

TITLE SHEET

TELCENTRIS COMMUNICATIONS, LLC

FLORIDA TELECOMMUNICATIONS PRICE LIST

This price list contains the descriptions, regulations, and rates applicable to the furnishing of business services and facilities for alternative local exchange telecommunications services provided by TelCentris Communications, LLC, with principal offices at 10180 Telesis Court, Ste. 150, San Diego, CA 92121. This price list applies for services furnished within the state of Florida. 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 principal place of business.

ISSUED: August 21, 2009

EFFECTIVE: August 25, 2009

By:

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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 at the bottom of this page.

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SYMBOLS SHEET

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

D - Delete or Discontinue

I - Change Resulting In an Increase to a Customer's Bill

M - Moved From another Price List Location

N - New

R - Change Resulting In a Reduction to a Customer's Bill

T - Change in Text or Regulation but No Change In Rate or Charge

A. Check Sheets - When a price list filing is made with the FPSC, an updated check sheet accompanies the price list filing.

B. Sheet Numbering and Revision levels - 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 existing sheets 14 and 15 would be 14.1. Revision levels also appear in the upper right corner of each page. These levels are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised sheet 14 cancels the 3rd revised sheet 14.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to the Company's network switching center.

Account - A Company accounting category containing up to two (2) residential local exchange access lines billed to the same Customer at the same address. The second or non-primary local exchange access line will share any call allowance of the primary local exchange access line. The second or non-primary local exchange access line therefore will not be provisioned to include a separate call allowance structure. No features are included with the second or non-primary local exchange access line.

Authorized User - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

Carrier/Company - TelCentris Communications, LLC ("TelCentris"), unless the context indicates otherwise.

Commission - Florida Public Service Commission, unless context indicates otherwise.

Customer - The person or entity which orders services from the Company, prepays the Company for use of its services, and is responsible for the payment of charges and for compliance with the Company's Price List regulations.

Recurring Charges - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

Service or Services - The services covered by this Price List shall include only the State of Florida.

Service Order Form - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

User - A Customer or any other person authorized or unauthorized by the Customer to use Services provided under this Price List at Customer's residence or other location.

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SECTION 2 - RULES AND REGULATIONS**2.1 UNDERTAKING OF CARRIER**

TelCentris Communications, LLC is a common carrier providing intrastate business communications services to customers for their direct transmission and reception of voice, data, and other types of telecommunications. This Price List sets forth the service offering, rates, terms and conditions applicable to the furnishing of local exchange telecommunications services to customers within the State of Florida. Service is available on a full-time basis, 24 hours a day, 7 days a week, throughout the State of Florida.

2.2 APPLICATION FOR SERVICE

- A. Service is provided on the basis of a minimum period of at least one month, 24 hours per day. 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 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. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. In any action between the parties to enforce any provision of this Price List, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- D. This Price List shall be interpreted and governed by the laws of the State of Florida regardless of its choice of laws provision.

2.3 NOTICE

Notice shall be deemed properly given if delivered in person or when deposited with the U.S. Postal Service.

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SECTION 2 - RULES AND REGULATIONS**2.4 PAYMENT**

The Customer is responsible for the payment of all charges for facilities and services furnished to the Customer or to authorized or joint users.

A. Taxes

The Customer is responsible for payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges (however designated; excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network services.

2.5 BILLING AND COLLECTION OF CHARGES**2.5.1 General**

- A. All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company. For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.
- B. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Price List or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- C. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be a rate of 1.5 percent per month.

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SECTION 2 - RULES AND REGULATIONS**2.5 BILLING AND COLLECTION OF CHARGES (Cont'd)****2.5.1 General (Cont'd)**

- D. The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- E. If service is disconnected by the Company in accordance with Section 2.6.4 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

2.5.2 Billing Disputes

The Company will investigate all billing disputes the customer may have, and try to resolve the dispute to the satisfaction of the customer. While the investigation is being conducted, the undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount under Section 2.5.1(C) preceding.

In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge as referenced in 2.5.1(C) preceding.

In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

2.5.3 Adjustments or Refunds to the Customer

- A. In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.

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SECTION 2 - RULES AND REGULATIONS**2.5 BILLING AND COLLECTION OF CHARGES (Cont'd)****2.5.3 Adjustments or Refunds to the Customer (Cont'd)**

- B. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
- C. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
- D. All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

2.5.4 Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer is required to take the following course of action.

- 1) First, the Customer may request and the Company will provide an in-depth review of the disputed amount.
- 2) Second, if after investigation and review by the Company a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
Phone: 850/413-6100
Fax: 800/511-0809
Complaints: 800/342-3552

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SECTION 2 - RULES AND REGULATIONS**2.6 DISCONTINUANCE OF SERVICE FOR CAUSE**

- A. Upon nonpayment of any amounts owing to the Company, the Company may 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 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 the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may discontinue or suspend service without incurring any liability.
- E. 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.
- F. In the event of fraudulent use of the Company's Network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

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SECTION 2 - RULES AND REGULATIONS**2.7 LIMITATIONS OF SERVICE**

- 2.7.1 The Company will offer service to all those who desire to purchase service from Company consistent with all provisions of this Price List.
- 2.7.2 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Price List. Carrier reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.
- 2.7.3 The Company reserves the right to discontinue furnishing service, upon a written notice, when necessitated by conditions beyond its control, or when Customer is using the service in violation of any provision in this Price List, the rules and regulations of the Commission, or in violation of the law.
- 2.7.4 Title to all facilities provided by the Company under these regulations remains with the Company. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Price List shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.8 USE OF SERVICE

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by Customer, except when Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between Customer, authorized user, or joint user to share the cost of the service, as long as the arrangement generates no profit for any participant in the arrangement.

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SECTION 2 - RULES AND REGULATIONS**2.9 LIMITATIONS OF LIABILITY**

- A. 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.
- B. The Company shall not be liable for any claims for loss or damages involving:
- 1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) Common Carriers or warehousemen;
 - 2) Any unlawful or unauthorized use of the Company's facilities and services;
 - 3) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
 - 4) Breach in the privacy or security of communications transmitted over the Company's facilities;
 - 5) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Section 2.7 A. and B., preceding;

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SECTION 2 - RULES AND REGULATIONS**2.9 LIMITATIONS OF LIABILITY (Cont'd)****B. (Cont'd)**

- 6) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- 7) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 8) Any noncompletion of calls due to network busy conditions.

C. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

D. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.

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SECTION 2 - RULES AND REGULATIONS**2.10 INTERRUPTION OF SERVICE**

- A. Credit allowance for interruption of service which is not due to the negligence of Customer or to the failure of channels, equipment, and/or communications systems provided by Customer and other carriers are subject to the general liability provisions set forth in Section 2.9 herein. It shall be the obligation of Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not being caused by action or omission of Customer within its control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal.
- B. 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.
- C. For calculating credit allowances, every month is considered to have thirty (30) days.
- D. 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.

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

- a) Due to the negligence of or noncompliance with the provisions of this Price List by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- b) Due to the failure of power, equipment, systems, connections or services not provided by the Company;

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SECTION 2 - RULES AND REGULATIONS**2.11 RESPONSIBILITY OF CUSTOMER**

- 2.11.1 Customers assume general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communications systems provided by others are connected to Carrier's facilities, Customer assumes additional responsibilities. Customers are responsible for the following:
- a) Customer is responsible for placing orders for service, paying all charges for service rendered by Carrier, and complying with all of Carrier's regulations governing the service. Customer is also responsible for assuring that its users comply with Commission regulations.
 - b) Customer may not have any long distance charges (including calling card charges) billed to their home telephone number. Customer is responsible for the payment of any long distance or toll charges (e.g., 800, 900, or 976) billed to Customer's telephone number.
- 2.11.2 The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- 2.11.3 The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.12 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 (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, 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 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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SECTION 2 - RULES AND REGULATIONS

2.12 LIABILITY OF THE CUSTOMER (Cont'd)

- 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.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES**3.1 Service Description**

TelCentris will offer local business exchange services including dial tone and local calling services, on a twenty-four hours a day, seven days a week basis.

TelCentris' services will provide service to meet the following standards:

- a) At least 95% of all calls will receive dial tone within three (3) seconds;
- b) At least 97% of all calls offered to any trunk group will not encounter an all-trunks busy condition.
- c) Call completion rate for intra-office calls, interoffice calls, extended area calls and intraLATA toll calls will be at least 95%.
- d) Overall transmission losses within each inter-toll trunk group will not vary more than plus or minus two (2) db.

3.2 VTrunk Service

Trunk Replacement service that provides touchtone capabilities. A one-time nonrecurring charge applies for installation of service. A flat-rate monthly recurring charge applies for each facility installed and for each Trunk added to that facility. No features are provisioned with this service.

3.2.1 Rates

Monthly recurring charge, per Facility - OnNet:	\$299.00
Monthly recurring charge, per Facility - OffNet:	\$400.00
Monthly recurring charge, per Trunk:	\$ 9.99

Non recurring connection charge:	
- First Line	\$50.00
- Each additional line	\$50.00

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES**3.3 Local Business VPBX Service**

VPBX service provides touchtone capabilities. A one-time nonrecurring charge applies for installation of service. A flat-rate monthly recurring charge applies for each business VPBX line established.

A ring group (rotary or hunting arrangement) is included with VPBX business line service. Additional ring groups can be provisioned for an additional monthly charge. A ring group (rotary or hunting arrangement) will allow completion of an incoming call to any of the lines in a group if there is a line in that group not in use at the time.

3.3.1 Rates

Monthly recurring charge, per trunk	\$24.99
Monthly charge additional ring groups, per group:	\$ 4.99

Nonrecurring connection charge:	
First line	\$50.00
Each additional line	\$50.00

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SECTION 4 - MISCELLANEOUS SERVICES AND RATES**4.1 Custom Calling Features**

Most Custom Calling Features are included with business local service.

Three-Way Calling - included

Three-Way Calling permits an existing call to be held, and, by dialing, a second telephone call can be established and added to the connection. This service contemplates that normal transmission performance quality can not be guaranteed on call calls.

Call Forwarding – Find Me Follow Me - included**Call Waiting - included**

This service allows a customer to control the treatment applied to incoming calls while the customer is off-hook on a call. Call Waiting Plus includes the functionality of the Call Waiting feature and provides several additional call disposition options.

4.2 Directory Assistance

Customers may obtain assistance, for a charge, in determining a telephone number by dialing local directory assistance. A directory assistance charge applies for each telephone number requested from the Directory Assistance Operator. Pursuant to FPSC rules and regulations, the Company will not charge for directory assistance calls placed by handicapped customers.

Per request: \$1.00

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SECTION 4 - MISCELLANEOUS SERVICES AND RATES**4.4 Service Order Charge**

A service order charge will apply when a customer requests a change to an existing account, such as, adding or deleting lines:

Each request: \$25.00

4.5 Reconnection Charge

A reconnection charge will apply when a customer's service has been suspended for non-payment.

Each request, per account: \$50.00

4.6 Duplicate Bill Charges

A duplicate bill charge will be applied upon a customer's request for duplicate copies of the telephone bill(s) in accordance with charges specified below. A charge will not be applied for non-receipt of the customer's bill, customer's bill is not received due to company error or when the customer requests a copy of the current bill, or the customer is programmed to receive additional copies of their bills each month.

Per copy of bill \$7.00

4.7 Promotional Campaigns

The Company may conduct special promotions from time to time that waive a portion or all processing fees or installation fees. These promotions will be conducted in accordance with Florida Statutes and PSC rules and regulations.

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