



www.closecall.com

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COMMISSION
CLERK

VIA OVERNIGHT MAIL

Florida Public Service Commission
Division of the Commission Clerk and Administrative Services
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

050189-TX

Re: Application of CloseCall America, Inc. for Authority to Provide
Alternative Local Exchange Service

Dear Commission Clerk:

On behalf of CloseCall America, Inc. ("CloseCall"), please find an original and six (6) copies of an application for Commission approval provide alternative local exchange service in the state of Florida. Please also find the Original Price List No. 1 for CloseCall America, Inc. Also enclosed is a check in the amount of \$250.00, to the Florida Public Service Commission which satisfies the filing fee required under the Commission's Rules.

Please date-stamp the enclosed extra copy of this filing and return it in the envelope provided. Please direct any questions regarding this filing to Ben Aylesworth at (410) 604-3022.

Check received with filing and forwarded
to Fiscal for deposit. Fiscal to forward
deposit information to Records.
Initials of person who forwarded check
[Handwritten initials]

Respectfully Submitted,

Chris Drazdys
Vice President
Regulatory Affairs
CloseCall America, Inc.

*Original Price list
forwarded to WFP*

RECEIVED & FILED

Max
FPSC-BUREAU OF RECORDS

05 MAR 18 AM 9:55

RECEIVED - FPSC DOCUMENT NUMBER - DATE

02682 MAR 18 08

Enclosure

FPSC-COMMISSION CLERK

**** FLORIDA PUBLIC SERVICE COMMISSION ****

DIVISION OF COMPETITIVE MARKETS AND ENFORCEMENT
CERTIFICATION

APPLICATION FORM
for
AUTHORITY TO PROVIDE
ALTERNATIVE LOCAL EXCHANGE SERVICE
WITHIN THE STATE OF FLORIDA

050189-TX

Instructions

- ◆ This form is used as an application for an original certificate and for approval of the assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Page 12).
- ◆ Print or type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of **\$250.00** to:

Florida Public Service Commission
Division of the Commission Clerk and Administrative Services
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770

- ◆ If you have questions about completing the form, contact:

Florida Public Service Commission
Division of Competitive Markets and Enforcement
Certification
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6600

APPLICATION

1. This is an application for (check one):

Original certificate (new company).

Approval of transfer of existing certificate: Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.

Approval of assignment of existing certificate: Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.

Approval of transfer of control: Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

CloseCall America, Inc.

3. Name under which the applicant will do business (fictitious name, etc.):

CloseCall America, Inc.

4. Official mailing address (including street name & number, post office box, city, state, zip code):

101 Log Canoe Circle
Stevensville, MD 21666

5. Florida address (including street name & number, post office box, city, state, zip code):
N/A

6. Structure of organization:

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Corporation |
| <input type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Other | |

7. If individual, provide:

Name:

Title:

Address:

City/State/Zip:

Telephone No.: _____ Fax No.:

Internet E-Mail Address:

Internet Website Address:

8. If incorporated in Florida, provide proof of authority to operate in Florida:

(a) The Florida Secretary of State corporate registration number:

9. If foreign corporation, provide proof of authority to operate in Florida:

(a) The Florida Secretary of State corporate registration number:
0001089835

10. If using fictitious name-d/b/a, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:

(a) The Florida Secretary of State fictitious name registration number:

11. If a limited liability partnership, provide proof of registration to operate in Florida:

(a) The Florida Secretary of State registration number:

12. If a partnership, provide name, title and address of all partners and a copy of the partnership agreement.

Name:

Title:

Address:

City/State/Zip:

Telephone No.: _____ Fax No.:

Internet E-Mail Address:

Internet Website Address:

13. If a foreign limited partnership, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.

(a) The Florida registration number:

14. Provide F.E.I. Number(if applicable):

15. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

(a) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. Provide explanation.

No officer, director, or our parent company has previously been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime,

(b) an officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

No officer, director, or our parent company has previously been an officer, director, partner or stockholder in any other Florida certificated telephone company.

16. Who will serve as liaison to the Commission with regard to the following?

(a) The application:

Name:	Chris Drazdys		
Title:	VP-Regulatory Affairs		
Address:	101 Log Canoe Circle		
City/State/Zip:	Stevensville, MD 21666		
Telephone No.:	410 604 3022	Fax No.:	410 604 0031

Internet E-Mail Address:	ben@closecall.com
Internet Website Address:	www.closecall.com

(b) Official point of contact for the ongoing operations of the company:

Name: Chris Drazdys
Title: VP-Regulatory Affairs
Address: 101 Log Canoe Circle
City/State/Zip: Stevensville, MD 21666
Telephone No.: 410 604 3022 Fax No.: 410 604 0031

Internet E-Mail Address: ben@closecall.com
Internet Website Address: www.closecall.com

(c) Complaints/Inquiries from customers:

Name: Jimayne Howser
Title: VP-Customer Service
Address: 101 Log Canoe Circle
City/State/Zip: Stevensville, MD 21666
Telephone No.: 410 604 0405 Fax No.: 410 604 0031

Internet E-Mail Address: jimayne@closecall.com
Internet Website Address: www.closecall.com

17. List the states in which the applicant:

(a) has operated as an alternative local exchange company.

Delaware, Indiana, Maryland, New Jersey, Ohio, Wisconsin, Michigan

(b) has applications pending to be certificated as an alternative local exchange company.

Pennsylvania

(c) is certificated to operate as an alternative local exchange company.

Delaware, Indiana, Maryland, New Jersey, Ohio, Wisconsin, Michigan

(b) Official point of contact for the ongoing operations of the company:

Name: Chris Drazdys
Title: VP-Regulatory Affairs
Address: 101 Log Canoe Circle
City/State/Zip: Stevensville, MD 21666
Telephone No.: 410 604 3022 Fax No.: 410 604 0031

Internet E-Mail Address: ben@closecall.com
Internet Website Address: www.closecall.com

(c) Complaints/Inquiries from customers:

Name: Jimayne Howser
Title: VP-Customer Service
Address: 101 Log Canoe Circle
City/State/Zip: Stevensville, MD 21666
Telephone No.: 410 604 0405 Fax No.: 410 604 0031

Internet E-Mail Address: jimayne@closecall.com
Internet Website Address: www.closecall.com

17. List the states in which the applicant:

(a) has operated as an alternative local exchange company.

Delaware, Indiana, Maryland, New Jersey, Wisconsin

(b) has applications pending to be certificated as an alternative local exchange company.

Pennsylvania

(c) is certificated to operate as an alternative local exchange company.

Delaware, Indiana, Maryland, New Jersey, Wisconsin

- (d) has been denied authority to operate as an alternative local exchange company and the circumstances involved.

N/A

- (e) has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

N/A

- (f) has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

N/A

18. Submit the following:

- A. Managerial capability: give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.**

See Attachment 1

- B. Technical capability: give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.**

See Attachment 1

C. Financial capability.

The application **should contain** the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer **affirming that the financial statements are true and correct** and should include:

1. the balance sheet: See Attachment 2
2. income statement: and See Attachment 2
3. statement of retained earnings. See Attachment 2

NOTE: *This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.*

Further, the following (which includes supporting documentation) should be provided:

1. **written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
2. **written explanation** that the applicant has sufficient financial capability to maintain the requested service.
3. **written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.

THIS PAGE MUST BE COMPLETED AND SIGNED

AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange company service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083."

UTILITY OFFICIAL:

Thomas Mazerski

Print Name

President

Title

410 604 3022

Telephone No. Fax No.

Signature

Date
2/1/05

Address:

101 Log Canoe Circle

Stevensville, MD 21666

THIS PAGE MUST BE COMPLETED AND SIGNED
APPLICANT ACKNOWLEDGMENT STATEMENT

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.

2. **APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL:

Thomas Mazerski

Print Name

President

Title

410 604 3022

Telephone No. Fax No.

Signature

3 / 14 / 05

Date

Address:

**101 Log Canoe Circle
Stevensville, MD 21666**

CLOSECALL AMERICA INC.

MANAGEMENT and TECHNICAL TEAM

Thomas Mazerski established CloseCall America Inc. in 1999 and serves as its President/CEO. He is also the Director of Operations and is involved in ensuring regulatory compliance. He has a master's degree in economics. He maintains continuing communications with Ameritech, as well as other I.L.E.C.s that the Company utilizes in providing services. CloseCall America Inc., a Delaware corporation is engaged in the delivery of local and interexchange telecommunication services, primarily in the state of Maryland and also has authority to operate in the states of Delaware, Illinois, Indiana, New Jersey, and Wisconsin. CloseCall America Inc. has current subscription of approximately 119000 lines and monthly revenues of over \$2.1M. Prior to such, he served as executive director of merger integration at Bell Atlantic/Verizon.

Naden Lean LLC, Accountants and Business Consultants, have evidenced the ability to manage, coordinate and motivate administrative staff to maintain the internal functions of consumer businesses. Naden Lean LLC maintains the audit processes for the company. Naden Lean's responsibilities include management of working capital including receivables, cash and payables. They provide various financial forecasts, including capital budget, cash budget, pro forma financial statements, external financing requirements, and financial condition requirements. CloseCall America is also independently audited every year by Ernst & Young

Chris Drazdys, the Vice President of Management Information Systems, has extensive experience in the field of technology platforms for administration of commercial operations. Chris has a B.A. degree in Criminal Justice and over 9 years experience in the set up and design of technical infrastructure. Mr. Drazdys is presently interacting with software engineers to develop the back office technology platform which will allow CloseCall to interface with primary carriers, payment centers and customers on a virtual basis to allow for efficiency in the management of service and account maintenance.

Jimayne Howser is the Call Center Executive Director. She has 7 years experience in customer service, call center management and organizational development.

Jeffrey Parmer is the Technical Support Executive Director. Jeff is MCSE certified and is currently working on Cisco certification. He has also obtained certification in various aspects of programming and technology including: languages, components, web technologies, tools, operating systems and hardware. Jeff's ongoing responsibilities are to design, develop and deploy the client/server application for customer service, as well as the accounting department.

TITLE SHEET

FLORIDA TELECOMMUNICATIONS PRICE LIST NO. 1

This price list sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user communications services by CloseCall America Incorporated of Florida, with its principal offices at , Suite 1100, , to customers within the State of Florida. 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:
Issued By:

Christopher Drasdyz
Vice President-Regulatory Affairs
101 Log Canoe Circle
Stevensville, MD 21666

Effective:

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 are named as below compromise all changes from the original price list and are currently in effect as of the date at the bottom of this page.

PAGE	REVISION	PAGE	REVISION
Title	Original	28	Original
2	Original	29	Original
3	Original	30	Original
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5	Original	32	Original
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9	Original	36	Original
10	Original	37	Original
11	Original	38	Original
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15	Original	42	Original
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17	Original	44	Original
18	Original	45	Original
19	Original	46	Original
20	Original	47	Original
21	Original	48	Original
22	Original	49	Original
23	Original	50	Original
24	Original	51	Original
25	Original	52	Original
26	Original	53	Original
27	Original	54	Original

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Check Sheet (cont'd)

PAGE	REVISION	PAGE	REVISION
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71	Original	98	Original
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Stevensville, MD 21666

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Vice President-Regulatory Affairs
101 Log Canoe Circle
Stevensville, MD 21666

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PRICE LIST FORMAT SHEETS

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

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Issued By:

Christopher Drasdyz
Vice President-Regulatory Affairs
101 Log Canoe Circle
Stevensville, MD 21666

Effective:

**EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS PRICE LIST**

The following symbols shall be used in this price list for the purpose 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 An Reduction To A Customer's Bill
- T** Change In Text Or Regulation But No Change In Rate Or Charge

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Issued By:

Christopher Drasdyz
Vice President-Regulatory Affairs
101 Log Canoe Circle
Stevensville, MD 21666

Effective:

Access Line: A transmission path, which connects a subscriber location to the carrier's terminal location or switching center.

Account Codes: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

Advance Payment Codes: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number. Advance Payment Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number. Advance Payment: Part or all of a payment required before the start of service.

Authorization Code: A numerical code, one or more of which is assigned to a subscriber to enable CloseCall America to identify use of service on his account and to bill the subscriber accordingly for such service. Multiple authorization codes may be assigned to a subscriber to identify individual users or groups of users on his account.

Automatic Number Identification (ANI): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Bandwidth: The total frequency band, in hertz, allocated for a channel.

Bit: The smallest unit of information in the binary system of notation.

Call Back/Camp: Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

Call Forwarding:

Call Forwarding Station: Allows calls directed to a station line to be routed to a user defined line inside or outside the customer's telephone system.

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Christopher Drasdyz
Vice President-Regulatory Affairs
101 Log Canoe Circle
Stevensville, MD 21666

Effective:

Call Forwarding System: Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the customer's telephone system.

Call Forwarding Remote: This optional feature allows a user to activate/deactivate the Call Forwarding - All Calls feature or change the forwarded to telephone number from a remote location.

Call Forwarding Busy: Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Don't Answer: Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Variable Limited: When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

Call Forwarding Variable Unlimited: The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

Call Hold: Allows the user to hold one call for any length of time provided that neither party goes on-hook.

Call Park: Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

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Christopher Drasdyz
Vice President-Regulatory Affairs
101 Log Canoe Circle
Stevensville, MD 21666

Effective:

Call Pickup: Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a customer group.

Call Transfer: Allows a station line user to transfer any established call to another station line inside or outside the customer group without the assistance of the attendant.

Call Waiting: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switchhook flash.

Communications Services: The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Company, Carrier, or CloseCall America Incorporated: CloseCall America Incorporated, the issuer of this price list.

Customer or Subscriber: The person, firm or Incorporated which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dedicated Access Lines ("DAL"): A group of leased lines which interconnect a switching system to a dedicated subscriber.

Dedicated Inbound Calls: Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's POP. This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dedicated Outbound Calls: Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's Point of Presence (POP). The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Issued:
Issued By:

Christopher Drasdyz
Vice President-Regulatory Affairs
101 Log Canoe Circle
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Effective:

Dial Pulse (or "DP")Pulse (or DP)(or DP): The pulse type employed by rotary dial station sets.

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the company operator.

Digital Signal Level 1 ("DS-1"): A 1.544 Mbit/s signal (T1 carrier).

Direct Inward Dial (or "DID")Inward Dial (or DID)Dial (or DID): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial (or "DOD")Outward Dial (or DOD)Dial (or DOD): A service attribute that allows individual station users to access and dial outside numbers directly.

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

Do Not Disturb: Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

DSX-1 Panel: Distribution equipment used to terminate and administer DS1 (1.544 Mbps) circuits.

Dual Tone Multi-FrequencyTone: The pulse type employed by tone dial station sets.

Duplex ServiceService: Service which provides for simultaneous transmission in both directions.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Interconnection: The connection of telephone equipment to the network; also, the connection of one carrier with another, i.e., the interface between carriers.

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Interexchange Service: Any of the Company's service offerings which provide switched communications between Local Exchange Carrier defined exchange service areas. Interexchange Services include, but are not limited to MTS, Toll Free Service and Other Service Arrangements.

Joint User: A person, firm or Incorporated which is designated by the Customer as a user of services furnished to the Customer by CloseCall America Incorporated and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Kbps: Kilobits per second, denotes thousands of bits per second.

Last Number Redial: Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

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. Price list F.C.C. No. 4.

Local Exchange Carrier or ("LEC"): Denotes any individual, partnership, association, joint-stock company, trust or Incorporated engaged in providing switched communication within an exchange.

Mbps: Megabits, denotes millions of bits per second.

Multi-Frequency or ("MF"): An inter-machine pulse-type used for signaling between telephone switches or between telephone switches and PBX/key systems.

Other Carrier: A person, firm, Incorporated, or entity regulated by the PSC or the FCC which subscribes to carriers' communications services and facilities and resells these communications services and facilities to the public for a profit. Unless otherwise indicated herein, the term "other carrier" when used in this price list includes entities which are brokers of the service (act as intermediaries for the purpose of reselling), those entities which are processors of the service (enhance the value of the service through substantial incurred costs) and those entities which are underlying carriers or providers of facilities.

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Point of Presence ("POP"): Point at which responsibility for handling traffic changes over from the local telephone operating company to the interexchange carrier.

Premises: The space designated by a Subscriber as its place or places of business for termination of service (whether for its own communications needs or for its resale subscribers).

Primary InterLATA Carrier ("PIC"): Long distance carrier designated by a telephone subscriber to provide him with interLATA service without having to dial a special access code.

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

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

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this price list, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Shared Inbound Calls: Refers to calls that are terminated via the Customer's LEC-provided local exchange access line.

Shared Outbound Calls: Refers to calls in Feature Group D exchanges whereby the Customer's local telephone lines are presubscribed by the local exchange company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's network. Calls to stations within the Customer's LATA may be placed by dialing "10 + XXX or 101XXXX + the 10-digit number".

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Speed Calling: Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed-calling list is customer-changeable.

Station: Allows a station line user to add, change or delete telephone numbers from a speed-calling list. The list is dedicated to the individual station line user.

Subscriber-Provided Equipment - Terminal equipment, as defined herein, provided by a subscriber.

System: Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

Terminal Equipment - Devices, apparatus and their associated wiring, such as teleprinters, telephone handsets, data sets, or microprocessors.

T1 - The basic 24-channel 1.544 Mbps pulse code modulation system as used in the United States.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

User or End User: A Customer, Joint User, or any other person authorized by Customer to use service provided under this price list.

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SECTION 2: REGULATIONS

2.1 **Undertaking of the Company**

2.1.1 **Scope**

The Company undertakes to furnish communications service pursuant to the terms of this price list in connection with one-way and/or two-way information transmission between points within the State of Florida.

Customers and users may use services and facilities provided under this price list to obtain access to services offered by other service providers. The Company is responsible under this price list only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2 **Shortage of Equipment or Facilities**

- A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B) The furnishing of service under this price list is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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SECTION 2: REGULATIONS

2.1 **Undertaking of the Company (cont'd).**

2.1.3 **Terms and Conditions**

- 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) Except as otherwise stated in this Price list, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this price list prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D) In any action between the parties to enforce any provision of this tariff, the Company shall be entitled to recover its legal fees and court costs from the customer, in the event the Company prevails in the action. In addition, the Company will be entitled to any other relief the court may award.

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SECTION 2: REGULATIONS

2.1 **Undertaking of the Company (cont'd).**

2.1.3 **Terms and Conditions (cont'd).**

- E) Service may be terminated upon written notice to the Customer if:
 - 1) the Customer is using the service in violation of this price list; or
 - 2) the Customer is using the service in violation of the law.
- F) This price list shall be interpreted and governed by the laws of the State of Florida without regard for its choice of laws provision.
- G) Southern Bell Telephone Company of Florida or Any Other Telephone Company of Florida must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H) To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its' customers. At the reasonable request of either party, the Company and the Other Telephone Company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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SECTION 2: REGULATIONS

2.2 **Liability of the Company**

- A) Except as otherwise stated in this Price list, the liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.7. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; 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, Incorporated, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- C) The Company shall not be liable for:
 - 1) any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for interconnection with Network Services;
or
 - 2) for the acts or omissions of common carriers or warehousemen.
- D) 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 equipment or facilities provided by the Customer or third parties.

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SECTION 2: REGULATIONS**2.2 Liability of the Company (cont'd).**

- E) 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. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.2 (E) as a condition precedent to such installations.
- F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- G) The Company shall be indemnified, defended and held harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, invasion of privacy or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's facilities.
- H) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services in the month in which the event giving rise to the liability occurred. No action or proceeding against the Company shall be commenced more than one year after the event giving rise to the liability occurred.
- I) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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2.2 **Liability of the Company (cont'd).**

- J) The Company shall indemnify, defend, and hold harmless the Customer from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for any injury to persons or property, and any interruption of, interference to, or other defect in any service provided by the Company to any third party, if such injury, interruption, interference, or other defect was not caused by any negligent or intentional act or omission of the Customer or any of its officers, employees, agents, invitees, or contractors.

- K) The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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SECTION 2: REGULATIONS**2.3 Provision of Equipment and Facilities**

- A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this price list. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer can expect a quality of service at a level at least equivalent to the service of the incumbent local exchange company. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E) 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.
- F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this price list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price list and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - 1) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or

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SECTION 2: REGULATIONS**2.3 Provision of Equipment and Facilities (cont'd).**

- 2) the reception of signals by Customer-provided equipment; or
 - 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- G) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

2.3.1 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but at the Customer's request extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.3.2 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this price list, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A) where facilities are not presently available and there is no other requirement for the facilities so constructed;
- B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- D) in a quantity greater than that which the Company would normally construct;

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2.3 **Provision of Equipment and Facilities (cont'd).**

2.3.3 **Special Construction (cont'd.)**

- E) on an expedited basis;
- F) on a temporary basis until permanent facilities are available;
- G) involving abnormal costs; or
- H) in advance of its normal construction.

2.3.5 **Ownership of Facilities**

Title to all facilities provided in accordance with this price list remains in the Company, its agents or contractors. Equipment furnished by the Company on the premises of a subscriber is the property of the Company.

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2.3 **Prohibited Uses**

- A) 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 required governmental approvals, authorizations, licenses, consents and permits.
- B) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Florida Public Service Commission regulations, policies, orders, and decisions.
- C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- D) A customer, joint user, 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. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this price list will apply.

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2.5 **Obligations of the Customer**

2.5.1 **General**

The Customer shall be responsible for:

- A) the payment of all applicable charges pursuant to this price list;
- B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.5.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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2.5 **Obligations of the Customer**

2.5.1 **General (cont'd.)**

- F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.5.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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2.5 **Obligations of the Customer**

2.5.2 **Liability of the Customer**

- A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this 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.
- C) The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Price list including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Price list is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- D) Neither subscriber's landlord nor landlord's officers, agents or employees, the building management or any party in interest to the lease under which subscriber occupies space in the building shall have any liability to subscriber arising from the provision or operation of the services and service-related equipment referred to herein, or the interruption or failure thereof from any cause whatsoever.

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SECTION 2: REGULATIONS**2.6 Customer Equipment and Channels****2.6.1 General**

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this price list. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this price list.

2.6.2 Station Equipment

- A) Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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2.6 **Customer Equipment and Channels (cont'd).**

2.6.3 **Interconnection of Facilities**

- A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by and in accordance with, the terms and conditions of the price lists of the other communications carriers which are applicable to such connections.
- C) Facilities furnished under this price list may be connected to customer provided terminal equipment in accordance with the provisions of this price list. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this price list only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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2.6 **Customer Equipment and Channels (cont'd).**

2.6.4 **Inspections**

- A) 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 is complying with the requirements set forth in Section 2.6.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

- B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action, as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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SECTION 2: REGULATIONS**2.7 Customer 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 up to one month of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill.

2.7.1 Deposits

- A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
- 1) two month's charges for a service or facility which has a minimum payment period of one month; or
 - 2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B) A deposit may be required in addition to an advance payment.
- C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 15 days after service has been discontinued. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- D) Deposits held will accrue interest at a rate specified by the Florida Public Service Commission without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

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SECTION 2: REGULATIONS**2.8 Payment Arrangements****2.8.1 Payment for Service**

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

2.8.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A) Non-recurring charges are due and payable within 30 days after the date of the invoice.
- B) The Company shall present invoices for monthly Recurring Charges as well as usage charges to the Customer for the preceding billing period.
- C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rate basis. For this purpose, every month is considered to have 30 days.
- D) 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.
- E) 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 the lesser of:

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2.8 **Payment Arrangements (cont'd)**

2.8.2 **Billing and Collection of Charges (cont'd.)**

- 1) a rate of 1.5 percent per month; or
 - 2) the highest interest rate which may be applied under state law for commercial transactions.
- F) 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.
- G) Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.
- H) If service is disconnected by the Company in accordance with Section 2.8.3 following and later restored, restoration of service will be subject to all applicable installation charges.
- I) All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.8.3 **Discontinuance of Service for Cause**

- A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D) Upon 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 immediately discontinue or suspend service without incurring any liability.

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2.8 **Payment Arrangements (cont'd)**

2.8.2 **Billing and Collection of Charges (cont'd.)**

- 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 as set forth in Section 2.9 of this price list. The Customer will also be responsible for payment of any reconnection charges.
- G) Upon the Company's discontinuance of service to the Customer under Section 2.8.3(A) or 2.8.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this price list, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).
H) The Customer is responsible for providing adequate access lines to enable the Company to terminate all Toll Free Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate Toll Free Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after 90 days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's Toll Free Service, with 30 days written notice.

2.8.4 **Notice to Company for Cancellation of Service**

Customers desiring to terminate service shall provide the Company thirty (30) days, written notice of desire to terminate service. Notice should be sent to:

CloseCall America, Incorporated
101 Log Canoe Circle
Stevensville, MD 21666
Attn: Customer Care

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2.8 **Payment Arrangements (cont'd)**

2.8.5 Cancellation of Application for Service

- A) Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).
- C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D) The special charges described in 2.8.5(A) through 2.8.5(C) will be calculated and applied on a case-by-case basis.

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2.8 **Payment Arrangements (cont'd)**

2.8.6 **Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.8.7 **Backbilling Procedure**

- A) The Company will not include on subscriber's bill any previously unbilled charge for service furnished prior to twelve months immediately preceding the date of the bill, except as specified below.
- B) Subscriber's bill may include charges for service furnished up to five months prior to the date of the bill for:
 - 1) collect calls
 - 2) credit card calls
 - 3) third party calls
 - 4) "error file" calls (calls which cannot be billed due to the unavailability of complete billing information to the Company.)
- C) Subscriber's bill may include charges for service furnished up to one and a half (1 1/2) years prior to the date of the bill in circumstances involving toll fraud.

2.8.8 **Establishment and Re-establishment of Credit**

The Company reserves the right to examine the credit record of all applicants and subscribers. A subscriber whose service has been discontinued for nonpayment of bills will be required to pay any unpaid balance due to the Company and to re-establish credit.

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SECTION 2: REGULATIONS**2.9 Allowances for Interruptions in Service**

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this price list 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 2.9.1 for the part of the service that the interruption affects.

2.9.1 Credit for Interruptions

- A) CloseCall will grant a one (1) day credit for fixed charges for service allowance for any service interruption due to failure in CloseCall's facility. CloseCall will waive (1) month's fixed charges for any service interruption lasting more than five (5) hours in a billing month due to failure in CloseCall's facility. Credits will be payable only if the Customer has called in a trouble report within 3 days of the occurrence.
- B) A service interruption will be deemed to have occurred only if service becomes unusable to Customer as a result of failure of CloseCall' facility, equipment or personnel used to provide the service in question, and only where the interruption is not the result of: (i) the negligence or acts of Customer or its agents; (ii) the failure or malfunction of non-CloseCall equipment or systems; (iii) circumstances or causes beyond the control of CloseCall; or (iv) a service interruption caused by service maintenance, alteration or implementation. Such credits will be granted only if: (a) Customer affords CloseCall full and free access to Customer's premises to make appropriate repairs, maintenance, testing, etc.: and (b) Customer does not continue to use the service on an impaired basis.
- C) The foregoing states Customer's sole remedy for service interruption under the Agreement and in no event shall CloseCall be liable for any direct, indirect, incidental, consequential, punitive or special damages to Customer as result of any CloseCall service, equipment, facilities, person or system provided or utilized under this Agreement.
- D) A credit allowance will be given for interruptions of 15 minutes or more.

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2.9 **Allowances for Interruptions in Service (cont'd)**

2.9.2 **Limitations on Allowances**

No credit allowance will be made for:

- A) interruptions due to the negligence of, or noncompliance with the provisions of this price list by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- C) interruptions due to the failure or malfunction of non-Company equipment;
- D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- G) due to circumstances or causes beyond the control of Company; and
- H) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

2.9.3 **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 which has been subject to the outage or cumulative service credits.

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2.10 **Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.10.1), Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.8.2.

Upon cancellation or termination of service hereunder, Customer will make service available for removal, which will be accomplished by the Company in a careful and reasonably expeditious fashion. If Customer does not make the service or equipment available for removal by the Company, then in addition to all other remedies at law or equity available to the Company, all obligations of Customer will remain in force and effect until removal is accomplished. Customer will continue to pay charges for services during such period.

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2.10 **Cancellation of Service/Termination Liability (cont'd.)**

2.10.1 **Termination Liability**

Customer's termination liability for cancellation of service shall be equal to:

- A) all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;
- B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C) all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at 8% per year.
- D) the reasonable removal of all equipment specially ordered to service customers, including: crating, shipping and insurance charges to Chicago if CloseCall can utilize the Equipment.

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2.11 **Customer Liability for Unauthorized Use of the Network**

2.11.1 **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 price list.

2.11.2 **Liability for Calling Card Fraud**

- A) The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Company calling card, provided that the unauthorized use occurs before the Company has been notified.
- B) A Company calling card is a telephone calling card 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.
- C) The Customer must give the Company written notice that an unauthorized use of the Company calling card has occurred or may occur as a result of loss, theft or other reasons. Notice should be sent to:

CloseCall America, Inc.
101 Log Canoe Circle
Stevensville, MD 21666
Attn: Customer Care

- D) 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 price list. 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.
- E) The Customer is liable for all charges incurred as a result of unauthorized use of the Network, including incidental and consequential damages. In addition, the Customer is responsible for payment of any charges related to the suspension and/or termination of service and any charges for reconnection of service.

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2.11 **Customer Liability for Unauthorized Use of the Network (cont'd.)**

2.11.3 **Liability for Credit Card Fraud and Other Unauthorized Use**

- A) The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a credit card, provided: (1) the card is an accepted credit card, and (2) the unauthorized use occurs before the Company has been notified. 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.
- B) The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.
- C) The Customer must give the Company written notice that an unauthorized use of the credit card has occurred.

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2.12 **Use of Customer's Service by Others**

2.12.1 **Resale and Sharing**

Any service provided under this price list may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or Florida Public Service Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this price list, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.12.2 **Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this price list. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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2.13 **Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- A) to any subsidiary, parent company or affiliate of the Company; or
- B) pursuant to any sale or transfer of substantially all the assets of the Company; or
- C) pursuant to any financing, merger or reorganization of the Company.

2.14 **Notices and Communications**

- A) The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B) The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill. Mail or other communications should be delivered to:
CloseCall America, Inc.
101 Log Canoe Circle
Stevensville, MD 21666
Attn: Customer Care
- C) All notices or other communications required to be given pursuant to this price list will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- D) The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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2.15 **Operator Services Rules**

- A) The Company will enforce the following operator service rules.
A provider of intrastate operator assisted communications services must:
- 1) identify itself at the time the end-user accesses its services;
 - 2) upon request, quote all rates and charges for its services to the end-user accessing its system;
 - 3) arrange to have posted in plain view at each telephone location which automatically accesses the operator service provider's network and where its services are made available to the public or transient end-users:
 - a) the operator service provider's name and address;
 - b) bill and service dispute calling information including the operator service provider's dispute resolution phone number;
 - c) clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the enduser;
and
 - d) notice concerning any and all amounts to be billed by the operator services provider on behalf of any host location or third party which will appear on the operator service provider's bill for services rendered.

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2.14 Operator Services Rules (cont'd.)

A) **(cont'd.)**

- 4) in instances when the provider is unable to complete the call and it requires transfer to another telephone Incorporated which may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred; and
- 5) in the case of such transfer, the telephone Incorporated or provider to which the call is transferred shall identify itself and inform the caller of the transfer's effect on the applicable rates and charges, before any charges are incurred.

B) The Company will comply with the following provisions:

- 1) Providers of intrastate operator assisted communications services shall not take any action or enter into any arrangement which restricts end-user selection among competing interexchange telephone corporations or end users access to competing providers of intrastate operator assisted communications services, or pay any commissions or other compensation to any entity engaged in such action or arrangement.

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SECTION 3: APPLICATIONS OF RATES**3.1 Introduction**

The regulations set forth in this section govern the application of rates for services contained in other sections of this price list.

3.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A) Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- B) Timing on completed calls begins when the called party answers the call. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- E) All times refer to local time.
- F) There shall be no charge for uncompleted calls.

3.3 Minimum Call Completion Rate

A customer can expect a call completion rate of not less than 95% during peak use periods for all FG D services (1 + dialing).

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SECTION 3: APPLICATIONS OF RATES3.4 **Rates Based Upon Distance**

Where charges for a service are specified based upon distance, the following rules apply:

- A) Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated Toll Free Service or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.
- B) The airline distance between any two rate centers is determined as follows:
- 1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate center from the above-referenced Bellcore document.
 - 2) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
 - 3) Square each difference obtained in step (2) above.
 - 4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.
 - 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
 - 6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
 - 7) **FORMULA** = $\sqrt{((V1^2 - V2^2) + (H1^2 - H2^2))/10}$

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SECTION 3: APPLICATION OF RATES**4.1 Exchange Access Service Areas**

Exchange Access Service Areas (EASA) are provided (pursuant to Section 5) in limited geographic areas. Exchange Access Services bearing the following NPA-NXX are provided in the following areas1:

NPA/NXX	Exchange Access Service is Available	
561-829	PAHOKEE	BELLEGLADE
305-433	KEY WEST, MARATHON, SUGAR LOAFKEY	BIG PINE
561-208	CORAL SPRING, DEERFIELD BEACH, POMPANOBCH, DELRAY BEACH	BOCA RATON BOYNTONBCH
561-244	DELRAY BEACH, WEST PALM BEACH	
754-323	BOCA RATON, DEERFIELD BEACH, FTLAUDERDALE, POMPANO BEACH	CORAL SPG
954-281	BOCA RATON, CORAL SPRINGS, FT LAUDERDL, POMPANOBEACH, DELRAY BEACH	DEERFLDBCH
561-450	BOCA RATON, DEERFIELD BEACH, BOYNTON BEACH	DELRAY BCH FORTPIERCE
TBA	PORT TST LUCIE	
954-727	CORAL SPRINGS DEERFIELD BEACH, HOLLYWOOD, POMPANO BEACH	FTLAUDERDL
TBD	JENSEN BEACH, JUPITER, PORT ST LUCIE, STUART	HOBE SOUND HOLLYWOOD HOMESTEAD
954-364	FT LAUDERDALE, NORTH DADE	
786-226	PERRINE, MIAMI	
TBD	KEY LARGO, MARATHON ISLAMORADA	JENSEN BCH
TBD	HOBE SOUND, PORT TST LUCIE, STUART	JUPITER
TBD	HOBE SOUND, WEST PALM BEACH	KEYLARGO
305-735	ISLAMORADA, NOKEYLARGO	KEY WEST
TBD	SUGAR LOAFKEY, BIG PINE	MARATHON
TBD	BIG PINE, ISLAMORADA	MIAMI
786-206	HOMESTEAD, PERRINE, NORTH DADE	NOKEYLARGO
TBD	KEY LARGO	NORTH DADE
786-207	MIAMI, HOLLYWOOD, PERRINE	PAHOKEE
786-232	BELLEGLADE	PERRINE
TBD	HOMESTEAD, MIAMI, NORTH DADE	
954-283	BOCA RATON, CORAL SPRINGS DEERFIELD BEACCH, FT LAUDERDALE	POMPANO BCH
TBD	FORT PIERCE, HOBE SOUND, JENSEN BEACH, STUART	PTST LUCIE SEBASTIAN
TBD	VERO BEACH	
TBD	HOBE SOUND, JENSEN BEACH, PORT ST LUCIE, INDIANTOWN	STUART
TBD	BIG PINE, KEY WEST	SUGARLFKEY
TBD	SEBASTIAN	VERO BEACH
561-202	JUPITER, BOYNTON BEACH	WPALMBEACH

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SECTION 4: SERVICE AREAS

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SECTION 5: EXCHANGE ACCESS SERVICE**5.1 General**

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

- A) receive calls from other stations on the public switched telecommunications network;
- B) access other services offered by the Company as set forth in this price list;
- C) access certain interstate and international calling services provided by the Company;
- D) access (at no additional charge) the Company's operators and business office for service related assistance;
- E) access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- F) access services provided by other common carriers which purchase the Company's Switched Access services as provided under the Company's Federal and State price lists, or which maintain other types of traffic exchange arrangements with the Company.
- G) Exchange Access Service can be used to originate calls to other telephone companies' caller-paid information services (e.g. NPA 900, NXX 970, 540, etc.).. Calls to numbers "NXX 976" will not be blocked unless otherwise specified by the Customer at the time service is ordered. The Customer assumes full responsibility for any payment if they originate calls to caller-paid or pay per call information services.

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5.1 General (cont'd.)

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

The following Exchange Access Services are offered:

Basic Line Service (both Residential and Business)
Basic Trunk Service
DID Trunk Service
Digital Trunk Service
ISDN Primary Rate Interface (PRI) Service

5.1.1 Monthly access rates for network access lines are determined by class of service and by rate group.

5.1.2 The appropriate rate group for each district is shown in section 5.2 following.

5.2 Exchange Area Rate Groups

Exchange areas are classified by rate groups for the purpose of establishing local service charges. The rate group classification is based on the number of customers in the local service area.

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5.3 **Basic Line Service**

Basic Line Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Line may be configured into a hunt group with other Company-provided Basic Lines. Each Basic Line is provided with the following standard services: access to 911; operator services, and relay services. Each Basic Line is also provided with the following standard features which can be deleted at the Customer's option:

- Touch Tone
- Call Waiting
- Call Forwarding
- Three-Way Conference Calling

Non-recurring and Recurring charges per Basic Line apply as follows:

<u>Rate Zone</u>	<u>Non-Recurring Charge</u>	<u>Recurring Charge</u>
All Zones	\$500.00	\$25.00

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5.4 **End User Common Line (EUCL) Charge**

End User Common Line Charges as filed for the State of Florida in the CloseCall America tariff FCC #1 will be applicable to all end users.

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5.5 **Basic Trunk Service**

Basic Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic Trunk is provided with touch tone signaling and may be configured into a hunt group with other Company-provided Basic Trunks.

For trunks equipped with Direct Inward Dial (DID) capability and DID number blocks, see Sections 5.6 & 5.7.

Non-recurring and Recurring charges per Basic Trunk apply as follows:

Non-Recurring Charge
\$500.00

Recurring Charge
\$25.00

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5.6 **DID Trunk Service**

DID Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to receive incoming calls one call at a time. DID Trunk Service transmits the dialed digits for all incoming calls allowing the customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID number blocks apply in addition to the DID Trunk charges listed below.

Non-recurring and Recurring charges per DID Trunk apply as follows:

<u>Non-Recurring Charge</u>	<u>Recurring Charge</u>
\$500.00	\$35.00

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5.7 Digital Trunk Service

Digital Trunk Service provides a Customer with a digital connection operating at 1.544 Mbps which is time division multiplexed into 24 individual voice-grade telephonic communications channels, each of which can be used to place or receive one call at a time. Digital Trunks are provided for connection of compatible Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Digital Trunk is provided with dual tone multi-frequency (DTMF) or multi-frequency (MF) signaling, as specified by the Customer. Digital Trunks may be configured into hunt groups with other Company-provided Digital Trunks. The terminal interface for each Digital Trunk Service is a DSX-1 panel.

Individual channels carried over a Digital Trunk may be equipped with Direct Inward Dial (DID) capability. Additional charges for DID number blocks are set forth in Section 6.2. Monthly recurring rates per Digital Trunk. Rates include local usage. IntraLATA toll usage charges are not included in monthly rates.

Digital T1

(Rates apply to all Rate Zones)

<u>T1 Equivalent</u>	<u>1 year term</u>	<u>2 year term</u>
<u>T1 Equivalent</u>	<u>1 YR</u>	<u>2 YR</u>
1-10	\$800	\$740
11-27	\$780	\$720
28+	\$760	\$700

DID/DOD T1

(Rates apply to all Rate Zones)

<u>T1 Equivalent</u>	<u>1 year term</u>	<u>2 year term</u>
1-10	\$775	\$715
11-27	\$755	\$695
28+	\$735	\$675

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5.7 **Digital Trunk Service cont'd**

Flat Rate

Monthly recurring rates per Digital Trunk per point. Monthly rates include local usage and up to a maximum of 20,000 minutes of intraLATA toll usage. IntraLATA toll usage restriction is per circuit.

Digital T1

<u>T1 Equivalent</u>	<u>1 YR</u>	<u>2 YR</u>
1-10	\$900	\$840
11-27	\$880	\$820
28+	\$860	\$800

DIOD T1

<u>T1 Equivalent</u>	<u>1 YR</u>	<u>2 YR</u>
1-10	\$875	\$815
11-27	\$855	\$795
28+	\$835	\$775

The above recurring rates per Digital Trunk per point does not apply to DOD circuits and circuits can not exceed 30 miles from customers premise. For the above rates to apply, the customer must meet an average minimum usage of \$1500 per circuit per customer account.

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5.7 **Digital Trunk Service (cont'd.)**

Non-recurring rates per Digital Trunk per point apply as follows:

	<u>Non-Recurring Charge</u>
Install	\$750.00

Customer may, at its option, procure links directly from another service provider other than CloseCall while subscribing to CloseCall port elements.

5.8 **ISDN Primary Rate Interface (PRI) Service**

CloseCall ISDN PRI is a competitive digital business telecommunications service offered to all customers located within Miami LATA 460. ISDN PRI is a switched service that provides the end user with clear channel signaling (64Kbs) in increments of 24 channels formatted within a T1 (1.544 Mbps) allowing such uses as carrying voice traffic, packetized data, or acting as common trunks. CloseCall ISDN PRI end users will connect their CPE equipment to CloseCall's central office via T1 connections.

All Customer Provided Equipment (CPE) used with CloseCall ISDN PRI is required to conform with the Bellcore Technical Reference Specifications as used by CloseCall: ISDN Primary Rate Access Transport System Requirements (a module of TSGR, FR-440), Issue Number 01; Technical Reference: TR-TSY-000754.

5.8.1 **Standard Features for Circuit Switched Voice and Circuit Switched Data Services**

A) Call by Call for Trunk Groups

Allows Circuit Switched Voice and Circuit Switched Data Services to enable over the CloseCall ISDN PRI trunk to share "B" channels and arrange them as a single trunk group.

This allows incoming and outgoing Circuit Switched Voice and Data calls to utilize "B" Channels on a call by call basis. (Without this capability, each service would require "B" channel.) "B" Channel Packet Switched Data Service cannot utilize this capability. ISDN PRI provides the end user with fractional T1 capabilities by using multiple B channels as required to support the request for aggregate bandwidth of each application thus using SS7 interconnection trunks between CloseCall and Southern Bell Telephone Company of Florida. All of the 23 channels (24 where technology permits) are usable as stand alone trunk groups. Trunk groups can be equipped with Direct Inward Dial (DID) functionality.

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SECTION 5: EXCHANGE ACCESS SERVICE**5.8 ISDN Primary Rate Interface (PRI) Service cont'd****5.8.1. Standard Features for Circuit Switched Voice and Circuit Switched Data Services****B) Caller Name and Number Delivery (Caller ID) Capability**

All calling numbers presented to the services working on the ISDN PRI connection can be delivered to the customer's CPE, including calls made to Direct Inward Dialing Service telephone numbers.

C) Clear Channel Capability

ISDN PRI uses a standard 23b +D channel format providing "B" channels solely used for customer applications, since all signaling and control functions are handled by the "D" channel. This allows up to 64 Kbps access on each "B" channel and multiple B channels can be configured together in order to satisfy bandwidth requirements required to pass customer information to distant end terminations where technically feasible via CloseCall ISDN PRI connections. ISDN PRI also allows multiple T1s to be configured as one user group using a single D channel for signaling support thus increasing available bandwidth.

D) Digital Voice Transmission

All voice calls are converted from an analog into a digital format to be transported across the network.

E) "D" Channel Control of Multiple Prime

Utilizes a single "D" channel to provide signaling and control for multiple ISDN PRI connections within a defined group. This allows the end user an additional bandwidth of 1.544 Mbs for each additional PRI port connection.

F) Equal Access Calling

Allows the customer to predefine an interexchange carrier or randomly access an interexchange carrier for each Trunk Group enabled. The carrier designation can be changed for charges as filed for the State of Florida with the F.C.C. in CloseCall America Incorporated Price list F.C.C. No. 1.

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5.8 **ISDN Primary Rate Interface (PRI) Service cont'd**

5.8.2 **Optional Features for Circuit Switched Voice and Circuit Switched Data Services**

A) Backup "D" Channel Arrangement

Provides backup for a primary "D" channel under those circumstances where multiple ISDN Prime connections share a "D" single channel. A predetermined "D" channel on another PRI connection would automatically take over call control and signaling functions.

	Monthly Recurring Charge	Non Recurring Charge
D-Channel	\$50.00	\$50.00

B) System Intercommunication Service

Allows CloseCall ISDN PRI "B" channels to connect to a Centrex business system or another Company's ISDN PRI that originates in the same central office. This feature is offered on a per trunk Group basis only.

C) Call by Call for FX and Tie Lines

Allows Foreign District (FX) and Tie Line calls to be directed to and originated from ISDN **PRI** "B" channels. This provides Call by Call service selection for incoming and outgoing Circuit Switched and Private Facility services.

D) Network Ring Again

Enables station users whose Digital PBX is connected to a central office by ISDN Prime to complete calls to a busy station line in another system without redialing. The system may be in the same or a different central office.

E) Network Name Display

Allows the name of a station user calling over an ISDN PRI to be forwarded for display on a properly equipped customer-provided set. The terminating system may be in the same or a different central office.

F) **Caller Name and Number Delivery (Caller ID)**

Caller ID allows customers to receive the name and number of the calling party at a PBX/station equipped with a customer-provided display. The Customer must have a PBX or Key System that is ISCN NI-2 compliant and can accept a PRI.

Monthly Recurring: \$350.00 Non-Recurring Charge: \$50.00
(M) – (M) This information previously appeared on Page 64

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5.8 ISDN Primary Rate Interface (PRI) Service (cont'd.)

5.8.2 Optional Features for Circuit Switched Voice and Circuit Switched Data Services (cont'd.)

F) Outbound ANI Over T1

Enables CloseCall outbound Customers to deliver a pre-programmed calling name and calling number over their T1 Trunks. The Customer can request a specific name and number to be delivered when they make an outbound call.

Monthly Recurring: \$50.00

Non-Recurring Charge: N/A

G) 2B Channel Transfer

Allows the Customer's CPE to more efficiently use PRI trunk connections for ISDN calling. If an inbound call is forwarded or transferred using two channels in a PRI, the channels that were used to make the connection can be dropped and made available to future calls.

Monthly Recurring Charge: \$10.00 per channel Non-Recurring Charge: \$ 5.00 per channel

5.8.3 Usage Rates

Voice and circuit switched calls will be subject to the usage charges in the Company's Basic Line Service as shown in section 8.3 of this price list.

5.8.4 Line Charges

The rates shown below for CloseCall PRI include local usage charges. Separate charges for intraLATA toll usage charges and associated customer premises equipment apply.

(Rates apply to all Rate Zones)

<u>T1 Equivalent</u>	<u>1 year term</u>	<u>2 year term</u>
1-10	\$800	\$740
11-27	\$780	\$720
28+	\$760	\$700

Flat Rate

The rates shown below for CloseCall PRI include local usage charges and a maximum of 20,000 intraLATA toll minutes of use per circuit per month.

<u>T1 Equivalent</u>	<u>1 YR</u>	<u>2 YR</u>
1-10	\$900	\$840
11-27	\$880	\$820
28+	\$860	\$800

The above recurring rates for CloseCall PRI does not apply to DOD circuits and circuits can not exceed 30 miles from customers premise. For the above rates to apply, the customer must meet an average minimum usage of \$1500 per circuit per customer account.

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5.9 **Inbound Digital DID Service From Multiple Rate Centers**

Inbound Digital DID Service From Multiple Rate Centers is designed for high volumes of inbound calling. A minimum order of 24 lines is required. This service will support all rate centers per facility or trunk group within CloseCall's designated service areas.

Customers may choose to have Inbound Digital DID Service from Multiple Rate Center equipped with ISDN Primary Rate Interface (PRI).

For all Rate Zones, Monthly recurring rates per T1 apply as follows:

<u>#T-1s</u>	<u>ISDN PRI</u>	
	1 YR	2 YR
1 – 3	\$1,700	\$1,530
4 – 6	\$1,530	\$1,360
7 – 11	\$1,445	\$1,275
12 – 18	\$1,360	\$1,190
19 – 27	\$1,275	\$1,105
28+	\$1,190	\$1,020

Non-recurring rates per T1 apply as follows:

		<u>Non-Recurring Charge Per T1</u>	
Install		\$500.00	
ISDN PRI Co-located			
<u>Flat Rate</u>		<u>Measured Rate</u>	
1 YR	2 YR	1 YR	2 YR
\$600	\$575	\$420	\$403
\$575	\$550	\$403	\$385
\$550	\$525	\$385	\$368
\$525	\$500	\$368	\$350

Non-recurring rates per T1 for co-location apply as follows:

<u>Non-Recurring Charge Per T1</u>	
Install	\$150.00

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5.10 **Virtual Exchange Service**

5.10.1 **Description**

Virtual Exchange is an inbound foreign exchange (FX) service. The Company assigns telephone numbers (NPA-NXX-XXXX) from a foreign rate center outside the subscriber's geographic exchange area. Virtual Exchange service must terminate on CloseCall provided DID, DIOD, 2-way or ISDN PRI access facilities.

Virtual Exchange customers must subscribe to CloseCall DID, DIOD, 2-way or ISDN PRI service and maintain a BTN (Billing Telephone Number) from within their home rate center. Virtual Exchange service is an inbound only feature. All outbound calls originated from a Virtual Exchange customer will be charged at applicable usage rates based upon the customer's home rate center.

Virtual Exchange numbers are available only from existing CloseCall service areas as defined in this tariff.

5.10.2 **Rates**

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Rate Center Charge	\$50.00	\$100.00
DID Numbers (charge per number)	\$ 0.15	\$ 1.00

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5.11 **Private Line Service**

5.11.1 **Description**

Private line service provides a dedicated transmission path on a point-to-point basis that does not interface with a Company switch. Private line is an IntraLATA service and is offered on a DS3, OC3, OC12 and OC48 level. Private line service can be utilized either by collocated customers or by customers in a location that is served by the Company's fiber network (On-Net).

5.11.2 **Restrictions**

The following restrictions apply to private line service:

1. If only one or none of the end-points is On-Net, the private line service is then limited to a DS3 level.
2. Private line service is available in all CloseCall markets.
3. Private line service for service levels above OC3 is available on an individual case basis.
4. Private line service is available as an IntraLATA service only.

5.11.3 **Pricing**

	<u>DS3</u>	<u>OC3</u>
Non-Recurring Charges		
Installation, Equipment & Fiber Pull (if required)	\$1000	\$2500
Monthly Recurring Charges		
Mileage	\$2500	\$7500
0 Mile	\$0.000	\$0.000
Each additional mile	\$ 70	\$ 210

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5.12 Integrated Voice and Data Service

5.12.1 Description

Integrated Voice and Data (IVAD) Service allows a customer to utilize a single high Capacity facility¹ to integrate both voice and data services. IVAD service is available in different groups of channels and at varying bandwidth speeds. IVAD is available in groups of 12, 16, 20 or 24 channels.

5.12.2 Pricing

Intergrated Voice and Data		Retail Pricing	
Number of	Data	(w/o EUCL)	
Voice Channels	Bandwidth	1 year	2 years
12	256	\$745.92	\$721.92
12	512	\$925.92	\$901.92
12	DS1	\$1,245.92	\$1,221.92
16	256	\$822.56	\$790.56
16	512	\$1,002.56	\$970.56
16	DS1	\$1,322.56	\$1,290.56
20	256	\$863.20	\$823.20
20	512	\$1,043.20	\$1,003.20
20	DS1	\$1,363.20	\$1,323.20
24	256	\$879.84	\$831.84
24	512	\$1,059.84	\$1,011.84
24	DS1	\$1,379.84	\$1,331.84

Federal Subscriber Line Charge is \$7.84 per DS0

IVAD Trunk Charges

Digital T1	\$25/month, in addition to line pricing above
Analog DID	\$50/month, in addition to line pricing above
PRI	\$75/month, in addition to line pricing above

Installati on Charge (NRC) \$ 850.00 ²

Rates for usage, as specified in this tariff, will also apply.

1 The Company will provision the IVAD circuit to the customer's location, based on the proximity of that location to he Company's local network facilities and by the sole discretion of the Company as to the technology and transmission path utilize to provide the IVAD service.

2 Installation charge includes service establishment, installation of circuit, installation of customer premise equipment and battery backup. The customer is responsible for future replacement of battery back up.

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5.12 Integrated Voice and Data Service

5.12.3 Integrated Voice and Data Service – DS3 Level

Integrated Voice and Data Service – DS3 Level (IVADs3) is a channelized DS3 facility that will allow a customer to combine both voice and data DS1s onto a single DS3 circuit. Voice circuits can be either digital DS1 or ISDN PRI in any standard format offered by the Company in this tariff.¹ Bandwidth for the data portion of this service is limited to 20Mbps per circuit. A minimum of nine DS1s is required for this service. The circuits can be any combination of data and voice DS1s. The DS1s on an IVADs3 circuit cannot be further multiplexed or channelized to a DS0 service level. Usage charges as listed in section 8.3 of this tariff also apply. Rates for this service are on an individual basis.

5.12.4 This option provides for the installation by the Company of the customer premise equipment including configuration, management and on going maintenance. The Company will maintain the ownership of any customer premise equipment. Rates for this service are on an individual basis.

Requests for T1s configured for Inbound Digital DID Service from Multiple Rate Centers will be considered on an individual case basis(ICB) pursuant to Section 13. 2 of this tariff.

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SECTION 5: EXCHANGE ACCESS SERVICE**5.13 Integrated Voice and Data Service – Trunk Option**

CloseCall's IVAD Trunk service options provide Direct Inward Dialing (DID) capabilities for inbound calling. DIDs allow customers to oversubscribe voice channels for inbound calls on their telephone system (PBX or Key System). Customers will order the CloseCall Trunk service option that relates to the configuration or interface of the customer's telephone system. The charges for number of channels and bandwidth levels as listed for IVAD DS1 service will apply, along with a trunk charge. Installation charges as listed for IVAD DS1 service will also apply.

Circuit	Trunk Charge
Digital T1	\$25 MRC per circuit
PRI	\$75 MRC per circuit
Analog DID	\$50 MRC per circuit

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SECTION 6: EXCHANGE ACCESS OPTIONAL FEATURES

6.1 Directory Listings

6.1.1 Primary Listing

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number¹ in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. This free primary listing includes a one-line listing in the white pages and a one-line heading in the yellow pages. It consists of a name and may include a nickname, title, designation, and an address and a telephone number.

6.1.2 Other Directory Listing Services

At the Customer's option, the Company will arrange for other directory listing services at the following rates:

	<u>Non-Recurring Charge</u>	<u>Monthly Recurring Charge</u>
Listed Service		
Primary Listing	N/C	N/C
Additional Listing	N/C	\$2.10 R
Caption	\$19.00 I	\$2.10
Foreign Listing	\$19.00	\$2.10
Line of Information	\$19.00	\$2.10
Unlisted Service	\$19.00	\$1.15
Non-Published Service	\$19.00 I	\$1.75 R

6.2 Direct Inward Dial (DID) Service

DID service is an optional feature which can be purchased in conjunction with Company-Provided Basic Trunks or Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID number blocks apply in addition to charges specified for Basic Trunks or Digital Trunks in Sections 5.2, 5.4 and 5.6, respectively.

So the Company may efficiently manage its number resource, the Company, at its sole discretion, reserves the right to limit the quantity of DID number blocks a Customer may obtain. Requests for 30 or more DID number must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID stations or

¹ For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise.

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SECTION 6: EXCHANGE ACCESS OPTIONAL FEATURES

6.2 Direct Inward Dial (DID) Service cont'd

stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.

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

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Digital T1 and PRI Installation Charges	N/A	\$150.00
DID numbers (charge per number)	\$0.15	\$ 1.00

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SECTION 6: EXCHANGE ACCESS OPTIONAL FEATURES**6.6 Local Number Portability (LNP)**

LNP is an intelligent network function that allows a telephone customer the ability to keep their existing phone number while changing their telecommunications service provider. LNP is currently available in Miami 460. LNP is available within a rate district. The rate districts that form each rate center mirror those of BellSouth within LATA 460, and are detailed in the Local Exchange Routing Guide. A customer must keep the same address where they currently receive service or if a customer is moving to a new location, the new service address must be within the same rate center as the old service address. The customer must keep the same level of service (DID, T1, etc.) that they had with the old service provider. The LNP Monthly Charge is being introduced pursuant to the Federal Communications Commission's Third Report and Order in CC Docket No. 95-116, Released May 12, 1998 and will be assessed on a per network access line basis.

6.6.1 Local Number Portability (LNP) Rate

Monthly Recurring Charge \$0.32 per line

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SECTION 6: EXCHANGE ACCESS OPTIONAL FEATURES**6.7 Digital Data Service****Description**

Digital Data Service (DDS) allows customers to efficiently use PRI trunk connections for various data applications. Customers may utilize full 64K bandwidth of capacity on each B-channel. When a customer makes or receives a DDS call, the Company's switch recognizes the call as DDS and routes it appropriately based on the route characteristic tables set up in translations.

DDS is only available on a PRI provisioned from the Company and is used in conjunction with the Company's long distance service (Section 10 of this tariff). The customer is responsible for insuring that the equipment at the customer's premise is capable of accepting PRI programming, able to perform channel bonding and capable to provide videoconferencing (if necessary for the customer's application). The customer must also ensure that connections to the terminating location are capable of supporting 64k bandwidth transmissions. The Company will make available 64k bandwidth connections on its network. The customer must submit a forecast to the Company if they wish to utilize DDS so that the Company can ensure proper bandwidth capabilities. DDS is not available with calling cards. DDS is available on a one or two year term.

DDS is charged at a per channel/per minute rate. A single channel is measured as 64K. The 64K rate should be multiplied times the number of channels needed for each data transmission.

Rates

	1Year	2 Years
On Market	\$0.0875	\$0.0813
Off Market	\$0.1900	\$0.1805
Toll Free Service	\$0.1500	\$0.1425

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SECTION 6: EXCHANGE ACCESS OPTIONAL FEATURES**6.8 Remote Call Forwarding (RCF)****6.8.1 Description**

Remote Call Forwarding (RCF) is a local exchange service feature whereby all calls dialed to a telephone number equipped for RCF are automatically forwarded to another dialable number specified by the customer. A calling party pays the applicable charges to call the number equipped with an RCF feature, while the RCF customer pays the applicable charges for the forwarded portion of the call. RCF service is offered subject to availability of facilities. RCF service is not offered where the terminating station is a coin telephone.

Each RCF feature allows for forwarding one call at a given time. An additional path is necessary for each additional call to be forwarded simultaneously. The customer can specify a maximum of 10 paths (i.e., simultaneous phone calls) per DID with RCF. The Company will not provide identification of the originating telephone number to the RCF customer. The customer must have existing telephone service from a telecommunications carrier at the terminating location in order to receive calls. RCF is available with all Company local exchange services. All other line and usage charges associated with local exchange services will apply in addition to the RCF charges.

Transmission characteristics vary depending on the distance and routing necessary to complete the remotely forwarded call. Normal grade end-to-end transmission is not guaranteed on such calls. RCF service is not represented as suitable for satisfactory transmission of data. The customer is responsible to subscribe to sufficient RCF features and facilities at the terminating location to adequately handle calls without interfering with or impairing any services offered by the Company.

6.8.2 Pricing

Set-up per number forwarded (NRC): \$30

Per path charge (MRC): \$15

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SECTION 7: RESOLD LOCAL EXCHANGE SERVICE

7.1 **Description**

Resold Local Exchange Service is composed of the resale of exchange access lines and local Calling provided by other certificated Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate/international services.

CloseCall does not offer this service at this time.

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SECTION 8: LOCAL AND INTRALATA CALLING SERVICE

8.1 **Description**

Local and IntraLATA Calling Service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones included in the caller's local and IntraLATA calling areas, but within the caller's LATA.

8.2 **Time Periods**

Peak, and Off-Peak rates apply as follows:

Rates	From	To But Not Including	Days
Peak	8:00 AM	5:00 PM	Monday-Friday
Off-Peak	5:00 PM	8:00 AM	Monday-Friday
	8:00 AM	8:00 AM	Saturday-Sunday
	8:00 AM	8:00 AM	Holidays*

*Holidays include New Year's Day (January 1), Memorial Day (the last Monday in May), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

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SECTION 8: LOCAL AND INTRALATA CALLING SERVICE

8.3 **Rates**

The rates set forth in this section apply to all direct-dialed local and IntraLATA calls. For operator-assisted local and intraLATA calls, the operator charges listed in Section 12.1.3 apply in addition to the charges listed below.

8.3.1 **Rates for Local Calling Plans**

Per minute charges apply for each call. Timing is in whole minute increments, with a minimum charge of one minute per call.

8.3.1.1 **CloseCall Basic Rate Service**

	<u>Per Minute</u>
Local Calls Measured	\$0.0055 - \$0.0052
IntraLATA Toll	\$0.0600 - \$0.0570
 Volume Discounts	
Monthly Usage	Discount
\$0 - \$349	0%
\$350 - \$699	5%
\$700 - \$1,399	10%
\$1,400+	15%

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SECTION 9: MESSAGE TOLL SERVICE

9.1 **Description**

Message Toll Service enables a User of an exchange access line provided by the Company or another certified local exchange carrier to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside the customer's Local Calling Area, but within the State of Florida.

MTS calls will be billed in 6-second increments with an initial billing period of 18 seconds.

The service is offered in two variations depending upon the method the Customer employs to gain access to the Company's network for use of the service:

- A) **Subscriber MTS** enables Users of Company-provided Exchange Access Services to place calls to any station on the public switched telecommunications network bearing an NPANXX designation associated with points outside the Customer's Local Calling Area, but within the State of Florida.
- B) **Pre-subscriber MTS** enables a User of an exchange access line provided by another certified local exchange carrier, which has been pre-subscribed by the Customer to the Company's Pre-Subscribed MTS to originate calls to any station on the public switched telecommunications network within the State of Florida. Calls to stations bearing an NPANXX designation associated with a point outside the Customer's LATA may be placed by dialing 1 + the 10-digit number. Calls to stations bearing an NPA-NXX designation associated with a point inside the Customer's LATA may be placed by dialing 10XXX or 101XXXX + 1 + the 10-digit telephone number.

9.2 **Rates**

The rates set forth below are for all direct dialed Message Toll Service (MTS) calls. Rates for Operator assisted calls are set forth in Section 12.

Rate per minute

- A) **Subscriber** \$0.070 - \$0.0665

Volume Discounts

Monthly Usage	Discount
\$0 - \$349	0%
\$350 - \$699	5%
\$700 - \$1,399	10%
\$1,400+	15%

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SECTION 9: MESSAGE TOLL SERVICE

9.3 CloseCall Toll Free

Description

CloseCall Toll-Free 8YY Service is an inward calling switched service which permits a call to be completed at the Customer's location without charge to the calling party. Access to the service is gained by an end user dialing a 10-digit telephone number in the 8YY NPA which will terminate at the Customer's location. The usage is billed to the Customer in 6-second increments, with an initial billing period of 18 seconds per call.

9.3.1 Rates

	1 YR Term	2 YR Term
Interstate	\$0.0500	\$0.0475
Intrastate	\$0.0700	\$0.0665
IntraLATA	\$0.0550	\$0.0523

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SECTION 9: MESSAGE TOLL SERVICE

10.1 **Description**

Long Distance Service enables a User of an exchange access line provided by the Company or another certified local exchange carrier to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with point outside of the State of Florida.

Long Distance calls will be billed in 6-second increments with an initial billing period of 18 seconds.

The service is offered in two variations depending upon the method the Customer employs to gain access to the Company's network for use of the service:

- A) **Subscriber Long Distance** enables Users of Company-provided Exchange Access Services to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside the State of Florida.

- C) **Pre-subscriber Long Distance** enables a User of an exchange access line provided by another certified local exchange carrier, which has been pre-subscribed by the Customer to the Company's Pre-Subscribed Long Distance Service to originate calls to any station on the public switched telecommunications network within the State of Florida. Calls to stations bearing an NPA-NXX designation associated with a point outside the State of Florida may be placed by dialing 1 + the 10-digit number. Calls to stations bearing an NPA-NXX designation associated with a point inside the Customer's LATA may be placed by dialing 10XXX or 101XXXX + 1 + the 10-digit telephone number.

10.2 **Rates**

The rates set forth below are for all direct dialed Long Distance calls. Rates for Operator-assisted calls are set forth in Section 12.

	<u>1YR</u>	<u>2YR</u>
Interstate	\$0.0500	\$0.0475

	<u>Rate per minute (all 48 states)</u>	<u>Alaska/Hawaii</u>
<u>Subscriber</u>	\$0.2430 (I) - \$.02430 (I)	\$0.1800- \$0.1800 (I)

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SECTION 10: LONG DISTANCE SERVICE

10.3 **Outbound 64K Long Distance**

10.3.1 Description

Outbound 64K LD allows customer to efficiently use ISDN-PRI trunk connections for videoconferencing. This product allows for full 64K bandwidth on each "B" channel for long distance calls.

10.3.2 Regulations

Outbound 64K LD is available with a Company ISDN-PRI circuit. The customer must ensure that their equipment is programmed to accept ISDN-PRI signaling and perform channel bonding. Outbound 64K LD is available where facilities exist. The ability of the public switched telephone network to support 64K bandwidth may also affect the availability of this product. The customer must ensure that the terminating location of the videoconference is able to accept end-to-end 64K bandwidth and both locations of the call must be on the Company's network.

Outbound 64K LD is available with either CloseCall Long Distance or CloseCallINC Long Distance services. Rates for these services, as listed in sections 10 and 14 of this tariff will apply.

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SECTION 11: OTHER SERVICE ARRANGEMENTS

11.0 **Other Service Arrangements**

This Section reserved for Other Service Arrangements.

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SECTION 12: MISCELLANEOUS SERVICES12.1 **Operator Services**

Operator Handled Calling Services are provided to Customers and Users of Company-Provided Exchange Access Services, to users accessing presubscribed public pay phones or customer provided stations, and to Customers and Users of another local exchange carrier's access lines which the Customer has pre-subscribed to the Company's outbound calling services.

12.1.1 **Definitions**

Person-to-Person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

Station-to-Station: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or non-proprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third-party telephones which are coin telephones will not be accepted.

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then requests the operator to dial the called station.

Billed to Non-Proprietary Calling Card: Refers to calls that are dialed by the customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier.

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SECTION 12: MISCELLANEOUS SERVICES

12.1 **Operator Services (cont'd.)**

Local exchange, IntraLATA, and Long Distance calls may be placed on an Operator Assisted basis. Usage charges for Operator Assisted calls are the same as those set forth in Sections 8 and 9, preceding. For Operator Assisted calls to Busy Line Verification and Interrupt, or Directory Assistance, the surcharges specified in Section 12.2.3 and Section 12.3.2 will apply in addition to any applicable Operator charges.

In addition to the usage charges identified above, the following operator-assisted charges will apply:

	<u>Per Call Charges</u>
Person-to-Person (Customer Dialed)	\$4.00
Station-to-Station (Customer Dialed)	\$0.90
Operator Dialed Charge (applies in addition to other operator charges)	\$1.00
Billed to Non-Proprietary Calling Card (additional surcharge)	\$0.35

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SECTION 12: MISCELLANEOUS SERVICES

12.2 **Busy Line Verifv and Line Interrupt Service**

12.2.1 **Description**

Upon request of a calling party the Company will verify a busy condition on a called line.

- A) The operator will determine if the line is clear or in use and report to the calling party.
- B) The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

12.2.2 **Regulations**

- A) A charge will apply when:
 - 1) The operator verifies that the line is busy with a call in progress.
 - 2) The operator verifies that the line is available for incoming calls.
 - 3) The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.
- B) No charge will apply:
 - 1) When the calling party advises that the call is to or from an official public emergency agency.
 - 2) Under conditions other than those specified in 12.2.2(A) preceding.
- C) Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.
- D) The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

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SECTION 12: MISCELLANEOUS SERVICES

12.2 **Busy Line Verify and Line Interrupt Service (cont'd.)**

12.2.3 **Rates**

	<u>Per Request Charges</u>
Busy Line Verify Service (each request)	\$6.00
Busy Line Verify and Busy Line Interrupt Service (each request)	\$6.00

12.3 **Directory Assistance**

12.3.1 **Description**

Customers and Users of the Company's calling services (excluding toll free services) may obtain directory assistance in determining telephone numbers within Miami by calling the Directory Assistance operator.

12.3.2 **Rates**

A) Directory Assistance charges apply for all requests for which the Company's facilities are used. Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

	<u>Local</u>	<u>All Others</u>
Per Number Requested	\$0.50	\$0.75

B) A credit will be given for calls to Directory Assistance when:

- 1) the Customer experiences poor transmission or is cut-off during the call,
- 2) the Customer is given an incorrect telephone number, or
- 3) the Customer inadvertently misdials an incorrect Directory Assistance NPA.

To receive a credit, the customer must notify the Company operator or Business Office of the problem experienced.

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SECTION 12: MISCELLANEOUS SERVICES**12.4 Restoration of Service**

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

	<u>Non-Recurring</u>
Per occasion	\$50.00

12.5 Service and Maintenance Charges**12.5.1 Order Change Charge**

An Order Change Charge will apply when the Company performs some alteration to a customer's existing telephone service including moves, adds, changes and disconnects, or for establishing new service.

Non-recurring charge: \$150.00 per change

12.5.2 Expedited Order Charge

An Expedited Order Charge will apply when a customer requests a service date that is earlier than the standard interval service date for the service ordered. The request for an earlier service date may be received from the customer prior to the issuance of an order, or after the order has been issued but prior to the service date. CloseCall's acceptance of an expedited order is not a guarantee, implied or otherwise, that the service will be installed on or before the customer's requested date. If CloseCall accepts an expedite order and does not meet the customer's requested date, the expedite order fee will not be refunded.

Non-recurring charge: \$500.00 per request

12.5.3 DID Number Translation Charge

The DID Number Translation Charge covers customer-initiated translation work that takes place within the Company's switching platforms or network in order to properly route calls to customer specifications.

Non-recurring charge: \$100.00 Monthly Recurring Charge: \$100.00

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SECTION 12: MISCELLANEOUS SERVICES**12.5 Service and Maintenance Charges cont'd****12.5.4 Service Trip Charge**

If an on-premise visit by the Company is required for trouble or service difficulties not resultant from the Company's provided equipment, a Service Trip Charge may be assessed to the subscriber for the visit by the Company and reasonable hourly charges by the technician.

Non-Recurring Charge: \$50.00 per visit

12.6 Emergency Telephone System (9-1-1, E9-1-1)

The Company has provided primary and secondary trunking (for redundancy) to route 9-1-1 traffic from the Company's switch to the Regional Bell Operating Company (RBOC) Central Offices that route 9-1-1 calls to Public Safety Answering Points (PSAP).

12.7 Relay Service

CloseCall will provide to all customers telecommunications relay service capability or access necessary to comply with state and federal regulations. The Company will bill relay calls 50 percent off the applicable rate for a voice no-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired. The call shall be discounted 60 percent off the applicable rate for a voice non-relay call. As mandated by the Florida Public Service Commission CloseCall is charging an \$.08 per access line relay surcharge as per Order No. PSC-02-0786-FOF-TP.

12.8 Liability in Providing 9-1-1

- A) The Company's entire liability to the customer or any person for interruption or failure of 9-1-1 service shall be limited by the terms set forth in this section, and in other price lists of the Company. This 9-1-1 service is offered solely to assist the customer in providing 9-1-1 emergency service in conjunction with applicable fire, police and other public safety agencies. By providing this service to the customer, the Company does not create any relationship or obligation, direct or indirect, to any third party other than the customer.

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SECTION 12: MISCELLANEOUS SERVICES

12.8 **Liability in Providing 9-1-1 cont'd**

- B) The Company shall not be liable for civil damages, whether in contract, tort or otherwise, to any person, Incorporated, or other entity for any loss or damage caused by any Company act or omission in the design, development, installation, maintenance, or provision of 9-1-1 service other than an act or omission constituting gross negligence or wanton or willful misconduct. However, in no event shall the Company's liability to any person, Incorporated, or other entity for any loss or damage exceed an amount equal to the prorated allowance of the price list rate for the service or facilities provided to the customer for the time such interruption to service or facilities continues, after notice by the customer to the Company. No allowance shall be made if the interruption is due to the negligence of willful act of the customer.
- C) The customer shall indemnify and hold harmless the Company from any damages, or other injuries which may be asserted by any person, business, governmental agency, or other entity against the Company or customer or any of their employees, directors, officers or agents except for Company acts of gross negligence or willful or wanton misconduct in connection with developing, adopting, implementing, maintaining, or operating the 9-1-1 system or for releasing subscriber information in connection with the provision of the 9-1-1 service.
- D) The Company accepts no responsibility for obtaining subscriber record information from private telecommunications systems.
- D) The company shall not be liable or responsible for any indirect, incidental, or consequential damages associated with the provision of 9-1-1 service, including, by way of example and without limitation, when a failure or interruption of 9-1-1 service is due to the attachment of any equipment by a customer to Company facilities.
- E) The Company shall not be liable for any civil damages caused by an act or omission of the Company in the good faith release of information not in the public record, including non-published subscriber information to emergency service providers responding to calls placed to a 9-1-1 service or host providers using such information to provide a 9-1-1 service.

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SECTION 12: MISCELLANEOUS SERVICES

12.9 **Labor Charges**

The following charges shall apply for labor performed by the Company per Customer request. Labor hours are billed in half-hour increments.

Normal business hours: \$150.00 first ½ hr, \$50.00 each additional ½ hr
(Monday through Friday, 8:00 a.m. to 6:00 p.m., except holidays*)

Off-hour business hours: \$300.00 first ½ hr, \$75.00 each additional ½ hr
(Monday through Friday, 6:00 p.m. to 8:00 a.m., except holidays*)

Saturdays, Sundays, & Holidays*: \$500.00 first ½ hr, \$125.00 each additional ½ hr

*Holidays include New Year's Day (January 1), Memorial Day (the last Monday in May), Independence Day (July 4) Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November) and Christmas Day (December 25).

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SECTION 13: SPECIAL ARRANGEMENTS

13.1 **Special Construction**

13.1.1 **Basis for Charges**

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's price lists, charges will be based on the costs incurred by the Company and may include:

- A) non-recurring type charges;
- B) recurring type charges;
- C) termination liabilities; or
- D) combinations thereof.

13.1.2 **Basis for Cost Computation**

The costs referred to in 13.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A) cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
 - 1) equipment and materials provided or used,
 - 2) engineering, labor and supervision,
 - 3) transportation, and
 - 4) rights of way;
- B) cost of maintenance;

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SECTION 13: SPECIAL ARRANGEMENTS

13.1 **Special Construction (cont'd.)**

13.1.2 **Basis for Cost Computation (cont'd.)**

- C) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E) license preparation, processing and related fees;
- F) price list preparation, processing and related fees;
- G) any other identifiable costs related to the facilities provided; or
- H) an amount for return and contingencies.

13.1.3 **Termination Liability**

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

- A) The termination liability period is the estimated service life of the facilities provided.

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SECTION 13: SPECIAL ARRANGEMENTS

13.1 **Special Construction (cont'd.)**

13.1.3 **Termination Liability (cont'd.)**

- B) The amount of the maximum termination liability is equal to the estimated amounts for:
- 1) Cost installed of the facilities provided including estimated costs for Rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
 - a) equipment and materials provided or used,
 - b) engineering, labor and supervision,
 - c) transportation, and
 - d) rights of way;
 - 2) license preparation, processing, and related fees;
 - 3) price list preparation, processing, and related fees;
 - 4) cost of removal and restoration, where appropriate; and
 - 5) any other identifiable costs related to the specially constructed or rearranged facilities.
- C) The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 13.1.3(B) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 13.1.3(B) preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

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SECTION 13: SPECIAL ARRANGEMENTS

13.2 LIFELINE ASSISTANCE PROGRAM AND LINK-UP FLORIDA

The Lifeline Assistance Program and Link-Up Florida offer assistance to qualified residential telephone customers, and are designed to ensure that the basic telephone connection (hook-up) and service remain affordable to all residents of Florida.

Consumers receiving state and federal assistance such as Temporary Cash Assistance (WAGES), food stamps, or Supplemental Security Income (SSI) are eligible for these programs.

The Lifeline Assistance Program provides up to a \$11.35 credit on qualified residential customers' local monthly phone bills, including a federal credit of \$7.85 and a matching credit from their telephone company of \$3.50.

Link-Up Florida provides up to a 50% reduction in the telephone service hook-up charge, to a maximum of \$30.

13.2.1 Credit and Collections

(A) Credit Reference

The credit verification procedures used for all applicants who apply for service with CloseCall America will also be used for applicants who apply for service under the Link-Up America.

(B) Deposits

The deposits standards used for all applicants who apply for service the CloseCall Communications will also be used for applicants who apply for service under the Link-Up America program.

(C) Collection Standards

Once service has been established for a Link-Up America applicant, he or she will be expected to adhere to the same bill payment policies expected of any other CloseCall Communications customer.

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SECTION 13: SPECIAL ARRANGEMENTS

13.3 **Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this price list. Rates quoted in response to such competitive requests may be different than those specified for such services in this price list. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

13.4 **Temporary Promotional Programs**

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers.

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SECTION 13: SPECIAL ARRANGEMENTS

13.4 Temporary Promotional Programs cont'd

13.4.1 IVAD Installation Promotion

CloseCall America Incorporated of Florida will make the following PRI LD and Inbound Toll-Free Usage Bundle Promotion available to Customers from August 1, 2003 through November 30, 2003.

Description

Line and Trunk IVAD Services

Pricing

\$249 installation NRC discount on 1-year term contracts

Full installation NRC waiver on 2 or 3-year term contracts

*\$200 battery backup is not included in either promotional offer.

Full NRC waiver is only available on two or three-year contracts.

Rules and Regulations

1. Customer Service Orders must be submitted by November 30, 2003 to qualify for these promotions
2. Customers can combine both Non-Recurring Charge waiver and T1 bandwidth promotional rate.
3. 1.5Mbps bandwidth at 512K rate promotion not available on IVAD Private Networking PVCs. Promotions available to new customers or existing customers who purchase additional IVAD circuits. Bandwidth promotion may be offered to existing customers that sign at least a new 2-year service commitment.
4. Above promotions not available with any other promotion.
5. Customers that terminate service prior to the completion of the 24-month term will be liable for all waived NRCs, reduced bandwidth MRCs and the MRCs for the remaining months in the contract. Customer must sign a Customer Service Order.

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SECTION 14: INTRA-NETWORK CALLING**14.0 Caller Name and Number Delivery (Caller ID) Blocking****14.0.1 Per-Call Blocking**

Per-Call Blocking is available to all customers in the CloseCall America Incorporated of Illinois territory. This blocking option allows the calling party to block the passage their telephone number and name on outgoing calls on a per-call basis. To activate Per-Call Blocking, the customer dials a special code prior to placing each call. There is no charge for using Per-Call Blocking, and it is provided on an unlimited basis. Per-Calling Blocking does not prevent the delivery of telephone numbers to 911 emergency service providers.

14.0.2 Per-Line Blocking

Per-Line Blocking is available to all customers in the CloseCall America Incorporated of Illinois serving territory. Per-Line Blocking must be added to a customer's line by placing a service order with the Company. This blocking option automatically prevents the display of the calling number and name on *all* outgoing calls placed from that line, unless the blocking feature is deactivated. Per-Line Blocking is offered free of charge for the first instance, and on a nonrecurring basis thereafter.

A Per-Line Blocking customer can deactivate blocking by dialing a special code. Blocking will be deactivated for that outgoing call only. As facilities permit, a line blocking customer will be provided with a separate code to deactivate blocking, which is different from the per-call blocking code. Where this separate code is not available, the code for per-call blocking and the code to deactivate line blocking will be the same.

The Per-Line Blocking option can only be added or removed from a customer's line by placing a service order with the Company. When this service is cancelled, the line is automatically converted to the Per-Call Blocking capability. Per-Line Blocking does not prevent the delivery of telephone numbers to 911 emergency service providers.

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SECTION 14: INTRA-NETWORK CALLING

14.1 **CloseCall NCTM IntraLATA**

14.1.1 **Description**

CloseCallINCTM allows CloseCall outbound customers to realize savings when they place calls to other CloseCall customers' inbound CloseCall T1 lines. The same rate applies to all calls within the local and local toll (intraLATA) areas, as defined in Section 4.2 of this price list.

14.1.2 **Regulations**

1. Both the originating and terminating parties must have CloseCall T1/PRI lines in place at the originating and terminating premises. Customers with multiple local providers must program their PBX(s) to route calls over the proper CloseCall T1 trunkgroups. If CloseCall facilities are trunked into a Customer's CENTREX block, then calls into those DIDs will not qualify as CloseCallINCTM calls.
2. Customers must be in the same LATA. In addition, the customer must have their intraLATA toll traffic PIC-ed to CloseCall, otherwise only local calls will qualify for CloseCallINCTM calls.
3. For customers who select this service, CloseCallINCTM rates will prevail for all call types.

14.1.3 **Rates**

The rates set forth in this section apply to all direct-dialed CloseCallINCTM calls. For operator-assisted CloseCallINCTM calls, the operator charges in Section 12.1.3 apply in addition to the charges listed below.

	<u>1 YR</u>	<u>2 YR</u>
CloseCallINC	\$0.0050	\$0.0048
	<u>1YR</u>	<u>2YR</u>
Off-Market Interstate	\$0.5000	\$0.0475
Off-Market Intrastate	\$0.0700	\$0.0665
On-Market Interstate	\$0.275	\$0.0261
On-Market Intrastate	N/A	N/A
On-Net Interstate	\$0.0125	\$0.2430
On-Net Intrastate	N/A	N/A
Volume Discounts		
Monthly Usage	Discount	
\$0 - \$349	0%	
\$350 - \$699	5%	
\$700 - \$1,399	10%	
\$1,400+	15%	

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SECTION 14: INTRA-NETWORK CALLING14.2 **CloseCallINCTM InterLATA**14.2.1 **Description**

CloseCallINCTM InterLATA provides a tiered rate structure based upon how and where the interLATA call terminates. With CloseCallINCTM InterLATA, there are three types of call terminations.

1. **CloseCall – CloseCall InterLATA Calling**

CloseCall-to-CloseCall interLATA calling is defined as any interLATA call that originates and terminates on CloseCall facilities.

2. **On-Market InterLATA Calling**

On-Market interLATA calling is defined as any interLATA call that originates on CloseCall facilities and terminates within one of CloseCall's markets. CloseCall's markets are based upon LATA boundaries.

LATAs associated with On-Market InterLATA Calling:

LATA	LATA NAME
128	EASTERN MASS
132	NEW YORK METRO NY
222	DELAWARE VALLEY NJ
224	NORTH JERSEY NJ
228	PHILADELPHIA PA
236	WASHINGTON DC
238	BALTIMORE MARYLAND
320	CLEVELAND OHIO
340	DETROIT MICHIGAN
358	CHICAGO ILLINOIS
438	ATLANTA GEORGIA
460	MIAMI FLORIDA
552	DALLAS TEXAS
560	HOUSTON TEXAS
628	MINNEAPOLIS MINN
674	SEATTLE WASHINGTON
722	SAN FRANCISCO CA
730	LOS ANGELES CA

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SECTION 14: INTRA-NETWORK CALLING

3. Off-Market InterLATA Calling:

Off-Market interLATA calling is defined as any interLATA call that originates on CloseCall facilities and terminates in a market not served by CloseCall (the call terminates in a LATA not listed above, but still lies within the 48 contiguous states).

14.2 **CloseCallINCTM InterLATA (cont'd)**

14.2.3. **Regulations**

1. Customers must have their interLATA traffic PIC-ed to CloseCall in order to qualify for CloseCallINCTM InterLATA rates.
2. Calls of this type must originate and terminate on CloseCall facilities.
3. Off-Market InterLATA rates do not include international calls or calls to Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, Bahamas, Jamaica, Dominican Republic, other Caribbean countries, North Mariana Island, and Guam.

14.2.4 **Rates**

The rates set forth in this section apply to all direct-dialed CloseCallINCTM InterLATA calls. All calls will be billed in 6-second increments with an initial billing period of 18 seconds. For operator assisted CloseCallINCTM InterLATA calls, the operator charges in Section 12.1.3 apply in addition to the charges listed below

	<u>Rate per minute</u>
CloseCall-to-CloseCall InterLATA Calling	\$0.015 – 0.019
On-Market InterLATA Calling	\$0.035 - \$0.039
Off-Market InterLATA Calling	\$0.055 - \$0.065

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