

TITLE SHEET

FLORIDA TELECOMMUNICATIONS PRICE LIST

This price list contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for alternative local exchange telecommunications services provided by Semnac Technologies, LLC, with principal offices at 6919 W. Broward Blvd., Suite 237, Plantation FL 33317. 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: February 23, 2012

EFFECTIVE: ~~JUL 23 2012~~

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.

SHEET	REVISION	SHEET	REVISION
1	Original	30	Original
2	Original	31	Original
3	Original	32	Original
4	Original	33	Original
5	Original	34	Original
6	Original	35	Original
7	Original	36	Original
8	Original	37	Original
9	Original	38	Original
10	Original	39	Original
11	Original	40	Original
12	Original	41	Original
13	Original	42	Original
14	Original	43	Original
15	Original	44	Original
16	Original	45	Original
17	Original	46	Original
18	Original	47	Original
19	Original	48	Original
20	Original	49	Original
21	Original	50	Original
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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

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PRICE LIST FORMAT

- A. Check Sheets** - When a price list filing is made with the FL-PSC, 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 FL-PSC. For example, the 4th revised sheet 14 cancels the 3rd revised sheet 14.
- 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).l.
 - 2.1.1.A.1.(a).l.(i).
 - 2.1.1.A.1.(a).l.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the FL-PSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FL-PSC.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

Advance Payment - Part or all of a payment required before the start of service.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

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

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Commission - The Florida Public Service Commission (FL-PSC).

Common Carrier - An authorized company or entity providing telecommunications services to the public.

Company - Semnac Technologies, LLC, the issuer of this Pricelist.

Central Office - A location where there is an assembly of equipment that establishes the connections between subscriber access lines, trunks, switched access circuits, private line facilities, and special access facilities with the rest of the telephone network.

Customer - The person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Customer Terminal Equipment - Terminal equipment provided by the Customer.

Day - From 8:00 AM up to but not including 5:00 PM local time Sunday through Friday.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Continued)

End Office - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

End-User Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Evening - From 5:00 PM up to but not including 11:00 PM local time Friday to Sunday.

Exchange - The entire telephone plant and facilities used in providing telephone service to subscribers located in an exchange area.

Holidays - The Company's recognized holidays are New Year's Day, July 4th, Thanksgiving Day, Christmas Day.

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Pricelist by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Pricelist, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Pricelist or by applicable law.

Intra-LATA Toll Messages - Those toll messages which originate and terminate within the same LATA.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Continued)

Message Toll Service - A service that provides facilities for telecommunications between different local calling areas of the same LATA in accordance with the regulations and schedule of rates specified in this Pricelist. The rates specified in this Pricelist are in payment for all services furnished between the calling and called stations.

MOU - Minutes of Use.

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

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

Service - Any means of service offered herein or any combination thereof.

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 Pricelist.

Station - The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

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.

Term Agreement - An agreement between the Company and the Customer for a fixed term of months.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Transmission Speed - Transmission speed or rate, in bits per second (bps), as agreed to by Company and Customer for each circuit.

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SECTION 2 - RULES AND REGULATIONS

A company providing basic local service must include billing and payment arrangements and the levels of service quality which the company holds itself out to provide for each service. Companies must also state that access to 911 will be maintained during temporary disconnections for non-payment of a residential subscriber's local service.

2.1 Undertaking of the Company

The Company's services and facilities are furnished for communications originating at specified points within the state of Florida under terms of this tariff.

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

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

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 The Company's reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control: or when the customer is using service in violation of the law or the provisions of this tariff.
- 2.2.3 The customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.4 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.3 Liabilities of the Company**

- 2.3.1 Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified in this Pricelist and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services, functions, and products furnished under this Pricelist. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against amount payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons.
- 2.3.2 The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer or Authorized User and the sole liability of the Company. The Company will not be liable for any indirect, special, consequential, exemplary or punitive damages a Customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.
- 2.3.3 The Company shall not be liable for failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood 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 any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.3 Liability of the Company (Continued)**

- 2.3.4 The Company shall not be liable for any act or omission by any entity furnishing to the Company or to the Company's Customers services or equipment used for or with the services the Company offers.
- 2.3.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided services or equipment.
- 2.3.6 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- 2.3.7 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.3.8 The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or Authorized User) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.
- 2.3.9 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays.
- 2.3.10 The Company shall not be liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.3 Liability of the Company (Continued)**

2.3.11 The Company shall not be liable for any damages whatsoever associated with service, facilities, products, or equipment which the Company does not furnish or for any act or omission of the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.

2.3.12 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

2.3.13 The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties or merchantability and fitness for a particular use, except those expressly set forth herein.

2.3.14 The Customer and any Authorized Users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability for patent or trademark infringement or other infringement of intellectual property rights arising from (1) combining (or using in connection) Company provided services and equipment with any facilities, services, functions, or products provided by the Customer or Authorized User or (2) use of services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including attorneys fees and court costs), or liability arising out of any commission or omission by the Customer or Authorized User in connection with the service, function, or product. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer or Authorized User shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such infringement, damages, or other claims.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.3 Liability of the Company (Continued)**

2.3.15 The Customer releases, indemnifies and holds harmless the Company from any and all loss, claims, demands, suits or other action or any liability whether suffered, made instituted or asserted by the Customer or by any other person, caused or claimed to have been caused directly or indirectly by the publication of a nonpublished telephone number or the disclosure or nondisclosure of said number to any person. If any action of the Company results in the publication of the unauthorized disclosure of a nonpublished number, the Company will, at the customer's request, change the number without charge and refund any nonpublished number charges for the period of time during which the number was disclosed. For the purposes of this Pricelist, nonpublished information is defined to include the name, address and telephone number of nonpublished Customers.

2.4 Prohibited Uses

- 2.4.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
- 2.4.2 The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this Pricelist. The Customer or Authorized User may not assign or transfer in any manner the service or any rights associated with the service without the written consent of the Company.
- 2.4.3 A Customer or Authorized User shall not represent in its advertising, marketing or sales collateral that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the consent of the Company. The relationship between the Company and Customer 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.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.5 Limitation of Service**

- 2.5.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Pricelist. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this Pricelist.
- 2.5.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when service is used in violation of provisions of this Pricelist or the law.
- 2.5.3 The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this Pricelist, shall not be liable for errors in transmission or for failure to establish connections.
- 2.5.4 The furnishing of service under this Pricelist is subject to the availability on a continuing basis of all the necessary facilities, services or equipment and is limited to the capacity of the Company's services and equipment, as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.6 Application for Services**

2.6.1 A Customer desiring to obtain service may do so based on an oral or written agreement. In order to initiate service, the Customer must provide the following information: an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.6.2 Cancellation of Application for Service

Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply.

2.6.3 Cancellation of Service

The Customer may have service discontinued upon verbal or written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.

2.7 Assignment or Transfer

2.7.1 All service provided under this Pricelist is directly or indirectly controlled by the Company, and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this Pricelist and in the Term Agreement and/or other contract between the Company and the Customer shall apply to all such permitted transferees or assignees.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.8 Deposits**

The Company does not require Customer deposits.

2.9 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. The advance payment will be applied to the first full billing cycle statement and additional one (1) month advance payment will be required for each subsequent month. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

2.10 Taxes, Fees and Surcharges

The Company reserves the right to apply any and all applicable taxes, fees and surcharges in addition to normal telecommunications charges, including, but not limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes, Federal Universal Service Fee, National Carrier Charge and Gross Receipts Tax. Such taxes, fees and/or surcharges will be itemized separately on Customer invoices and are not included in the quoted rates.

2.11 Notices

2.11.1 Any notice the Company may give to a Customer shall be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Customer's billing address. Any notice the Customer may give the Company shall be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Company at the address provided in the most recently revised Pricelist pages.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.12 Billing and Payment**

2.12.1 The Customer is responsible for payment of all charges for services furnished, including charges for services originated or charges accepted at the Customer's station. Services which are fraudulently obtained without the Customer's involvement will be investigated and the Carrier and the Customer will cooperate in the resolution of such charges. Upon nonpayment of any regulated sum due or upon a violation of any of the conditions governing the furnishing of service, the Carrier may discontinue furnishing said service, as provided for in this Pricelist and in accordance with Commission rules, without incurring any liability.

2.12.2 Bills are rendered monthly and are due upon receipt of the bill. Payment is considered delinquent 30 days after the bill is rendered.

2.12.3 The Carrier shall promptly investigate all disputed charges and shall report its findings and disposition to the Customer. Nothing in this Section limits the Customer's right as provided by statute to contest charges. Bills are rendered monthly with local exchange service billed in advance of the month service is rendered. Toll charges are billed in arrears.

2.12.4 Recurring Monthly Charges

2.12.4.1 Recurring monthly charges will be billed one month in advance of service or in the current month and will reflect the rates in effect as of the date of the invoice.

2.12.4.2 For the purpose of computing partial month's charges, a month is considered to consist of thirty (30) days.

2.12.5 Nonrecurring Charges

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

2.12.6 The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check or other payment type submitted by the Customer to the Company that a financial institution refuses to honor.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.13 Discontinuance or Interruption of Service by the Carrier

Without incurring any liability, the Carrier may, under the following conditions, discontinue or interrupt service that is being furnished:

2.13.1 For noncompliance with or violation of any applicable State, municipal or Federal law, ordinance or regulation, or noncompliance with or violation of any Commission regulation.

2.13.2 For noncompliance with any of the provisions of this Pricelist governing service.

2.13.3 In the event of the Customer's use of service in such a manner as to adversely affect the Carrier's equipment or service to others.

2.13.4 In the event of unauthorized or fraudulent use of service.

2.13.5 By reason of any order or decision of a court or other government authority having jurisdiction that prohibits the Carrier from furnishing service to the Customer.

2.13.6 In order to perform tests and inspections necessary to insure compliance with Pricelist regulations or the proper installation, operation, and maintenance of the Carrier's equipment and facilities.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.13 Discontinuance or Interruption of Service by the Carrier (Continued)**

- 2.13.7 The Carrier reserves the right to limit the duration of a connection or the provision of service when necessary because of a shortage of service components caused by emergency conditions as defined in the Rules and Regulations of the Florida Public Service Commission.
- 2.13.8 Discontinuance of service shall be in accordance with the Rules and Regulations of the Florida Public Service Commission.
- 2.13.9 The Carrier may suspend service without notice if it deems such action necessary to protect the public, Carrier personnel, agents, suppliers, facilities or services from damages or injury of any kind to any party. The Carrier may suspend service after notice to the Customer of noncompliance with any provision of this Pricelist is such noncompliance is not corrected within thirty (30) days following the receipt of notice.
- 2.13.10 The Carrier may discontinue service for nonpayment of any regulated sum due the Carrier for more than 30 days beyond the rendition of the bill for such service pursuant to the Rules and Regulations of the Florida Public Service Commission.

2.14 Customer Responsibility**2.14.1 Cancellation by Customer**

Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.15 Service Connections and Equipment on Customer's Premises**

- 2.15.1 The Customer or Authorized User shall allow the Company continuous access and right-of-way to the premises of the Customer or Authorized User to the extent reasonably determined by the Company to be appropriate to the provision and maintenance of services and equipment relating to this Pricelist.
- 2.15.2 The Company undertakes to use reasonable efforts to make available services to a Customer, on or before a particular date subject to the provisions of and compliance by the Customer with the regulations contained in this Pricelist. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.15.3 The Company undertakes to use reasonable efforts to maintain only the services and equipment that it furnishes to the Customer. The Customer or Authorized User may not, and may not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the services or equipment installed by the Company, except upon the consent of the Company.
- 2.15.4 Title to all components of the service provided by the Company, including equipment on Customer's Premises or End-User's Premises, shall remain with the Company, unless otherwise specifically agreed with the Customer. The operating personnel, and the electric power consumed by such equipment on the premises of Customer shall be provided by and maintained at the expense of the Customer.
- 2.15.5 The Company shall not be responsible for the installation, operation, or maintenance of any communications equipment provided by the Customer or Authorized User, except as the Company determines is necessary for proper operation in connection with the Company's services and equipment. Where such equipment is connected to the services or equipment furnished pursuant to this Pricelist, the responsibility of the Company shall be limited to the furnishing of services and equipment offered under this Pricelist and to the maintenance and operation of such services and equipment; subject to this responsibility the Company shall not be responsible for the transmission or reception of signals by equipment provided by the Customer or Authorized User, or for the quality of, or defects in, such transmission or reception.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.15 Service Connections and Equipment on Customer's Premises (Continued)

2.15.6 The Customer shall be responsible for the payment of service charges as set forth herein and for visits by the Company's agents or employees to the premises of the Customer or Authorized User when the service difficulty or trouble report results from the use of services and equipment by the Customer or Authorized User.

2.15.7 The Company is responsible for operating Company-provided equipment. In the event that Customer attempts to operate any Company-provided equipment, other than as authorized by the Company, without first obtaining the Company's approval, in addition to any other remedies of the Company for a breach by the Customer of the Customer's obligations hereunder, the Customer shall pay the Company for any damage to the Company-provided equipment caused or related to the Customer's improper operation of the Company-provided equipment upon receipt by the Customer of a Company invoice therefore. In no event shall the Company be liable to the Customer or any other person for interruption of the service or for any other loss, cost or damage caused or related to the Customer's improper use of Company-provided equipment.

2.15.8 The Customer agrees to allow the Company to remove all Company provided equipment from Customer's premises:

- A. upon termination, interruption or suspension of the service in connection with which the equipment was used; and
- B. for repair, replacement or otherwise as the Company may determine is necessary or desirable.

At the time of such removal, such equipment shall be in the same condition as when delivered to Customer or installed in Customer's premises, normal wear and tear only excepted. The Customer shall reimburse the Company for any loss, cost, or damage beyond normal wear and tear. The Company shall have the right to obtain such reimbursement from the Customer deposit, if any.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.15 Service Connections and Equipment on Customer's Premises (Continued)**

2.15.9 The Customer or Authorized User is responsible for ensuring that any Customer-provided equipment connected to the Company's services and equipment is compatible with such Company services and equipment. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. The Customer will submit to the Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be directly attached to the Company's services and equipment. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with the Company's services or equipment. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.15.10 Any special interface equipment necessary to achieve compatibility between the services and equipment of the Company used for furnishing services or equipment of others shall be provided at the Customer's expense.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.16 Obligations of the Customer

The Customer shall be responsible for:

- 2.16.1 The payment of all applicable charges as set forth in this Pricelist.
- 2.16.2 Damage or loss of the Company's services or equipment caused by the acts or omissions of the Customer or Authorized User, or the noncompliance by the Customer or Authorized User with these regulations, or by fire or theft or other casualty on the premises of the Customer or Authorized User, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 2.16.3 Providing as specified from time to time by the Company any needed personnel, equipment, space and power to operate Company services and equipment installed on the premises of the Customer or Authorized User and the level of power, heating and air conditioning necessary to maintain the proper environment on such premises;
- 2.16.4 Obtaining, maintaining, and otherwise having full responsibility for rights-of-way and conduit necessary for installation of equipment to provide service to the Customer or Authorized User from the cable building entrance or the property line of the land on which the structure in which the Customer's Premise or End-User's Premise is located to the applicable Premise. Any and all costs associated with the obtaining and maintaining of the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided service or equipment, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- 2.16.5 Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's services and equipment. The Customer may be required to install and maintain Company services and equipment within a hazardous area if, in the Company's opinion, injury to Company employees or property might result from installation or maintenance by the Company.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.16 Obligations of the Customer (Continued)**

- 2.16.6 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company services and equipment in any Customer or End-User Premise or the rights-of-way for which the Customer or Authorized User is responsible, and obtaining permission for Company agents or employees to enter the Customer or End-User Premise at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of service as stated herein, removing the services and equipment of the Company;
- 2.16.7 Making Company services and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes;
- 2.16.8 Keeping the Company's services and equipment located on the Customer's or End-User's Premise or rights-of way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's services or to the locations of such services and equipment.
- 2.16.9 Customer-provided equipment on the Customer or End-User Premises, the operating personnel there, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the Customer or Authorized User. All such terminal equipment shall be registered with the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations
- 2.16.10 The Customer or Authorized User is responsible for ensuring that Customer-provided equipment connected to Company services and equipment is compatible with such services and equipment. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.17 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this Pricelist.

2.17.1 Customer Liability for Fraud and Unauthorized Use of the Network

- 2.17.1.1 The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company PIN, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- 2.17.1.2 A Company PIN is a unique identifier issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account. An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.
- 2.17.1.3 The Customer must give the Company written or oral notice that an unauthorized use of a Company PIN or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- 2.17.1.4 The Customer is responsible for payment of all charges for services furnished to the Customer or to users authorized by the Customer to use service provided under this Pricelist, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public. The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.18 Maintenance and Testing**

- 2.18.1 Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's services and equipment in satisfactory operating condition.
- 2.18.2 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer or Authorized User is complying with the requirements set forth above for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring, in the connection of Customer-provided facilities and equipment to company-provided services and equipment. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its services, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take such action. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its services, equipment, and personnel from harm.

2.19 Nonroutine Installation

At the Customer's request, installation and/or maintenance will be performed by the Company at additional charges for non-routine situations, including but not limited to, outside regular business hours or in hazardous locations. In such cases, charges based on the Company's customary charges for similar effort and materials will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.20 Contracts**

Contracts will be used in special circumstances for Individual Case Basis ("ICB") service offerings. The terms and conditions of each contract offering are subject to the agreement of both the Customer and the Company. Any specific contract will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer that places an order within 30 days of their effective date. ICB contracts are subject to Commission review.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.21 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this Pricelist by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.20.1 for the part of the service that the interruption affects.

2.21.1 General

- A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this rate sheet.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.21 Allowances for Interruptions in Service (Continued)****2.21.2 Limitations of Allowances**

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

- A. Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.20.3), or utilize another service provider;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.21 Allowances for Interruptions in Service (Continued)****2.21.3 Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.21.4 Application of Credits for Interruptions in Service

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

<u>Length of Interruption</u>	<u>Amount of Service</u>	<u>To Be Credited</u>
Less than 30 minutes		None
30 minutes up to but not including 3 hours		1/10 Day
3 hours up to but not including 6 hours		1/5 Day
6 hours up to but not including 9 hours		2/5 Day
9 hours up to but not including 12 hours		3/5 Day
12 hours up to but not including 15 hours		4/5 Day
15 hours up to but not including 24 hours		One Day

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.21 Allowances for Interruptions in Service (Continued)

2.21.4 Application of Credits for Interruptions in Service (Continued)

- E. Interruptions Over 24 Hours and Less Than 72 Hours Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

- F. Interruptions Over 72 Hours Interruptions over 72 hours will be credited 2 days for each full 24- hour period. No more than thirty (30) days credit will be allowed for any one-month period.

2.21.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

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

Opextel will operate as a reseller of local exchange service, providing basic local exchange communications services throughout Florida. This Pricelist documents the rates and services for Opextel's provision of local exchange service.

Customers are billed based on their use of Opextel's network and services. Charges may vary by service offering, class of service, CLASS/custom calling feature(s), class of call and/or call duration. Semnac Technologies, LLC provides basic service flat rate unlimited local calling and as part of its basic services, it offers operator services, "E911" services, and relay services for the hearing impaired, per the applicable the State of Florida Statutes.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (Continued)**3.2 Rates**

The Company offers local exchange as part of a bundle or package of telecommunications services. Packages include local service, long distance service (interstate and intrastate toll), and selected custom calling features. Voice mail and optional Internet access may be available with some packages at an additional price. Customers will be billed directly by the Company.

3.2.1 Package Price for Opextel's Alodiga Unlimited Plan

Primary Line, per month \$59.95
Secondary Line, per month \$59.95
Service Connection Fee, one time charge per line
Primary Line \$79.00
Secondary Line \$55.00

This service is for use by residential and business customers. The company reserves the right to adjust a customer's service upon appropriate customer notification. If it is determined that usage is not consistent with residential voice applications, the Customer's service will be assessed a \$50.00 monthly recurring data usage charge or be disconnected. For the purpose of this service plan, Customer's use of more than 4,000 minutes per month for non-voice applications including, but not limited to Internet access, shall cause the data usage charge to be imposed.

Opextel's Alodiga Unlimited Plan includes the following:

1. Local Line and unlimited direct-dialed Local Exchange calling.
2. Unlimited direct-dialed Toll Calling within the Continental US.
3. Custom Calling Features Package: Caller ID, Speed Dial, Three Way Calling, Call Waiting with Name and Anonymous Call Rejection (where available) .
4. An optional calling card with a rate of \$0.05 per minute for intrastate calls and interstate calls within the Continental US. Calls made using the optional calling card are not included within the unlimited feature of this plan.
5. Additional calling features may be purchased on an a la carte basis, where available.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (Continued)**3.2 Rates (Continued)****3.2.2 Package Price for Opextel's Alodiga Choice Plan**

Primary Line, per month \$48.95
Secondary Line, per month \$48.95
Service Connection Fee, one time charge per line#
Primary Line \$79.00
Secondary Line \$55.00

This service is for use by residential and business customers. The company reserves the right to adjust a customer's service upon appropriate customer notification. If it is determined that usage is not consistent with residential voice applications, the Customer's service will be assessed a \$50.00 monthly recurring data usage charge or be disconnected. For the purpose of this service plan, Customer's use of more than 4,000 minutes per month for non-voice applications including, but not limited to Internet access, shall cause the data usage charge to be imposed.

Opextel's Alodiga Choice Plan includes the following:

1. Local Line and unlimited direct-dialed Local Exchange calling.
2. Direct-dialed intrastate toll calls for \$0.05 per minute.
3. Customer has the option to pay an additional \$5.00 per line per month to receive unlimited direct-dialed intrastate intraLATA toll calls and \$0.05 per minute for direct-dialed intrastate interLATA toll calls.
4. Custom Calling Features Package: Caller ID, Call Waiting with Name and Anonymous Call Rejection.(where available)
5. Direct-dialed interstate toll calls within the Continental US for \$0.05 per minute.
6. An optional calling card with rate of \$0.05 per minute for intrastate calls and interstate calls within the Continental US. Calls made using the optional calling card are not included within the unlimited feature of this plan.
7. Additional calling features may be purchased on an a la carte basis, where available.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (Continued)**3.3 Calculation of Distance (For IXCs with distance sensitive rates.)**

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

FORMULA:

The square
root of:
$$\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

3.4 Minimum Call Completion Rate

A customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 90% during peak use periods for all Feature Group D services ("1+" dialing).

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SECTION 4 - MISCELLANEOUS SERVICES AND RATES

Caller I.D., Call Waiting, Directory Assistance, Directory Listings, Operator Services * IntraLata Toll Rates* Remember, there are rate caps for operator services from payphone and call aggregator locations.

4.1 Miscellaneous Services Descriptions

Where available, Opextel offers Miscellaneous Services with the plans listed prior on this price sheet. Certain miscellaneous services may be ordered or requested by the subscriber for an additional fee. Unless otherwise noted, rates are non-recurring. Not all services may be available in all areas.

Service Connection – When a subscriber requests initial connection or establishment of telephone service (Primary Line) and/or a second or additional line when the second or additional line is ordered simultaneously with the initial connection for service (Secondary Line). Rates for this Service vary, depending on whether Opextel was required to make a home visit to install the Service.

Migration – Transfer of existing service from one local service provider to another.

Move Order – There are two types of Move Orders: Outside Move - Moving service from one location to another requiring a continuation of service at the new location; and Inside Move - Moving service to a different premise within the same address such as a move to a different apartment.

Transfer of Calls – Interception and referral of incoming calls to any telephone number.

Change of Telephone Numbers – When a subscriber retains service at the same location, but changes his telephone number.

Feature Add – When a subscriber customer requests a change, adding or removing a feature.

Delete a Feature – When a subscriber requests deletes of a presently received calling feature. Rates for this Service will vary, depending on whether the feature requested to be deleted is included in the caller's service package or not.

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SECTION 4 - MISCELLANEOUS SERVICES AND RATES (Continued)**4.1 Miscellaneous Services Descriptions (Continued)**

Move Plan – When a subscriber switches from one OPEXTEL Unlimited plan (i.e., Unlimited or Choice Plan) to another. Rates for this Service will vary, depending on the original plan and new plan.

Disconnect Line – When a subscriber requests disconnection of one or more telephone lines.

Suspend Line - Upon the request of the customer, service may be temporarily suspended. Neither outward or inward calling is provided during the period of suspension.

Restore Suspended Line/Service - A restoration charge applies to the restoration of suspended line and/or service and facilities because (voluntary or involuntary) and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

Change Parameter Within Feature (FID) – Changing one or more attributes of a feature such as the ring cycle, call forwarding busy telephone number, call forwarding don't answer telephone number, etc.

Blocking Charge (Add or Delete) – Service request processing fee to add, change, or delete a blocking feature.

Supplemental Orders – Updates to an original service request to modify, change the due date, or cancel the request.

PIC Change - After a Customer's initial selection for a presubscribed carrier, for any change thereafter, a Presubscription Change Charge will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

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SECTION 4 - MISCELLANEOUS SERVICES AND RATES (Continued)**4.1 Miscellaneous Services Descriptions (Continued)**

Keep Same Number/New Location - When a subscriber retains service and telephone number, but changes location. Rates will vary for secondary/additional lines.

New Location/New Number - When a subscriber retains service but moves to a new location and switches telephone number.

Request Call Detail Report - When a subscriber requests local call detail for a given month.

Add/Delete PIC Freeze - When a subscriber adds or deletes a PIC Freeze, thus preventing his or her service from being switched without undergoing applicable PIC Freeze requirements.

Technician Dispatch - A separate Technician Dispatch Charge applies, in addition to all other charges for the visit, when a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to Customer-provided equipment or inside wire. This charge also applies for visits by the Company's agents or employees, at the Customer's request, to the Premises of the Customer, when the Customer fails to meet the Company's agent or employees for the prearranged appointment as requested.

Vanity Number - A Customer requests a specific telephone number.

Duplicate Invoice - A Customer requests an additional copy of a current bill or invoice.

Toll Restriction - At the Customer's request, the Company will restrict an individual residence or business line, from access to the interexchange carrier toll network, where facilities permit. The nonrecurring charge will apply to each line at the time of restriction. A nonrecurring Toll Service Restoral Charge will apply to each line when the customer requests that toll service be restored.

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SECTION 4 - MISCELLANEOUS SERVICES AND RATES (Continued)**4.2. Rates**

Service Connection Charge without installation visit	\$79.00 (Primary Line)* \$55.00 (each additional line)*
Service Connection Charge with installation visit	\$97.50
Migration	No charge
Move Order	TBD
Transfer of Calls	TBD
Change of Telephone Numbers	TBD
Feature Add	\$4.95
Delete a Feature (Included in Package)	No charge
Delete a Feature (Not Included in Package)	\$4.95
Move (from Any Plan to Unlimited Plan)	No charge
Move (from Unlimited Plan to Any Other Plan)	\$4.95
Disconnect Line	No charge
Suspend Line (Voluntary or Involuntary)	No charge
Restore Suspended or Disconnected Line	\$29.99 (per occasion, per line)
Change Parameter Within Feature (FID)	\$1.50 per request
Blocking Change (Add or Delete)	\$4.95
Supplemental Orders	No Charge
Keep Same Phone Number – New Location	\$19.99 (Primary Line) \$4.95 (each additional line)
New Location/New Number	\$79.00 (Primary Line) \$55.00 (each additional line)
Request Call Detail Report	\$10.00
Add/Delete PIC Freeze	TBD
Repair Charge with Technician Dispatch	TBD
Vanity Number	TBD
Duplicate Invoice	No Charge
Toll Restriction	TBD

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SECTION 4 - MISCELLANEOUS SERVICES AND RATES (Continued)**4.3. Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone, not presubscribed to the Company, used to access Company provided services. This surcharge, which is in addition to standard Pricelist usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

Rate Per Call: \$0.50

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SECTION 4 - MISCELLANEOUS SERVICES AND RATES (Continued)**4.4 Optional Calling Features**

The features in this section may be provided as part of a service package or purchased a la carte by the subscriber, subject to availability. Where a feature may not be available for inclusion in a Service Plan, OPEXTEL reserves the right to substitute an alternative feature at its discretion.

4.4.1 Feature Descriptions

Three Way Calling - Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

Speed Dialing (30) - This feature allows a user to dial selected numbers using two digits. Up to thirty telephone numbers can be selected. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

Call Return - Call return stores the number of the most recent incoming call (including unanswered calls) to a Customer's number. This allows a Customer to dial back any missed or unanswered telephone calls.

Repeat Dialing - automatically redials the last telephone number the Customer dialed in the Customer's local calling area. The system will keep retrying the number attempting to make the connection if the line is busy.

Anonymous Call Rejection (ACR) - Anonymous Call Rejection (ACR) allows a customer to reject calls from callers who have blocked the display of their telephone numbers from a Caller ID device. ACR discourages anonymous calls, since callers must allow their numbers to be displayed in order to reach you. When a customer activates Anonymous Call Rejection, callers who have blocked the display of their numbers will hear an announcement telling them that the Customer are not accepting blocked calls. They will be instructed to hang up, unblock their number and dial again if they wish to reach you. A customer will hear a confirmation announcement whenever the Customer activate or deactivate the Anonymous Call Rejection feature.

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SECTION 4 - MISCELLANEOUS SERVICES AND RATES (Continued)**4.4 Optional Calling Features (Continued)****4.4.1 Feature Descriptions (Continued)**

Call Trace – allows Customers to key in a code that alerts the network to trace the last call received. The traced telephone number is automatically sent to the company for storage for a limited amount of time and is retrievable by legally constituted authorities upon proper request by them. By contacting the company the Customer can use this application to combat nuisance calls. This service may be ordered on a Monthly or per trace basis.

Call Forwarding Variable - Call Forwarding Variable allows the Customer to choose to reroute incoming calls to another specified telephone number. The Customer must activate and deactivate this feature.

Call Waiting - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the Customer to place the first call on hold, answer the second call and then alternate between both callers.

Call Waiting Deluxe – provides the Customer with Call Waiting, Caller Id and Call Waiting Id.

Caller ID - allows a Customer to see a caller's number previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the number, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE.

Caller ID with Name - allows a Customer to see a caller's name previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the name, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE.

Deny Call Trace - Prevents the use of the Call Trace (*57) per use feature for Trap and Trace.

Deny Repeat Call - Prevents the use of the Repeat Call (*66) per use feature.

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SECTION 4 - MISCELLANEOUS SERVICES AND RATES (Continued)**4.4 Optional Calling Features (Continued)****4.4.1 Feature Descriptions (Continued)**

Deny Return Call - Prevents the use of the Return Call (*69) per use feature.

Line Blocking - Available via per use (*67) or monthly subscription; prevents name and phone number from appearing on another person's caller ID.

4.4.2 Rates

<u>Feature</u>	<u>Monthly Rate</u>
Three Way Calling	\$3.95
Three Way Calling (Per Use)	\$0.75*
Speed Dial - 30	\$3.95
Call Return	\$3.95
Call Return (Per Use)	\$0.75*
Repeat Dialing	\$3.95
Repeat Dialing (Per Use)	\$0.75*
Anonymous Call Rejection	\$2.95
Call Trace	\$1.00
Call Forwarding Variable	\$3.95
Call Block	\$2.95
Call Waiting	\$4.95
Call Waiting Deluxe	\$5.95
Caller ID	\$4.95
Caller ID with Name	\$5.95
Deny Call Trace	N/A
Deny Repeat Call	N/A
Deny Return Call	N/A
Line Blocking (*67)	N/A
*Nonrecurring charge	

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SECTION 4 - MISCELLANEOUS SERVICES AND RATES (Continued)**4.5 Directory Assistance Service**

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A Customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

A business or residence main telephone exchange line may be registered for exemption from Directory Assistance charges where one of the users of the line is considered to be legally blind, visually or physically handicapped, or where the user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0". Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or preexisting certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of an agency for the blind.

4.5.1 Basic Directory Assistance

The rates specified following apply when Customers request company assistance in determining telephone numbers of Customers who are located in the same local service area or who are not located in the same local service area but who are located within the same NPA.

A maximum of two (2) requested telephone numbers are allowed per call.

4.5.2 Directory Assistance Call Completion

Directory Assistance Call Completion (DACC) is a service that provides customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the Directory Assistance operator. The call may be completed automatically or by the Directory Assistance operator.

The DACC portion of the call may either be billed in the same manner as the DA portion or alternately billed by using a calling card, billing to a third number, or collect. All operator-handled charges apply as appropriate. For local and intraLATA calls, charges for DACC service are not applicable to calls placed by those customers with reading, visual, or physical handicaps.

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SECTION 4 - MISCELLANEOUS SERVICES AND RATES (Continued)

4.5 Directory Assistance Service (Continued)

4.5.3 National Directory Assistance Service

National Directory Assistance Service is provided to customers of the Company for the purpose of requesting telephone numbers of individuals or businesses who are located outside the customer's local calling area or outside the customer's local Directory Assistance area.

There are no call allowances or exemptions for National Directory Assistance.

A maximum of two (2) requested telephone numbers are allowed per call.

This service may be alternately billed by using a calling card, billing to a third number, or collect. Operator-handled charges, apply as appropriate.

4.5.4 Rates

A.	Basic Directory Assistance	
	Direct dialed (in excess of allowance)	<u>Per query</u> \$0.75
B.	Directory Assistance Call Completion Per completed call	\$0.30
C.	National Directory Assistance Direct dialed, per call	\$0.75

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SECTION 4 - MISCELLANEOUS SERVICES AND RATES (Continued)**4.6 Directory Listing Services****4.8.1 General**

The following rates and regulations apply to standard listings in light face type in the white Sheets (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company. Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business. A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge. Dual name listings are permitted as a regular directory listing for residential service. Listing services are available with all classes of main telephone exchange service.

4.8.2 Listings**A. Primary Listing**

One listing, termed the primary listing, is included with each exchange access line or each joint user service.

B. Additional Listings

Additional listings may be the listings of individual names of those entitle to use the customer's service or, for business, Departments, Divisions, Trade names, etc. In connection with business and residence service, regular additional listings are available only in the names of Authorized Users of the Customer's service. Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings. However, when it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing will be permitted under the address of a branch exchange, Centrex or extension of an exchange service line installed on the premises of the Customer, but at an address different from that of the attendant position of main service. Business additional listings are not permitted in connection with residence service. Residence additional listings are also permitted in connection with business service which is located in a residence and for permanent or season guests residing in a hotel or club. A residence dual name additional listing is comprised of a surname, two first names, address and telephone number. A residence dual name additional listing may be provided for two persons who share the same surname and reside at the same address, or for a person known by two first names.

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SECTION 4 - MISCELLANEOUS SERVICES AND RATES (Continued)**4.6 Directory Listing Services (Continued)****4.8.2 Listings (Continued)****C. Nonpublished Service**

The telephone numbers of nonpublished service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public.

Non published information may be released to emergency service providers, to customers who subscribe to Company offerings which require the information to provide service and/ or bill their clients, or, to telephone customers who are billed for calls placed to or from nonpublished numbers and to entities which collect for the billed services. Nonpublished names and/or telephone numbers may also be delivered to customers on a call-by-call basis.

Incoming calls to nonpublished service will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice notwithstanding any claim the calling party may present, except claims of emergencies involving life and death. In such cases, the Company will call the non-published number and request permission to make an immediate connection to the calling party.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for nonpublished service.

The Subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

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SECTION 4 - MISCELLANEOUS SERVICES AND RATES (Continued)

4.6 Directory Listing Services (Continued)

4.8.2 Listings (Continued)

D. Nonlisted Service

Non-listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records.

The Company will only complete calls to a nonlisted number, if requested by a caller, during the course of a directory assistance call completion service.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for nonlisted service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

E. Toll-Free Directory Listing

Where available, a listing which references the Toll Free Number for a Business customer will be made available.

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SECTION 4 - MISCELLANEOUS SERVICES AND RATES (Continued)**4.6 Directory Listing Services (Continued)****4.6.3 Maximum Rates and Charges**

	<u>Per Month</u>
Primary Listing,	
Business	\$ 2.25
Residence	\$.25
Additional Listings,	
Business	\$ 2.00
Residence	\$ 2.00
Non-Listed,	
Business	\$ 2.00
Residence	\$ 2.00
Non-Published,	
Business	\$ 2.00
Residence	\$ 2.00
Toll-Free Directory Listings,	
Business	\$ 15.00
Residence	\$ 15.00

4.7 Carrier Presubscription**4.7.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of Additional Line for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

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SECTION 4 - MISCELLANEOUS SERVICES AND RATES (Continued)**4.7 Carrier Presubscription (Continued)**

4.7.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

- Option A: Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B: Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C: Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D: Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription
- Option E: Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customer's primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option F: Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of Additional Line for each call.

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SECTION 4 - MISCELLANEOUS SERVICES AND RATES (Continued)**4.7 Carrier Presubscription (Continued)****4.7.3 Rules and Regulations**

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed. Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription. Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 4.11.5 below.

4.7.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her Additional Line for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her Additional Line of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of Additional Line. Customers who inform the Company of a Additional Line for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 4.11.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

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SECTION 4 - MISCELLANEOUS SERVICES AND RATES (Continued)**4.7 Carrier Presubscription (Continued)****4.7.5 Presubscription Charges****A. Application of Charges**

After a Customer's initial selection for a presubscribed toll carrier and as detailed in above, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

B. Nonrecurring Charges

Per business or residence line, trunk, or port: \$5.00

4.8 Intercept Referral Service**4.8.1 General**

Referral Service is a service used when a Customer disconnects service or changes telephone numbers. Calls to the intercepted telephone number are referred to a recorded message that states the line number status and a referral number for calls placed to a disconnected or changed residence or business line number.

4.8.2 Rates

	<u>Residence</u>	<u>Business</u>
Basic Referral Service	\$7.00	\$7.00

4.9 Toll Restriction Service

At the Customer's request, the Company will restrict an individual residence or business line, from access to the interexchange carrier toll network, where facilities permit. The nonrecurring charge will apply to each line at the time of restriction. A nonrecurring Toll Service Restoral Charge will apply to each line when the customer requests that toll service be restored.

4.9.1 Rates

	<u>Residence</u>	<u>Business</u>
Toll Restriction Charge, per line	\$5.00	\$5.00

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SECTION 4 - MISCELLANEOUS SERVICES AND RATES (Continued)**4.10 900 Blocking**

900 Blocking is provided at the Customer's request and gives the Customer the ability to restrict calls to 900 service access codes. This option blocks access to all 900 services reached by either dialing 1+900+NXX-XXXX or using an operator. The initial blocking of a Customer's line or lines will be provided at no charge to the Customer. Subsequent blocking (after an intervening elimination of the Blocking Option at the Customer's request) will be subject to the non-recurring charge.

4.10.1 Rates

	<u>Residence</u>	<u>Business</u>
Initial Request	\$5.00	\$5.00
Subsequent Request, per line	\$5.00	\$5.00

4.1 Telecommunications Relay Service

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

4.12 Discounts for Hearing Impaired Customers

Intrastate toll message rates for a telecommunications device for the deaf (TDD) user, which is communicated using a TDD by property certified business establishments or individuals equipped with TDDs for communications with hearing or speech impaired persons, shall be evening rates for daytime calls and night rates for evening and night calls.

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SECTION 4 - MISCELLANEOUS SERVICES AND RATES (Continued)**4.15 Emergency Call Exemptions**

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. Opextel will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing. Opextel does reserve the right to recover penalties incurred due to inaccuracy of the provided account address, telephone number and other account data and/or other misuse by the end user.

4.16 Emergency Services (911)

The Company will make access to 911 emergency service available at a level equivalent to the service provided by the incumbent local exchange company. 911 services shall be maintained for the duration of any temporary disconnection for non-payment of a residential Customer's local service.

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