring Charge: A one-time charge or special fee, generally applied to activities associated with the installation or establishment of services, facilities, or equipment, construction, rearrangements, and/or optional features and functions.

Point of Presence: A physical place where an End User or carrier has a presence for network access.

SECTION 1 – DEFINITIONS (Cont'd)**1.1 Definitions (Cont'd)**

Presubscription: An arrangement whereby an End User selects and designates to the Company or other local exchange carrier an IXC that the End User wishes to use, without dialing an access code, for making long-distance Calls. The selected IXC is referred to as the Presubscribed Interexchange Carrier (PIC).

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

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

Service Order: The written request for Network Services executed by the End User and the Company in the format devised by the Company. The signing of a Service Order by the End User and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Price List, but the duration of the service is calculated from the Service Commencement Date. A Service Order may be made orally.

Telecommunications: The transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

2.1.1.1 The services of the Company consist of the furnishing of one-way and/or two-way telecommunication and information transmission services to business End Users throughout the State of Florida pursuant to this Price List.

2.1.1.2 The services offered herein may be used for any lawful purpose, including business, governmental or other use. There are no restrictions on sharing or resale of the Company’s services. However, the End User remains liable for all obligations under this Price List notwithstanding such sharing or resale and regardless of the Company’s knowledge of same. The Company shall have no liability to any person or entity other than the End User. If service is jointly ordered by more than one End User, each is jointly and severally liable for all obligations herein.

2.1.1.3 Company 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 any Price Lists of such other communications carriers which are applicable to such connections.

2.1.1.4 No Waiver

No term or provision in this Price List shall be waived, unless such waiver or consent is in writing and signed by the Company and the End User to which it is attributed. No consent by the Company or End User, as applicable, to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to or waiver of, any subsequent breach or default.

2.1.1.5 Partial Invalidity

If any provision of this Price List shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render the terms of this Price List unenforceable, but rather this Price List shall be construed as if not containing the invalid or unenforceable provision.

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.2 Shortage of Equipment or Facilities

2.1.2.1 The Company reserves the right to limit or to allocate the use of its existing and future facilities when necessary because of a lack of facilities or due to any cause beyond the Company's 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 civil or military authority; national emergencies; insurrections, riots, wars; acts of unaffiliated third parties; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

2.1.2.2 The furnishing of service under this Price List is subject to the availability on a continuing basis of all facilities necessary to provide the service. Services will be provided using the Company's data transport facilities, as well as, from time to time and at the sole discretion of the Company, facilities the Company may obtain from other carriers.

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Ownership of Facilities

Title to all facilities and equipment, and related plans and proposals, provided by Company in furnishing service in accordance with this Price List remains in the Company, its agents or contractors. End User shall not have, nor shall it assert, any right, title or interest in the facilities and associated equipment, plans or proposals provided by the Company. Such facilities and equipment, plans and proposals shall be returned to the Company by the End User whenever requested, within a reasonable period (but in any event not more than fifteen (15) days following the request), in as good condition as reasonable wear will permit.

2.1.4 Governmental Authorizations

The provision of the Company's services is subject to and contingent upon the Company obtaining and retaining all governmental authorizations that may be required or be deemed necessary by Company. Such authorizations may include but are not limited to governmental approvals, consents, licenses, franchises, and permits. Company shall use reasonable efforts to obtain and keep in effect all such governmental authorizations. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring its facilities and/or services into conformance with any requirement or request of the Federal Communications Commission or other federal, state or local governing entity or agency. End User shall fully cooperate in and take any action as may be requested by Company to comply with such governmental requirement.

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Rights-of-Way

Where economically feasible (in the sole opinion of the Company), Company shall use reasonable efforts to obtain and maintain, directly or through third parties, rights-of-way necessary for installation of the facilities used to provide Company's services to End User's property line, building entrance, or other service point as agreed to by Company. End User's use of such rights-of-way shall in all respects be between the Company and such third parties relating thereto, and shall not be subject to regulation or restriction.

2.1.6 Customer Service

The Company's customer service representatives for billing and service inquiries may be reached, toll free at (866) 646-5232. End Users wishing to communicate with the Company in writing may send correspondence to 3816 Ingersoll Avenue, Des Moines, Iowa 50312.

2.1.7 Term of Service

The minimum term of service under this Price List is one month. Service is provided 24-hours per day, 7-days per week. For purposes of this Price List, a month is considered to have 30 days.

SECTION 2 – RULES AND REGULATIONS (Cont'd)**2.2 Liability of the Company**

- 2.2.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, outages, omissions, interruptions, delays, errors, or other defects, representations, failures arising out of the use of these services or failure to furnish service, whether caused by act, omission or negligence, shall be limited to the extension of allowances as set forth in section 2.3 of this Price List captioned: "Allowances for Interruptions in Service." The extension of such allowances for interruption shall be the sole remedy of the End User, 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 End User as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.2.2 The Company shall not be liable for any delay or failure of performance of 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 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 civil or military authority; national emergencies; insurrections, riots; wars; acts of unaffiliated third parties; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.2.3 The Company shall not be liable for any act, omission or defect of any entity furnishing to the Company or to the End User facilities or equipment used for or with the Company's services; or for the acts or omissions of common carriers or warehousemen.

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.2 Liability of the Company (Cont'd)

- 2.2.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the End User or due to the failure or malfunction of End User provided equipment or facilities.
- 2.2.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The End User indemnifies and holds the Company harmless from any liability whatsoever, and for any damages caused or claimed to have been caused in any way, directly or indirectly, as a result of any such installation.
- 2.2.6 The Company is not liable for any defacement of or damage to End User's premises resulting from the furnishing of services or equipment or the installation or removal thereof, unless such defacement or damage is caused by the willful misconduct of the Company's employees or agents.
- 2.2.7 The Company shall be indemnified, defended and held harmless by the End User against any claim, loss or damage arising from End User's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the End User's use of the Company's facilities.
- 2.2.8 The Company's entire liability, if any, for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by End User for the specific services giving rise to the claim. Any claim, action or proceeding against the Company which is not filed or commenced within one (1) year after the earlier of: (a) the rendering of the service, or (b) the occurrence of the event with respect to which such claim arose, shall be deemed waived if not brought within such one year period.

SECTION 2 – RULES AND REGULATIONS (Cont'd)**2.2 Liability of the Company (Cont'd)**

- 2.2.9 The Company's entire liability to any person for the interruption or failure of 911 service or E911 service shall be limited to the terms set forth as follows. The Company shall not be liable for damages resulting from or in connection with 911 service or E911 service or identification of the telephone number, address, or name associated with any person accessing such services, unless the Company acted with malicious purpose or in a manner exhibits wanton and willful disregard of human rights, safety or property in providing such services. The Company shall not be liable to any person or entity for any damages whatsoever resulting from or in connection with the provision of access to E911 service during the temporary denial of a residential subscriber service for non-payment.
- 2.2.10 Each End User agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the End User or any other party or person, 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 End User or others, or not any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of 911 service features and the equipment associated therewith, by any service which are, or may be, furnished by the Company in connection therewith, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services hereunder, and which arise out of the negligence or other wrongful act of the Company, the End User, its Authorized Users, its user agencies or municipalities or employees or agents of any one of them.
- 2.2.11 In the event parties other than End User, including but not limited to joint users and End User's customers, shall have use of the Company's service directly or indirectly through End User, then End User agrees to forever indemnify and hold the Company harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to the Company's furnishing of service.
- 2.2.12 Failure by the Company to assert its rights pursuant to one provision of this Price List does not preclude the Company from asserting its rights under other provisions.
- 2.2.13 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

SECTION 2 – RULES AND REGULATIONS (Cont'd)**2.3 Allowances for Interruptions in Service**

A credit allowance will be given for interruptions of service, which are 30 minutes or longer in duration, subject to the provisions of this section.

2.3.1 Credit for Interruptions

2.3.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Price List. An interruption in service is considered to exist when a circuit, service or facility is unusable to the End User.

2.3.1.2 A credit allowance will be made for interruption periods lasting 30 minutes or longer. An interruption period begins when the End User reports a circuit, service or facility to be interrupted and releases it for testing and repair. An interruption period ends when the circuit, service or facility is operative. If the End User reports an interruption but declines to release the circuit, service or facility for testing and repair, no interruption period will be deemed to exist.

2.3.1.3 A credit allowance is applied on a *pro rata* basis, dependent on the duration of the interruption, against the monthly recurring charges or the month-end billing charges payable by End User under this Price List, and shall be expressly indicated on the next End User bill. Only those facilities on an interrupted portion of a circuit or service will receive a credit.

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.3 Allowances for Interruptions in Service (Cont'd)

2.3.1 Credit for Interruptions (Cont'd)

2.3.1.4 For calculating credit allowances, every month is considered to have 30 days. A credit allowance will be calculated for any service interruption lasting 30 minutes or longer on the basis of the proportion of interrupted minutes to total monthly minutes.

2.3.2 Limitations on Allowances

No credit allowance will be made for:

2.3.2.1 interruptions due to noncompliance with this Price List on the part of the End User, Authorized User, or other common carrier providing service connected to the service of the Company;

2.3.2.2 interruptions due to the negligence of any person other than the Company, including but not limited to the End User, other user, or other common carriers connected to the Company's facilities;

2.3.2.3 interruptions due to the failure or malfunction of non-Company equipment;

2.3.2.4 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;

2.3.2.5 periods of impaired service during which the End User continues to use the service;

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.3 Allowances for Interruptions in Service (Cont'd)

2.3.2 Limitations on Allowances (Cont'd)

- 2.3.2.6 interruptions of service during any period when the End User has released service to the Company for maintenance purposes or for implementation of a End User order for a change in service arrangements;
- 2.3.2.7 interruptions of service during scheduled maintenance, after reasonable notice to End User;
- 2.3.2.8 interruptions of service resulting from the failure, malfunction or removal or facilities, power or equipment provided by the End User;
- 2.3.2.9 interruptions of service due to circumstances or causes beyond the control of Company, or interruptions the credit allowance for which would amount to less than one dollar.

SECTION 2 – RULES AND REGULATIONS (Cont'd)**2.4 Obligations of the End User**

2.4.1 Scope

The obligations of the End User shall include the following:

- 2.4.1.1 End User shall be responsible for any damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the End User, or its employees, agents, contractors or suppliers, by End User's noncompliance with this Price List, by malfunction or failure of any equipment or facility provided by End User or its agents, employees or suppliers, or by fire, theft or other casualty on the End User's premises, unless caused by the gross negligence or willful misconduct of Company's employees or agents.
- 2.4.1.2 End User shall provide at no cost to, and, as specified from time to time by the Company, any personnel, equipment, space, power, heating and air conditioning needed to operate, and maintain a proper operating environment for, Company facilities and equipment installed on the End User's premises. End User shall cooperate with Company in choosing the location, size and characteristics of the Company's equipment space on End User's premises, which shall define the point of termination of Company's service. End User may be required to pay, in the sole discretion of the Company, additional non-recurring charges for any additional points of termination within End User's premises.
- 2.4.1.3 End User shall obtain, maintain, and otherwise have full responsibility for all rights-of-way and conduit necessary for installation of Company facilities from the building entrance or property line to the location of Company's equipment space on the End User's premises. Any costs associated with obtaining and maintaining the rights-of-way described herein, including any necessary building modification costs, shall be borne entirely by the End User. End User shall also be responsible for complying with all applicable laws, and obtaining all required permits or other approvals related to the location and installation of Company facilities and equipment in the End User's premises or within the rights-of-way for which the End User is responsible. The End User and the Company may mutually agree to enter into a contract under which Company will provide some or all such non-regulated services and facilities.

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.4 Obligations of the End User (Cont'd)

2.4.1 Scope (Cont'd)

2.4.1.4 End User shall provide a safe place to work and be responsible for complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents install or maintain the Company's facilities and equipment. The End User shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to, during and after any construction or installation work. End User may be required to install and maintain Company facilities and equipment if, in the Company's opinion, the equipment space provided by the End User is a hazardous area.

2.4.1.5 End User shall grant or obtain permission for Company employees or agents to enter the premises of the End User at any time for the purpose of installing, inspecting, maintaining, repairing, or removing the facilities or equipment of the Company and/or inspecting End User provided equipment which is connected to Company's facilities.

SECTION 2 – RULES AND REGULATIONS (Cont'd)**2.4 Obligations of the End User (Cont'd)**

2.4.1 Scope (Cont'd)

2.4.1.6 End User shall be responsible for the provision, operation and maintenance of any End User -provided terminal equipment connected to Company equipment and facilities, and for ensuring that such End User provided equipment is compatible with Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company equipment, facilities and wiring by such End User provided equipment shall be such as not to cause damage to Company's equipment, facilities and wiring or injury to Company's employees or to other persons. Upon Company's request, End User will submit to Company a complete manufacturer's specification sheet for each item of End User provided equipment that is or is proposed to be attached to Company's facilities. Company may provide, at the End User's expense, any additional protective equipment required in the sole opinion of the Company, to prevent damage or injury resulting from the connection of any End User provided equipment.

2.4.1.7 End User warrants that the services ordered pursuant to this Price List are intrastate in nature.

2.4.1.8 End User shall cooperate with Company to plan, coordinate and undertake any actions required to maintain maximum network capability following natural or man-made disasters, which affect telecommunications services.

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.4 Obligations of the End User (Cont'd)

2.4.2 Payments

Obligations of the End User with regard to payments shall include:

- 2.4.2.1 End User shall be responsible for payment of all applicable charges pursuant to this Price List for facilities and service furnished to the End User or to authorized or joint users or to the End User's customers. Company's services are provided on a "take or pay" basis, that is, End User is responsible for the applicable charges for services as ordered, whether or not End User actually uses all or part of those services or capacity.
- 2.4.2.2 Company shall endeavor to render bills monthly, unless the End User agrees to a different billing interval in accordance with Commission Rules.
- 2.4.2.3 End User shall pay all sales, use, excise, access, bypass or other local, state and Federal taxes, fees (including franchise fees), charges or surcharges, however designated, imposed on or based on the provision, sale or use of the Company's services, excluding gross receipts taxes and taxes on the Company's net income, unless otherwise agreed to in writing, pursuant to an ICB contract, the terms of which are available to similarly situated End Users. Such taxes, fees and surcharges shall be separately stated on the End User's invoice.

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.4 Obligations of the End User (Cont'd)

2.4.2 Payments (Cont'd)

2.4.2.4 End User shall pay outstanding charges in full within 30 days of the invoice date. Charges not paid by End User within 30 days, or paid in funds not immediately available to the Company, shall be subject to interest at a rate of 1.5% or the highest rate permitted by the Commission unless otherwise agreed by the Company or required by law. Charges normally will be invoiced in advance, with monthly recurring charges invoiced on or about the first of the month for which the charges apply. In the event of a Company billing error or omission, End User shall be responsible for any back billing invoiced by the Company within 2 years of the original date of service.

2.4.2.5 End User agrees that Company may conduct an independent verification of End User's financial condition at any time, and End User agrees to promptly supply such financial information as may be reasonably requested by Company. If, in the sole opinion of the Company, a End User presents an undue risk of nonpayment at any time the Company may require that End User pay its bills within a specified number of days, pay in advance of the furnishing or continuation of any service, and/or make such payments in cash or the equivalent of cash.

2.4.2.6 If required by the Company, End User shall make an advance payment before services are furnished, which advance payment will be credited to the End User's initial bill. Company may, in its sole discretion, require such an advance payment, which may be in addition to a deposit.

SECTION 2 – RULES AND REGULATIONS (Cont'd)**2.4 Obligations of the End User (Cont'd)****2.4.2 Payments (Cont'd)****2.4.2.7 Deposits for Business End Users**

To safeguard its interests, the Company may require an End User to make a deposit to be held as a guarantee for the payment of charges. A deposit may be requested prior to providing Service(s) or at any time after the provision of a Service to the End User. A deposit does not relieve the End User of the responsibility for the prompt payment of bills as provided for in this Price List. The deposit for Business End Users will not exceed an amount equal to:

two months' charges for a Service or facility which has a minimum payment period of one month; or

the charges that would apply for the minimum payment period for a Service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

- A. A deposit may be required in addition to an Advance Payment.
- B. When a Service is discontinued, the amount of a deposit, if any, will be applied to the End User's account and any credit balance remaining will be refunded. Before the Service is discontinued, the Company may, at its option, return the deposit or credit it to the End User's account.
- C. Simple Interest shall accrue on a deposit and shall be paid at the time the deposit is either refunded or applied to the End User's final bill for service. Simple Interest will be applied for the month or portion of a month from the date the End User deposit is received by the Company to and including the date such deposit is credited to the End User's account or the date the deposit is refunded by the Company.
- D. Such a deposit may be refunded or credited to the End User's account after a one-year prompt-payment record is established.

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.4 Obligations of the End User (Cont'd)

2.4.2 Payments (Cont'd)

2.4.2.8 Deposits for Residential End Users

Deposits from Residential End Users will be treated in accordance with F.A.C. 25-4.109.

2.4.2.9 For the avoidance of doubt and notwithstanding any other provision in this Price List or other customer service agreement or arrangement, including but not limited to Meet Point Billing arrangements, in addition to service charges imposed by Comity for the Service, the End User shall be responsible for and reimburse Comity for any and all charges, fees, assessments of any kind or nature, including but not limited to interstate and intrastate switched access charges, imposed by any third party (collectively “Third Party Charges”) upon Comity relating to usage incurred by the End User in connection with the Services. The End User hereby indemnifies Comity for all Third Party Charges and agrees to defend and hold Comity harmless for all damages, losses, claims or judgments arising out any Third Party Charges.

2.4.2.10 If an End User pays a bill as submitted by the Company, and the billing is later found to be incorrect due to an error either in charging more than the published rate, in measuring the quantity or volume of service provided, or in charging for the incorrect class of service, the Company will refund the overcharge with interest from the date of overpayment at the rate of interest to be paid on deposit, as set by the Commission.

2.4.2.11 The due date printed on the monthly bill may not be less than twenty-one (21) days after the date of the postmark on the bill, if mailed, or the date of delivery as shown on the bill if delivered by other means.

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.4 Obligations of the End User (Cont'd)

2.4.3 Indemnification

With respect to any service or facility provided by the Company, or otherwise in the event of End User's breach of any of the provisions of this Price List, End User shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for:

2.4.3.1 any loss, destruction or damage to property of the Company or any third party, or the death or injury of any person, to the extent caused by or resulting from the negligent or intentional act or omission of the End User, its employees, agents, representatives or invitees.

2.4.3.2 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 End User, including, without limitation, use of the Company's services and facilities in a manner not contemplated by this Price List or any agreement between End User and Company.

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.5 Cancellation of Service

If End User cancels a service order or terminates service before the completion of the term of service specified in the service order for any reason, End User agrees to pay to Company all costs, fees and expenses incurred by Company in connection with construction and with such termination. In addition, End User may be liable for termination charge up to a maximum amount equal to the total of charges applicable for the remaining term specified in the service order.

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.6 Discontinuance of Service

2.6.1. The Company may discontinue service to a End User by mailing a written notice of discontinuance substantially in the form of Appendix A to 83 Ill. Admin. Code § 735. Service will not be discontinued until at least five (5) days after delivery of the termination notice, or eight (8) days after the postmark date on a mailed notice. Said notice will not be mailed to the End User until three (3) business days after following the due date shown on the bill. This termination notice will remain effective for twenty (20) days after the date of discontinuance shown in the notice, after which time a new written notice of discontinuance must be sent to the End User in accordance with the same procedures. In addition to the written notice, the Company will attempt to advise the End User when service is scheduled for discontinuance.

SECTION 2 – RULES AND REGULATIONS (Cont'd)**2.6 Discontinuance of Service (Cont'd)**

- 2.6.2 If End User violates any other material term or condition for the furnishing of service or any law, rule or regulation governing the services provided hereunder, and such violation continues for five business days after written notice thereof to End User, Company may discontinue or suspend service, refuse additional applications for service and/or refuse to complete any pending orders for service without incurring any liability, and/or pursue any other remedies as may be provided at law or in equity. End User hereby waives such five business-day notice requirement in the case of any violation which, in the sole opinion of the Company, if allowed to continue may result in damage to property, injury or death of any person, or impairment of the operation of Company's facilities or which may otherwise expose Company to civil or criminal liability.
- 2.6.3 Upon the Company's discontinuance of service to the End User under section 2.6.1 or 2.6.2, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provisions of this Price List, may declare all future monthly and other charges which would have been payable by the End User during the remainder of the term of service specified in the service order to be immediately due and payable.
- 2.6.4 Upon the End User filing for bankruptcy or reorganization or failing to discharge an involuntary petition therefore within the time permitted by law, or an assignment for the benefit of creditors, appointment of a trustee or receiver or similar event with respect to End User, the Company may, in addition to any other remedy available at law or in equity, immediately discontinue or suspend service, refuse additional applications for service and/or refuse to complete any pending orders for service without incurring any liability.
- 2.6.5 Access to 911 will be maintained during temporary disconnections for non-payment of a residential End User's local service.

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.6 Discontinuance of Service (Cont'd)

2.6.6 Upon condemnation of any significant portion of the facilities or associated equipment used by the Company to provide service to End User or if a casualty renders all or any significant portion of such facilities or equipment inoperable beyond feasible repair, the Company may discontinue or suspend service, refuse additional orders for service and/or refuse to complete any pending orders for service upon notice to End User, without incurring any liability.

2.6.7 Upon any governmental prohibition or required alteration of the services provided or ordered, or any violation of an applicable law or regulation, the Company may immediately discontinue or suspend service, refuse additional applications for service and/or refuse to complete any pending orders for service without incurring any liability.

2.7 Changes in Equipment and Services

2.7.1 Company may substitute, change or rearrange any equipment, facility or system used in providing services at any time and from time to time, but shall not thereby materially alter the technical parameters of the services provided pursuant to End User's service order.

2.7.2 End User shall not cause or allow any facility or equipment of Company to be rearranged, moved, disconnected, altered or repaired without Company's prior written consent.

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.7 Changes in Equipment and Services (Cont'd)

2.7.3 Upon receipt of a written request from End User, Company will add, delete or change locations or features of specific circuits and/or equipment. End User shall be liable for nonrecurring charges for such changes. If a request for deletion of a service represents a cancellation prior to the applicable term of service, End User will be subject to Company's termination charges.

2.8 Prohibited Uses

2.8.1 The services Company provides shall not be used for any unlawful purpose or for any use with respect to which End User has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by End User.

2.8.2 End User shall not use the Company's service offerings for resale and/or for shared use unless, if requested to do so by Company, End User has first demonstrated that such use complies with relevant laws, regulations, policies, orders, decisions and other governmental or legal requirements.

2.8.3 End User may not use Company's services so as to interfere with or impair any other service or impair the privacy of any communications over any of Company's facilities and associated equipment or over the facilities and equipment of any other communications carrier connected to Company's facilities.

2.8.4 End User shall not use or allow the use of Company's facilities or equipment installed at the End User's premises for any purpose other than that for which the Company provides it, without the prior written consent of the Company.

SECTION 2 – RULES AND REGULATIONS (Cont'd)**2.9 Assignment**

- 2.9.1 Company may, without obtaining any further consent from End User, assign any of its rights, privileges or obligations under this Price List to any subsidiary, parent company or affiliate of Company; pursuant to any sale or transfer of substantially all the business of Company; or pursuant to any financing, merger or reorganization of Company.
- 2.9.2 End User may, upon prior written consent of Company, assign its rights, privileges or obligations under this Price List to any subsidiary, parent company or affiliate of End User; pursuant to any sale or transfer of substantially all the business of End User; or pursuant to any financing, merger or reorganization of End User. Any attempt of End User to make any assignment, transfer, or disposition of its rights, privileges or obligations under this Price List without the consent of Company shall be null and void.

2.10 License, Agency or Partnership

No license, express or implied, is granted by Company to End User by virtue of an agreement for the furnishing of service hereunder. Neither End User nor any Authorized Users shall represent or otherwise indicate to its customers or others that the Company jointly participates in the End User's joint user's services. The relationship between Company and End User shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement, unless such relationship or agreement is expressly agreed to in writing by both Company and End User.

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.11 Proprietary Information

Neither Company nor End User or any Authorized User shall disclose any plans, drawings, trade secrets or other proprietary information of the other party which is made known in the course of the furnishing of service hereunder, except as may be required by law, without prior written consent.

2.12 Waiver of Nonrecurring Charges

Company reserves the right to waive nonrecurring charges for moves, additions, and deletions.

2.13 Contested Charges

All bills are presumed accurate, and shall be binding on the End User unless objection is received by the Company. In the event that a billing dispute between the End User and the Company for service furnished to the End User cannot be settled with mutual satisfaction, the End User may take the following course of action:

- 2.13.1 First, the End User may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to late fees and/or disconnection.)
- 2.13.2 Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the End User may file an appropriate complaint with the Florida Public Service Commission. The address of the Commission is:

Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850
Telephone – 850-413-6100
Inquiries and Complaints – 800-342-3552
TTY – 800-955-8771
FAX – 800-511-0809

SECTION 3 – EXCHANGE ACCESS SERVICE**3.1 General**

Exchange Access Service provides a End User with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

- (A) receive Calls from other stations on the public switched telecommunications network;
- (B) access other services offered by the Company as set forth in this Price List;
- (C) access certain interstate and international calling services provided by the Company;
- (D) access (at no additional charge) the Company's operators and business office for service related assistance;
- (E) access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- (F) access services provided by other common carriers that purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or that maintain other types of traffic exchange arrangements with the Company.

Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the End User's premises.

The following Exchange Access Services are offered:

- Primary Rate Interface Service
- Port Wholesale Service
- Basic Business Line Service
- Direct-Inward-Dialing (DID)

SECTION 3 – EXCHANGE ACCESS SERVICE (Cont'd)

3.2 Primary Rate Interface Service

Primary Rate Interface Service (PRI) provides an ISDN based, DS1 access to the telecommunications network and includes the flexibility of integration of multiple voice and/or data transmission channels on the same line. The service will provide connectivity between ISDN compatible CPE and a serving central office. The basic channel structure for PRI Service is twenty-three 64 Kbps B-Channels and one 64 Kbps D-Channel. The End User has the option to activate up to 23 B-Channels on the first PRI Service arrangement and up to 24 channels on additional PRI Service arrangements. A Digital Data Only option and an Inward Data Option are also available. The 23 B-Channels can be used to connect the End User's CPE to the Public Circuit Switched Network, e.g., outward, inward and 2-way network access. Calling Number Delivery, Called Number Delivery, and Hunting functionality are inherent to this service. Telephone numbers for use on PRI Service are available. One Primary Directory Listing will be furnished at no charge for each PRI service B-Channel. Additional listings can be obtained. PRI Service provides capability for the transmission of digital signals only. Clear Channel Capability and Extended Superframe Format are inherent to the service.

Rates

The following non-recurring and monthly recurring rates apply:

	<u>Non-Recurring Charge</u>	<u>Monthly Recurring Charge</u>
PRI Facility	\$2,000	\$1,500

SECTION 3 – EXCHANGE ACCESS SERVICE (Cont'd)

3.3 Port Wholesale Service

Company offers port wholesale services to provide high-speed data transmission. These services are available to business subscribers. Services may be offered by the Company via its own facilities and/or the facilities of other carriers.

Port wholesaling is a technology that provides large bandwidth users with data switching capability at the network level, allowing them to acquire capacity as required without investing in data switching equipment. Port wholesaling gives Comity the ability to provide data switching to Internet service providers by allowing data Calls to be terminated through the port wholesale equipment rather than the switch. This enables the Internet service provider to more cost effectively manage its data requirements.

Rates

Services are subject to service order and service change charges where the End User requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges.

Monthly rates per port apply as follows:

<u>Port Wholesale Service</u>	<u>Monthly Recurring</u>
Per Port:	\$35.00

SECTION 3 – EXCHANGE ACCESS SERVICE (Cont'd)

3.4 Basic Business Line Service

Basic Business Line Service allows the End User to an unlimited number of messages to all exchange access lines within the Company's local exchange areas. Features may be added at an additional cost.

Per Individual Business Line, per month	\$75.00
Per Line, Multi-Line Business Line, per month	\$95.00

SECTION 3 – EXCHANGE ACCESS SERVICE (Cont'd)**3.5 Direct Inward Dial (DID) Service****3.5.1 General**

DID Service provides a Customer with a local voice grade telephonic communications channel to receive incoming voice or data calls to local telephone numbers assigned to the Customer. DID Service transmits the dialed digits for all incoming calls, allowing the Customer's incoming calls to be routed as required by the Customer to the Customer Premises.

DID Service may be provided in conjunction with non-regulated services (including but not limited to ESP services) offered by the Company pursuant to contract. Charges for DID Service apply in addition to: (i) dedicated or switched transport charges (including but not limited to charges for IP transport or those charges associated with Foreign Exchange service) and/or (ii) any conversion of protocol that may be required for delivery to the Customer Premises as part of any Enhanced Service.

To the extent that contractual rates for DID Service differ from those set forth in Section 3.5.3 below, they will be subjected to the terms of the Individual Case Basis arrangements as set forth in Section 5.2 of this Price List.

3.5.2 Service Eligibility, Restrictions and Limitations

Connectivity to E911, operator services and directory assistance is not supported by DID Service.

The Company reserves the right to provision DID service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements.

The Company, at its sole discretion, reserves the right to limit the quantity of DID number blocks a Customer may obtain. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign DID numbers.

SECTION 3 – EXCHANGE ACCESS SERVICE (Cont'd)

3.5 Direct Inward Dial (DID) Service (Cont'd)

3.5.2 Service Eligibility, Restrictions and Limitations (Cont'd)

The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business.

3.5.3 Rates and Charges

The following rates apply to DID Service:

	Nonrecurring	Annual Recurring
Single DID Number	N/A	\$0.25
20 or more DID Numbers, per number	N/A	\$0.10

SECTION 4 – MISCELLANEOUS SERVICES**4.1 Operator Services**

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call: This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call: This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Person-to-Person: This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

Third Party Billed: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

SECTION 4 – MISCELLANEOUS SERVICES (Cont'd)

4.1 Operator Services (Cont'd)

4.1.1 Local Usage Charges

Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call.

4.1.2 Per Call Service Charges

Customer Dialed Calling Card	\$0.75
Operator Dialed Calling Card	\$2.50
Operator Assisted	
Collect	\$2.50
3rd Party Billed	\$2.50
Person-to-Person	\$4.50

SECTION 4 – MISCELLANEOUS SERVICES (Cont'd)

4.2 Service Implementation

4.2.1 Description

Absent a promotional offering, service implementation charges will apply to new service orders or to orders to change existing service.

4.2.2 Rates

	Non-Recurring
per service order	\$125.00

4.3 Restoration of Service

4.3.1 Description

A restoration charge applies to the re-establishment of service and facilities suspended because of nonpayment of bills and is payable at the time that the re-establishment of the service and facilities suspended is arranged for. The restoration charge does not apply when, after disconnection of service, service is later re-established.

4.3.2 Rates

	Non-Recurring
per occasion	\$125.00

SECTION 4 – MISCELLANEOUS SERVICES (Cont'd)

4.4 Charges for Connecting or Changing Service

	<u>Non-Recurring</u>
Line Connection Charge Applies per exchange access line or trunk,	
First Line	\$125.00
Additional Line (each)	\$35.00
Line Change Charge Applies per exchange access line or trunk	
First Line	\$92.00
Additional Line (each)	\$25.00
Secondary Service Charge Applies per End User request	
Each	\$40.00
Premises Work Charge First 15-minute increment or fraction thereof	
Per increment	\$60.00
Each Additional 15-minute increment or fraction thereof	
Per increment	\$20.00

SECTION 4 – MISCELLANEOUS SERVICES (Cont'd)

4.5 Custom Calling Service

4.5.1 Rates

Business/Business PBX

Individual Features:

	<u>Monthly</u>
(a) Call Waiting	\$15.00
(b) Call Forwarding Variable	\$15.00
(c) Three-Way Calling	\$15.00
(d) Speed Calling (8-code)	\$15.00
(e) Speed Calling (30-code)	\$15.00
(f) Call Forwarding Busy Line	\$15.00
(g) Call Forwarding Don't Answer	\$15.00
(h) Call Forwarding Don't Answer - Ring Control	\$15.00
(i) End User Control of Call forwarding Busy Line	\$15.00
(j) End User Control of Call Forwarding Don't Answer	\$15.00
(k) Call Forwarding Busy Line Multipath or End User Control of Call Forwarding Busy Line Multipath	\$15.00
(l) Call Forwarding Don't Answer Multipath or End User Control of Call Forwarding Don't Answer Multipath	\$15.00
(m) Call Forwarding Variable Multipath or Remote Access- Call Forwarding Variable Multipath	\$15.00
(n) Remote Access - Call Forwarding Variable	\$15.00

SECTION 4 – MISCELLANEOUS SERVICES (Cont'd)

4.5 Custom Calling Service (Cont'd)

4.5.1 Rates (Cont'd)

Business/Business PBX Individual Features:		<u>Non-Recurring</u>	<u>Monthly</u>
(o)	Call Return Call Return (per use)	\$6.00	
(p)	Repeat Dialing Repeat Dialing (per use)	\$7.00	
(q)	Call Selector (per line)		
(r)	Preferred Call Forwarding (per line)		\$12.00
(s)	Call Block (per line)		\$14.00
(t)	Call Tracing (per line) Per line		\$14.00
	Per Successful Trace (non-subscription) N/A		
(u)	Caller ID (per line) Caller ID - Calling Number Delivery		\$20.00
(v)	Calling Number Delivery Blocking - Permanent Per line		\$0.00
(w)	Calling Number Delivery Blocking - Per Call (Per activation)		\$0.00
(x)	Enhanced Caller ID (with ACR) Per Line		\$20.00
(y)	Enhanced Caller ID (with Call Management) Per Line		\$20.00
(z)	Enhanced Caller ID (with ACR & Call Management) Per Line		\$20.00

SECTION 5 – SPECIAL ARRANGEMENTS

5.1 Special Construction

5.1.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's Price Lists, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

5.1.2 Basis for Cost Computation

The costs referred to in 5.1.1 preceding may include one or more of the following items to the extent they are applicable:

5.1.2.1 cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes:

- A. equipment and materials provided or used,
- B. engineering, labor and supervision,
- C. transportation, and
- D. rights of way;

5.1.2.2 cost of maintenance;

5.1.2.3 depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;

5.1.2.4 administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;

5.1.2.5 license preparation, processing and related fees;

5.1.2.6 Price List preparation, processing and related fees;

5.1.2.7 any other identifiable costs related to the facilities provided; and

5.1.2.8 an amount for return and contingencies.

SECTION 5 – SPECIAL ARRANGEMENTS (Cont'd)**5.1 Special Construction (Cont'd)****5.1.3 Termination Liability**

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the End User.

5.1.3.1 The termination liability period is the estimated service life of the facilities provided.

5.1.3.2 The amount of the maximum termination liability is equal to the estimated amounts for:

- A. Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
 - 1. equipment and materials provided or used,
 - 2. engineering, labor and supervision,
 - 3. transportation, and
 - 4. rights of way;
- B. license preparation, processing, and related fees;
- C. Price List preparation, processing, and related fees;
- D. cost of removal and restoration, where appropriate; and
- E. any other identifiable costs related to the specialty constructed or rearranged facilities.

SECTION 5 – SPECIAL ARRANGEMENTS (Cont'd)**5.1 Special Construction (Cont'd)****5.1.3 Termination Liability (Cont'd)**

5.1.3.3 The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount shall be adjusted to reflect the predetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

5.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from an End User or prospective End User to develop a competitive bid for a service offered under this Price List. Rates quoted in response to such competitive requests may be different than those specified for such services in this Price List. ICB rates will be offered to the End User in writing and on a non-discriminatory basis. Contracts resulting from a bona fide special request for tariffed services shall be filed with the Commission in compliance with applicable rules and regulations.

5.3 Promotions

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges. The Company will notify the Commission prior to the effective date of any promotional offering.

SECTION 6 – SERVICE TERRITORY

6.1 Calling Areas

Geographically-defined Local Calling Areas are associated with each Exchange Access Service. Company's local calling zone will mirror AT&T's calling zones.