



**ORIGINAL**

060803-77

720 Oak Circle Drive East • Suite 100 • Mobile, AL 36609

Phone 251.662.8300 • Fax 251.445.6606

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

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06 DEC 15 AM 10:54  
COMMISSION  
CLERK

Sent via UPS

December 13, 2006

RE: IXC Registration to Provide Long Distance Resale Telecommunications Service within the State of Florida

Please accept the enclosed IXC Registration Form to provide Long Distance Resale Telecommunications Service within the State of Florida. Also enclosed are the required accompanying documents as well as Callis Communications' proposed Price List Number 2. An original and two copies are attached.

The accompanying documents should provide sufficient information regarding Callis Communications' managerial, technical and financial ability to operate successfully in the State of Florida. The attached resumes of management personnel indicate the educational and experience of key personnel regarding management and technical abilities. Additionally, Callis Communications is currently operating as a facility based CLEC and Long Distance reseller in the state of Alabama.

Should you have any questions, please contact Jerry Cherne at 251-445-6936 email: [jerry.cherne@mycallis.com](mailto:jerry.cherne@mycallis.com).

Sincerely,

Dean N. Parker, Jr.  
CEO

*Original Tariff forwarded to CMP*

Enclosures

06 DEC 15 AM 10:54

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DOCUMENT NUMBER-DATE

11469 DEC 15 06

FPSC-COMMISSION CLERK

# IXC REGISTRATION FORM

Company Name Callis Communications, Inc. 060803-11

Florida Secretary of State Registration No. F06000007255

Fictitious Name(s) as filed at Fla. Sec. of State none

Company Mailing Name callis Communications, Inc.

Mailing Address 720 Oak Circle Drive East, Suite 100, Mobile, AL 36609

Web Address mycallis.com

E-mail Address support@mycallis.com

Physical Address 720 Oak Circle Drive East, Suite 100, Mobile, AL 36609

Company Liaison Jerry Cherne

Title Consultant

Phone 251-445-6936

Fax 251-621-0771

E-mail address jerry.cherne@mycallis.com

Consumer Liaison to PSC Doug Parker

Title Service Manager

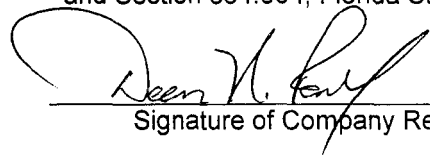
Address 720 Oak Circle Drive East, Suite 100, Mobile, AL 36609

Phone 251-445-6525

Fax 251-445-6606

E-mail address doug.parker@mycallis.com

My company's tariff as required in Section 364.04, Florida Statutes, is enclosed with this form. I understand that my company must notify the Commission of any changes to the above information pursuant to Section 364.02, Florida Statutes. My company will owe Regulatory Assessment Fees for each year or partial year my registration is active pursuant to Section 364.336, Florida Statutes. My company will comply with Section 364.603, Florida Statutes, concerning carrier selection requirements, and Section 364.604, Florida Statutes, concerning billing practices.

  
\_\_\_\_\_  
Signature of Company Representative

Dean N. Parker, Jr., CEO  
\_\_\_\_\_  
Printed/Typed Name of Representative

12/13/06  
\_\_\_\_\_  
Date

# State of Florida



## Department of State

I certify from the records of this office that CALLIS COMMUNICATIONS, INC., is a corporation organized under the laws of Alabama, authorized to transact business in the State of Florida, qualified on November 20, 2006.

The document number of this corporation is F06000007255.

I further certify that said corporation has paid all fees due this office through December 31, 2006, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Twenty-first day of November, 2006



CR2EO22 (01-06)

*Sue M. Cobb*  
Sue M. Cobb  
Secretary of State

# EDWIN A. MILLER

18575 Merlon Court  
Leesburg, VA 20176

millere@isagecapital.com  
Home (703) 779-2949 | Mobile (703) 447 2168

visionary leader and entrepreneur with strong business and technology experience in enterprise software and services across many technology segments; Possess extensive experience in operations and finance; Rapidly assimilates market trends and strategically integrate; those trends into solutions and functional areas of organizations

Sales and marketing minded **CHIEF EXECUTIVE OFFICER** with demonstrated success in the public and private markets with a strong bottom line perspective

Recently led the turn around of Infodata Systems Inc., a public company, selling information lifecycle management software and services to both the Commercial and Federal markets

## PROFESSIONAL EXPERIENCE

### **Managing Director, (i)Sage Management, LLC – Leesburg, VA**

**September 2005 – Present**

- Retained by McDonald Bradley to locate buyer for software assets, completed assignment within 60 days
- Retained by the Chairman and CEO of GTSI, Inc., a \$1B plus Net Revenue Company, to aid in strategic and operational planning and execution

### **President, CEO & Director, Infodata Systems, Inc. (INFOD) – Herndon, VA**

**November 2002 – September 2005**

- Recommended by PWC to Board of Directors and hired to perform a turn around for the Company
- More than doubled cash and tripled working capital
- Returned the Company to profitable performance and improved stock price by 400%
- Stopped the downward movement of Net Revenue while increasing Net Income
- Established vision and business plan for the Company
- Recruited a strong executive team
- Established strategic partnerships and improved customer relations
- Managed the public compliance process (annual meeting, analyst calls, filing of 10k and 10Q)
- Recruited industry leaders to join the Board of Directors
- Retooled the sales and marketing organization and created direct and indirect sales groups

### **President, CEO & Director, Ikimbo, Inc. – Herndon, VA**

**August 2000 – August 2002**

- Recruited by the investors and Founders of Ikimbo, Inc. to complete a turn around
- Successfully positioned Ikimbo as a leader in the Messaging and Collaboration space for Supply Chains of the Global 2000
- Organized and led the re-tooling of entire company operations, positioning, executive team, and staff
- Carefully and successfully worked with existing board and Founders to prevent early investor and founder dissension
- Successfully raised 10.25 million in venture capital in May (7M) and June (3.25M) of 2001 with William Blair New World Ventures (Pritzker family) as the lead investor
- Led the organizing of business development to facilitate relationships with BEA, Manugistics, HandySoft, Tibco, Palm, HandSpring, Cingular, OTG Software, Broadbeam, Aether, CoreChange, Teleglobe, BCE, among others
- Successfully recruited in top executives from industry including the CTO, CFO, SVP's, and VP's
- Price Waterhouse Coopers, Lockheed Martin, GM, Garban InterCapital, Exelon Energy, among others, were signed as either customers or pilots
- Signed Deloitte and Touche to Global Strategic Alliance for an international go-to market strategy
- Invited to present at the Sun Trust Robinson Humphrey New York Software Summit with eighty other public and private companies
- Became a leader in the industry within eight months and was invited to speak at twenty industry conferences in 2001, such as Comdex, Internet World, eBusiness, and many enterprise software conferences
- Followed by many industry analysts (IDC, Yankee, Forrester, Aberdeen, Meta Group) and banking analyst (Sun Trust Robinson Humphrey's, Wachovia, Robinson Stephens, Salomon Smith Barney, Bear Sterns, Bank of America, and Robby Stephens)

### **President, COO & Director, XML Solutions Corporation – Tysons Corner, VA**

**December 1999 – July 2000**

- Recruited into XML Solutions by the CEO to rapidly organize operations, create revenue, and deliver enterprise solutions
- Managed the creation of our solution selling process (TCO, ROI) for the enterprise solution
- More than doubled the staff of XML Solutions, from 50 to 120 employees, in six months having total responsibility for all resources in the organization, including international geographies

- Acted as CFO - raised 16.5 million dollars in first two months of joining the Company from First Analysis, Reservoir, Schoffstall Ventures and Opticality Ventures
- Organized a series C round of 35 million dollars at more than double the valuation of the series B
- Organized all aspects of the Company: Sales, Services, Marketing, Development, Human Resources, Support, Legal, Finance, Accounting, Operations, and International
- Led the effort for global expansion into Europe and Asia and merged fourteen countries into XML Solutions
- Organized and created strategic positioning framework for the company in the B2B Marketplace
- Organized the sales and solutions effort and recruited management for those divisions
- Created policy and guidelines for issues such as ex and re-patriotization, licensing software to subsidiaries, international tax issues, and legal structure for each created country
- Company sold to Vitria Software

**Co-Founder, Vice President, Conducent, Inc. – Sterling, VA**

**November 1996 – November 1999**

- Created strategic positioning for the company by envisioning and defining company identity, products, and services
- Instrumental in creating the vision and business plan for the Company. Developed plans, goals, and objectives for sales, marketing, and business development
- Formed large alliances with several major software developers and publishers, as well as portals (e. g. Lycos, Go2net, ZDNet, CNET, PSINet, Tripod, PKWare, Eidos, and Star Media)
- Created and executed sales and marketing plans in both business-to-business and business to consumer markets
- Responsibility for the following functional areas: product, business development, advertising sales, channel sales, marketing, and customer support
- Instrumental in closing the three outside rounds of venture capital for the Company
- Managed development schedules for server development and deployment. Director of MIS and Accounting and led the audits of the Company for the first year

**Director of Sales & Marketing, PSINet, Inc. – Herndon, VA**

**June 1993 – October 1996**

- As the head of Sales reporting to the COO, realized and exceeded annual quota accounting for 80% of PSINet's total revenue of \$240 Million
- Within one year built the direct corporate sales force from 25 to 80 sales consultants
- Responsible for creating and organizing sales into regional teams, the development of a strategic account group, national account group, web account group, a telemarketing call center, and a direct consumer sales force
- Responsible for conducting company meetings on a monthly basis reporting sales and marketing information
- Performed International M&A function on organizations that were acquisition targets. Areas considered were sales, marketing, operations, network structure and capabilities
- As the head of marketing, reporting to the COO, had responsibility for product management, product marketing, marketing communications, and creative services
- Managed 120 direct corporate and individual sales employees with a total management team of nineteen, one-fifth of PSINet's organization at the time

**AWARDS, PRESS, AND SPEAKING**

- Washington Business Journal "Top 10 to Watch" as CEO of Infodata for 2003
- Awarded the Mindshare Maverick CEO of the year for 2001, selected as one of the top 40 "up and coming" in the DC Metro area by Washington Business Forward, CEO of a top 10 Netplex hot company, CEO of a Washington Post "deal of the week" company
- Covered or quoted in numerous magazines, newspapers, analyst reports, and television shows on various topics. (Red Herring, Computerworld, The Washington Post, Fast Company, Digitrends, Deloitte and Touche Tech Trends, American Airlines Magazine, among others)
- Spoke at numerous trade shows as an industry leader, such as: Internet World, Wireless World, E-Commerce World, and Supply Chain World
- Spoke at many conferences such as WashTech Breakfast forum, NVTC CEO forum, MAVA Venture Fair, Red Herring East Venture Fair, 4-H Executive Leadership retreat, among others

**EDUCATION**

- Executive Masters of Business Administration, The George Washington University, International Residency in both Western and Eastern Europe; May 1998
- Bachelor of Science, Management, Linguistics (German & French), Liberty University, Cum Laude; May 1993

## **ORGANIZATIONAL MEMBERSHIPS**

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- Young Presidents Organization (YPO); GW EMBA Alumni Association; Mindshare CEO forum; Executive Advisor, Kogo Graduate School of Business, American University, Washington DC

## **THOMAS J. KANE**

317 Hayfield Drive  
Lynchburg, VA 24503

tjkane51@adelphia.com

Office (434) 386-9462  
Mobile (434) 509-6017

### **SUMMARY**

Goal oriented, hands on Sales and Marketing executive with record of achievement in developing winning solutions for products, services and organizational challenges in a global environment. Demonstrated experience in Energy, Industrial and Communications Verticals.

### **EXPERIENCE**

TRAX LLC, Forest, VA 2005-Present  
Power Plant Simulator Systems & Software

**Director – Marketing,**

Global Responsibility for sales and marketing simulator systems and training services.

- Grew total orders 35% year over year in 2005
- Expanded alliance programs developing significant market channel in Korea and Southeast Asia
- Successful new product introduction program for revolutionary Teaching Assistant software

Indus International, Inc., Atlanta, GA 1998-2004  
Service Delivery Management Software Solutions

**Director – Professional Services,**

Responsible for successful and profitable project implementation within assigned service region with direct management responsibility for approximately 60 personnel.

- Achieved average Project Margin of 59% & Utilization in excess of 70%
- On budget revenue performance for three of four consecutive years
- Actively managed organizational cost in a dynamic market

Ericsson, Inc., Lynchburg VA 1996-1998  
Private Radio Systems

**Director – Planning & Development, 1997-1998**

Lead overall Channel Management Strategies, Federal Market Sales and Strategic Initiatives function for \$250M North American Region Sales organization.

- Exceeded Federal and Dealer Orders goal by 8% for total orders of \$52.6M
- Created new Value Added Reseller program to grow small to medium systems sales
- Restructured indirect discounts / commissions to drive Dealer orders and improve cash flow

**Director – Indirect Distribution, 1996-1997**

Operations responsibility for newly formed Service Parts and Standard product business unit.

- Achieved orders budget target of \$ 71 M despite severe product issues
- Converted order fulfillment process to new software platform to increase overall effectiveness

General Electric Company, NY, TX, MA, CA, SC 1973-1996  
Power System Headquarters

**Program Manager, Power Systems Americas, 1994-96**

Developed programs and initiatives for a \$ 1.7B power generation equipment, parts and services organization comprised of 1100 employees in 65 locations in the Americas.

- Secured two high value commitments, the largest a \$95M 250 MW cogeneration facility
- Led and developed critically needed equipment and services training program for 175 Sales professionals via four hour nationwide Business TV broadcast.

**THOMAS J. KANE**

Page 2

**Manager - Sales Development, Industrial Sales, 1988-1994**

Operations responsibility for a \$1.5 to 2.0B sales organization comprised of 46 offices and 280 employees with a \$30M operating budget providing sales of power generation, power delivery and power utilization products and services to the U.S., Canada and Mexico.

- Consistently achieved favorable operating results vs. budget. Increased sales productivity reducing cost of sales 5% per year
- Developed programs to drive culture changing Key Account Management Program. Resulted in double digit orders growth 1988 to 1992
- Grew served market by integrating Canadian sales coverage at 25% lower cost without impacting orders performance.

**Manager - Paper Industry Sales, Utility & Industrial Marketing, 1986-1988**

Marketing and sales management responsibility for Power Generation Equipment for the North American Paper Industry.

- Grew orders threefold and share 10 points from 1986 to 1988
- Developed the winning product strategy during a period of significant business consolidation.

**Sales Manager - Compressor Systems Sales, 1982-1985**

Marketing and sales management responsibility for new venture product in the South / Southwest third of the U.S.

**Sales Manager - Western Region, 1980-1981**

Marketing and sales management responsibility for a mechanical drive steam turbines for customers in western half of the U.S. plus selected compressor OEM's.

**Sr. Sales Engineer - International Sales, 1977-1979**

Sales management responsibility for a mechanical drive steam turbines supporting global projects through U.S. compressor OEM's and GE Business Associate located in Japan. Role involved extensive Asian and European travel.

**Sales Engineer - Generation Marketing Program, 1974-1977**

Power Generation Sales, Marketing & Engineering assignments in steam turbine, gas turbine and nuclear businesses.

**EDUCATION**

BSME, Northeastern University, Boston, MA  
GE Generation Marketing Program  
Management Development Course

**RECOGNITION**

Stock Options 1989, 1990, 1991, 1992, 1993, 1995, 1999, 2000, 2001, 2003  
GE Navigator Award (Sales Excellence) - 1990  
GE Management Awards 1987, 1985, 1983  
Ericsson Retention Grant - 1997  
Indus Sales Club - 2001



**DEAN N. PARKER, Jr.**  
7162 Wynnridge Drive  
Mobile, AL 36609  
(251) 445-6500  
dean.parker@mycallis.com

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## **Summary**

I have been in the field of telecommunications for the past 10 years and have founded and successfully run telecommunications companies.

## **Education and Background**

- Graduated with honors in 1996 from Liberty University's School of Business with a Business Degree and concentration on Management.
- Graduated with honors from High Point Baptist Academy in 1993.

## **Work Experience**

### **Callis Communications, President and CEO**

1999- present

- Founded Allpage in 1999 as a paging carrier in Mobile, Alabama and grew to 3,700 active units in service
- In 2004 transitioned lead Allpage from a traditional paging carrier to Business Process Outsourcing company focused on delivering Hosted PBX via IP telephony as a CLEC and changed the name from Allpage to Callis Communications.
- Grew annual revenue from \$800K to over \$2 M in 18 months
- Named top 5 small technology company of Alabama within 24 months of launching hosted IP PBX services by Alabama Information Technology Association

### **Ericsson, Manager, Indirect Distribution**

1996 - 1999

### **Lynchburg Virginia**

- Responsible a \$106 million dollar indirect distribution for Ericsson's Private radio division, and increased sales by 20%.
- Responsible for all marketing planning and assisted with product launches by marketing department
- Manager of Distribution Development after increasing sales of East region by 130%. Responsible for the sales, programs, promotions and dealer relations.
- Facilitated growth and management of a 25 million dollar per year Indirect channel. Responsible for facilitating the management of the dealer channel through local District Sales Managers.

## **Activities and Honors**

Winners Circle 1997, Quota Achiever 1997 & Ericsson Leadership Program.  
Member of the Board of Trustees for the University of Mobile

## **References**

Kevin Demery  
Executive at Ericsson  
248-797-5500

Bruce Gaskey  
Executive at Ericsson  
717-307-0236

Mark Foley  
President of the University of Mobile  
251-442-2201

# Douglas N. Parker

207 Huntsfield Drive- Elverson, Pennsylvania 19520  
610-942-4689 – [parker102100@comcast.net](mailto:parker102100@comcast.net)

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## SENIOR OPERATIONS EXECUTIVE

Extensive experience in areas of corporate operations, reporting, and information technology including application integration, development, user support, and customer service. Proven ability to recruit, motivate, train and mentor staff to achieve full potential. Areas of experience:

- |                           |                       |             |
|---------------------------|-----------------------|-------------|
| ■ Integration Development | ■ Project Management  | ■ Training  |
| ■ Regulatory Compliance   | ■ Real Time Reporting | ■ Budgets   |
| ■ Crisis Management       | ■ Data Analysis       | ■ Reporting |

## PROFESSIONAL EXPERIENCE

Unitrin Direct Insurance Company, Chicago Illinois

Began career as a property damage analysis and progressed to more challenging positions within the company. Formed by Unitrin in 1999, Unitrin Direct holds a 230 million dollar book of business.

### CORPORATE PHYSICAL DAMAGE MANAGER, 2003 TO PRESENT

Managed a staff of 35 employees with an operating budget of 2.8 million (16% of company budget). Responsible for vendor management, damage assessment, salvage disposal, vendor contracts, regulatory reporting and compliance. Handled department integration projects and continued application management including customer service, maintenance and system enhancements. Reported to the Assistant Vice President of Claim. 7 direct reports and 28 indirect reports.

- Brokered and managed a 1 million dollar software project with a 42% ROI
- Developed a data dashboard providing senior management with real time performance data.
- Developed an automobile repair network reducing the company's single largest budget line item by 60%.

### PROPERTY DAMAGE EXAMINER, 2001 TO 2003

Created and managed a network of 22 vendors across 5 states. Developed repair processes to ensure the proper repair of customer vehicles. Completed monthly analysis on performance and financial data for senior management.

- Conducted a vendor research program and negotiated a service agreement yielding a 4% decrease in loss payout.
- Managed the complete rollout of online repair analysis submissions.
- Developed and met key business metrics driving financial results and customer retention.

### **PROPERTY DAMAGE APPRAISER, 2000 TO 2001**

Responsible for development of the repair analysis program including estimating best practices, total loss thresholds, and regulatory compliance. Trained new and existing employees on repair analysis and insurance fraud indicators. Reported to claims management on repair analysis trends which affect financial results.

- Pioneered a specialization program allowing physical damage experts to make decision on automobile repair.
- Developed training for new employees on physical damage and fraud indicators.

### **EDUCATION**

Liberty University, Lynchburg Virginia  
Business Management Degree, 2000

Six Sigma Project Management, 2006

### **CERTIFICATIONS**

Pennsylvania licensed Physical Damage Appraiser

### **REFERENCES:**

Brian P. McNamara  
Executive Vice President  
N'Site Solutions, Inc.  
410-451-7490

Jed Letchford  
SUI manager  
Unitrin Direct Auto Insurance  
856-983-5465

Jean Mckie  
Northeast Regional Claims Manager  
610-276-3907

# David Hart

## Professional Experience

**Konica Minolta Printing Solutions USA**      Mobile, AL      1999-2005  
**Director, Technical Services**

- Designed, implemented and maintained complete network migration from FDDI to Cisco gigabit Ethernet including configurations, access control lists and security with PIX firewall.
- Managed corporate telecommunication needs including AVAYA PBX, phone sets and all circuits. Managed vendor relationships providing services to our main office and many satellite and virtual offices including billing.
- Converted corporate server farm from aging tower systems to HP rack-mounted servers providing file services, print services and all applications required to support our business including SAP, Microsoft SQL and web services to world-wide users.
- Planned, implemented and maintained corporate email migration from Lotus cc:Mail to Microsoft Exchange for over 500 mailboxes.
- Managed all phases of end-user desktop support including PCs, laptop and standard Microsoft application required to maintain our business.
- Managed staff of up to 11 employees and annual operating budget over \$1mm.
- Responsible for daily management of network and telecommunication cable plant including over 900 data drops and 500 telecom drops.

**Sodexo Marriott Services**      Gaithersburg, MD      1998-1999  
**Network Manager**

- Designed, implemented and maintained the new server room including many new Windows servers and services for the new corporate office.
- Worked with integrator to design, implement and managed Cisco network environment resulting from the relocation of corporate headquarters.
- Assisted desktop services supporting over 400 corporate desktop and laptop users as well as thousands of field offices.

**Sodexo USA**      Waltham, MA      1997-1998  
**Systems Administrator**

- Worked with existing network staff and consultant to maintain existing Windows server environment consisting of dozens of servers.
- Assisted in email migration to Microsoft Exchange platform for several thousands users, managed email application after migration and maintained email system through integration with the Marriott organization.
- Worked with level one PC support group to address and resolve issues with desktop PCs and notebooks.

**Gardner Merchant**      Mobile, AL      1995-1997  
**PC Technician**

- Provided technical support for over 400 PC and laptop users.
- Installed and managed Microsoft Mail for local and remote users, supported email connectivity to corporate office via leased line and provided mail training.
- Managed and maintained token-ring network and Netware server, designed and implemented office move to new building and managed all desktop applications.

**PC/MAC Products & Services** Mobile, AL 1994-1995

**Account Executive**

- Built, installed, and upgraded PC systems for new and existing customers as well as ongoing support.
- Created sales opportunities through new customers and maintained existing clientele.

**Education**

University of Mobile, Mobile, AL 1994  
**B.S., Management Information Systems**

Wallace State Community College, Dothan, AL 1992  
**Associates of Science**

**References**

Tyler Bell--Sodexo Services--peer and manager from 2/'98-12/'99.  
301-748-4702

Maureen VanDevender--Gardner Merchant/Sodexo--manager from 5/'95-2/'98--Minolta-QMS--manager from 12/'99-'02.  
251-441-9267

Bryan Hack--Konica Minolta--HR Director from 5/'00-8/'05.  
251-633-4300

## **Jerry Cherne**

### **Contracted Employee of Callis Communications, Inc.**

#### **Scope of responsibilities with Callis Communications:**

Provide regulatory assistance in the way of state and federal reporting.

Provide regulatory assistance in regards to applications and tariffs.

Obtain all necessary codes and authorizations necessary for company to act as a facility based carrier.

Provide assistance with contract and interconnection agreements.

Assist with developing local and long distance products.

Audit all network invoices from underlying carriers and incumbent telephone companies.

Act as Callis Communications' liaison for all matters pertaining to BellSouth, state Public Service Commissions and the Federal Communications Commission

**Overall Experience:** Over thirty years of telecommunications experience.

#### **Experience:**

##### **Director of Regulatory & Client Services 2002 to 2005**

Provided key role in the creation and implementation of Harbor Communications. Developed and filed all necessary applications and tariffs with state and federal authorities. Developed products, created and implemented procedures, and hired staff for the provisioning process, customer service, regulatory, and network audit. Also provided product cost analysis and negotiated carrier contracts. Additionally, at a later date assumed responsibility for all operations. Played a vital role in growing the company from infancy to a company with over four thousand lines in two markets.

##### **Vice President of Carrier Services 1998 to 2002**

Once again played a major role in assisting Actel Integrated Communications in getting off the ground and growing to a presence in five states in three years. Developed, implemented and managed all long distance products and services. Established and managed network audit as well as the tariff process including the writing of all tariffs, PSC certifications, Product development, regulatory maintenance and reporting, and internal rate administration. Established and maintained network/carrier vendor relations including negotiation of rates and terms. Responsibilities also include overseeing the provisioning of network trunking and CLEC training requirements.

##### **Director in Operations and Regulatory Affairs 1995 to 1998**

While at Touch 1 Communications, implemented and managed network audit/analysis procedures resulting in annual operational savings of several million dollars while increasing network efficiency. Coordinated the activities, monitored the results and supervised the personnel of Network Audit, Network Analyst, Regulatory Affairs and Network Management teams. Selected network vendors and negotiated contracts. Managed regulatory and call rate process including maintenance of FCC and 48 state tariffs, competitor rates/policy, and ensured compliance with federal and state regulations.

Prior to being promoted to the above position, was Manager of Customer Relations. This included establishment of new call center for the purpose of proactive customer contact thus increasing customer retention. Supervised a staff of up to 51 employees including interviewing, hiring, training, performance monitoring, coaching, goal setting, and disciplinary actions. This center lead the company in retention percentages by a considerable margin.

**Product Manager 1993 to 1995**

Created an operator services line of products at Gulf Long Distance/Gulf Telephone that exceeded sales projections by 50% and revenue projections by 40%. Developed operator services tariff for three states and the FCC. Trained sales and support personnel on new products. Successfully delivered presentations to perspective clients while more than doubling close ratios.

Prior to the above Product Manager position was a successful Sales Manager. Established new sales and support office in Pensacola, Florida. Hired, trained and supported sales personnel. Due to success was assigned responsibility for a second sales office.

**Technical Service Consultant/Major Account Sales 1990 to 1993**

At MCI/Telecom\*USA trained sales and support personnel in new products and basic telephony. Acted as technical liaison with major accounts to assist customers in network configuration and options. Assisted sales personnel in preparation and presentation of major client proposals. Coordinated circuit installation for major accounts. During the first year with this company, in a major account sales position, was the top revenue producer amongst fourteen sales representatives in the district.

**Operations Manager 1989 to 1990**

Managed all operational aspects of this facility based long distance carrier, Long Distance Systems, Inc.

**Telecommunications Manager 1968 to 1988**

Held several positions in many locations during a successful twenty year career in the Marine Corps. Promoted nine times, applied for and was accepted to move from the enlisted ranks to the warrant officer ranks. Received numerous awards including the Meritorious Service Medal for effective leadership, management and technical achievements while supervising over 100 employees and serving as officer in charge of telecommunications facilities for nine military camps in Japan. Responsibilities included planning, inside and outside plant operations for nine PBX's and one tandem switch, telephone installation and maintenance for over 11,000 subscribers, cable repair and installation, switchboard operations, customer service, record keeping, engineering, billing, equipment, contracts, vendor relations, network planing, general administration, and budget forecasting/compliance. Other assignments included four years as a telecommunications instructor.

**Education:** Graduate of Central Texas University. Also attended numerous schools and courses in telecommunications and leadership/management some of which were up to thirteen weeks in duration.





### Name Change

On October 1, 2005 Allpage, Inc. changed its name to Callis Communications, Inc. All articles of incorporation stayed the same, because it was just a name change.

# STATE OF ALABAMA

## DOMESTIC FOR-PROFIT CORPORATION ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION GUIDELINES

### INSTRUCTIONS

**STEP 1:** IF CHANGING THE CORPORATION'S NAME, CONTACT THE OFFICE OF THE SECRETARY OF STATE AT (334) 242-5324 TO RESERVE A CORPORATE NAME.

**STEP 2:** FILE THE ORIGINAL AND TWO COPIES IN THE JUDGE OF PROBATE'S OFFICE WHERE THE ORIGINAL ARTICLES OF INCORPORATION ARE FILED. (IF THE AMENDMENT CHANGES THE NAME, THE CERTIFICATE OF NAME RESERVATION MUST BE ATTACHED.) IF CHANGING THE NAME, THE SECRETARY OF STATE'S FILING FEE IS \$10. TO VERIFY JUDGE OF PROBATE FILING, PLEASE CONTACT THE JUDGE OF PROBATE'S OFFICE.

PURSUANT TO THE PROVISIONS OF THE ALABAMA BUSINESS CORPORATION ACT, THE UNDERSIGNED HEREBY ADOPTS THE FOLLOWING ARTICLES OF AMENDMENT.

*Article I* The name of the corporation:  
ALLPage, Inc.

*Article II* The following amendment was adopted in the manner provided for by the Alabama Business Corporation Act:  
The name ALLPage, Inc. is being changed to Callis Communications, Inc.

*Article III* The amendment was adopted by the shareholders or directors in the manner prescribed by law on October 1, 2005.

*Article IV* The number of shares outstanding at the time of the adoption was 1,000; the number of shares entitled to vote thereon was 1,000. If the shares of any class are entitled to vote thereon as a class, list the designation and number of outstanding shares entitled to vote thereon of each such class:  
Class A shares are eligible for voting.

*Article V* The number of shares voted for the amendment was 1,000 and the number of shares voted against such amendment was 0. (If no shares have been issued attach a written statement to that effect.)

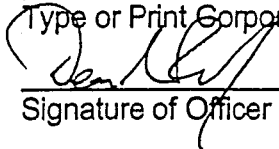
Date: October 1, 2005

Dean N. Parker, Jr. CEO

Printed Name and Business Address of Person Preparing this Document:

Type or Print Corporate Officer's Name and Title

Callis Communications, Inc.  
730 Oak Circle Dr. East  
Mobile, AL 36609

  
Signature of Officer

STATE OF ALABAMA

COUNTY OF MOBILE

**ARTICLES OF INCORPORATION  
OF  
ALLPage, Inc.**

The undersigned, acting as the incorporators of a corporation under the Alabama Business Corporations Act (*§10-2B-1, et seq., Code of Alabama 1975*), adopt the following Articles of Incorporation for such corporation:

**ARTICLE I  
NAME AND DEFINITIONS**

The name of the corporation is **ALLPage, Inc.**, and is hereinafter referred to as "the CORPORATION ". The terms used herein shall have the meaning for each stated in the Alabama Business Corporations Act (*§ 10-2B-1, et seq., Code of Alabama 1975*), unless the context otherwise requires.

**ARTICLE II  
DURATION**

The duration of the CORPORATION shall be perpetual.

**ARTICLE III**  
**PURPOSE**

The purposes for which the CORPORATION is organized are:

- (a) To operate a paging and communication service;
- (b) To engage in the sale of communications equipment and other related equipment; and
- (c) To transact any and all other lawful business for which corporations may be incorporated under the Alabama Business Corporation Act ("Act"); provided that nothing herein contained shall be construed as authorizing this CORPORATION to carry on the business of banking, that of a trust company or the business of insurance.

**ARTICLE IV**  
**NUMBER OF SHARES**

The CORPORATION shall have the power and authority to issue a total of 1,000 shares of common stock at the par value of **ONE AND NO/100 (\$1.00) DOLLAR** per share. The CORPORATION shall begin business with the issuance of 1,000 shares of common stock at the par value of **ONE AND NO/100 (\$1.00) DOLLAR** each, amounting to a beginning capitalization of **ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS**.

ARTICLE V  
BY-LAWS

Provisions for the regulation of the internal affairs of the CORPORATION are:

- (a) The By-Laws of the CORPORATION shall contain provisions for the regulation and management of the internal affairs of the CORPORATION not inconsistent with any provisions of these Articles of Incorporation, and not inconsistent with the laws of the State of Alabama. The initial By-Laws of the corporation shall be adopted by the Stockholders. The By-Laws of the CORPORATION shall be subject to alteration, amendment or repeal, and new By-Laws may be adopted by the affirmative vote of a majority of the Directors; provided, however, that the Board of Directors may not alter, amend or repeal any bylaw establishing what constitutes a quorum at Stockholders' meetings.
- (b) This CORPORATION may from time to time issue its shares of stock for such consideration expressed in dollars (but not less than par if such shares have a par value) as may be fixed from time to time by the Board of Directors and may receive payment thereof, in whole or in part, in money, in other property (real or personal, tangible or intangible) or in labor or services actually performed for the CORPORATION. The judgment of the Board of Directors as to the value of such labor, services, or property shall be conclusive. Any and

all shares so issued for which the consideration so fixed shall have been paid or delivered shall be deemed fully paid stock and shall not be liable to any further call or assessment thereon, and the holders of such shares shall not be liable for any further payment in respect thereof. Neither promissory notes nor future services shall constitute payment or part payment for the issuance of shares of the CORPORATION.

- (c) A restriction on the transfer or the registration of the transfer of any or all of the shares of the stock of the CORPORATION may be imposed either by these Articles of Incorporation, by the By-Laws of the CORPORATION, by an agreement between any number of the holders of shares of the CORPORATION, or by an agreement among such holders and the CORPORATION. Any such restriction shall be noted conspicuously upon each certificate representing such shares.
- (d) Every Stockholder of the CORPORATION entitled to vote for the election of Directors shall have the preemptive right to purchase such Stockholder's proportion of the issuance of any class of shares, including treasury shares, according to the proportion of such Stockholder's holdings of such class of shares, at such price, which may be in excess of par value, within such time, and on such terms as shall be fixed and determined by the Board of Directors; provided, however,

that nothing herein contained shall prevent the inclusion of or invalidate provisions in an amendment to these Articles of Incorporation which deny preemptive rights to the holders of any class of shares, nor shall anything herein be construed to give preemptive rights to the holders of preferred shares having the right to elect one or more Directors of the CORPORATION only in the event of default in payment of dividends on such preferred shares or other default. Nothing contained herein shall be construed to prohibit any Stockholder from waiving in writing such Stockholder's preemptive right to purchase the Stockholder's proportion of the issuance of any class of shares.

**ARTICLE VI**  
**REGISTERED OFFICE**

The address of the initial registered office of the CORPORATION is 700 University Boulevard, S., Suite J, Mobile, AL 36609, and the name of the initial registered agent at such address is Dean N. Parker, Jr.

**ARTICLE VII**  
**DIRECTORS**

The CORPORATION shall be managed by a Board of Directors consisting of not less than one (1), nor more than five (5) members, or as otherwise set forth in the By-Laws now

or hereafter adopted by the Stockholders. The number of Directors constituting the initial Board of Directors of the CORPORATION is two (2), and the names and addresses of the persons who are to serve as the Directors until the first annual meeting of Stockholders or until their successors are elected and qualified are:

<b>NAME</b>	<b>OFFICE</b>	<b>ADDRESS</b>
Thomas J. Kane	Chairman	317 Hayfield Place Lynchburg, VA 24503
Dean N. Parker, Jr.	Vice Chairman	118 Montview Forest Drive Lynchburg, VA 24502

Successor Directors, replacement Directors and additional Directors shall be elected or appointed as provided in the By-Laws and shall serve such term of office any may be provided in the By-Laws.

### **ARTICLE VIII** **INCORPORATORS**

The name and address of each incorporator is:

<b>NAME</b>	<b>ADDRESS</b>
Dean N. Parker, Jr.	118 Montview Forest Drive Lynchburg, VA 24502
Thomas J. Kane	317 Hayfield Place Lynchburg, VA 24503



**ARTICLE XI**  
**POWERS OF THE CORPORATION**

The powers of the CORPORATION are:

- (a) To sue and be sued, complain and defend, in its corporate name.
- (b) To have a corporate seal which may be altered at pleasure, and to use the same by causing it, or a facsimile thereof, to be impressed or affixed or in any other manner reproduced.
- (c) To purchase, take, receive, lease, or otherwise acquire, own, hold, improve, use and otherwise deal in and with, real or personal property, or any interest therein, wherever situated.
- (d) To sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of all or any part of its property and assets.
- (e) To lend money and use its credit to assist its employees or employees of its subsidiaries, including any such employee who is a director of the CORPORATION provided that the Board of Directors determines that such loan or assistance may benefit the CORPORATION.
- (f) To purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in, or obligations of, other domestic or foreign corporations, associations, partnerships or individuals, or direct or indirect

obligations of the United States or of any other government, state, territory, governmental district, or municipality or of any instrumentality thereof.

- (g) To make contracts, guarantees, and indemnity agreements and incur liabilities, borrow money at such rates of interest as the CORPORATION may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage, pledge of, or creation of security interests in, all or any of its property, franchises, or income, or any interest therein, not inconsistent with the provisions of the Constitution of Alabama as the same may be amended from time to time.
- (h) To lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested.
- (i) To conduct its business, carry on its operations, to have offices and to exercise the powers granted by the Act, within or without this state.
- (j) To elect or appoint Officers and agents of the CORPORATION, and define their duties and fix their compensation.
- (k) To make and alter By-Laws, not inconsistent with these Articles of Incorporation or with the laws of the State of Alabama, for the administration and regulation of the affairs of the CORPORATION.

- (l) To make donations for the public welfare or for charitable, scientific, or educational purposes.
- (m) To transact any lawful business which the Board of Directors shall find will be in aid of governmental policy.
- (n) To pay pensions<sup>etc.</sup> and establish pension plans, pension trusts, profit sharing plans, stock bonus plans, stock option plans and other incentive plans for any or all of its Directors, Officers and employees.
- (o) To be a promoter, incorporator, partner, member, trustee, associate, or manager of any domestic or foreign corporation, partnership, joint venture, trust or other enterprise.
- (p) To consolidate or merge, before or after the completion of its works or plants, in the manner provided under the Act with any other foreign or domestic corporation or corporations.
- (q) To purchase (by means of tender, direct purchase, bids in the market or otherwise), take, receive, redeem, exchange, or otherwise acquire, hold, own, pledge, transfer, sell, reissue or otherwise dispose of, at any time or from time to time, any of its common or other shares, whether or not redeemable, or other securities; provided that purchases of its own shares may be made only to the extent of its unreserved and unrestricted earned surplus and capital surplus available therefor; and

provided further that any shares of the common stock of the CORPORATION acquired by the CORPORATION shall, until the disposition, retirement or cancellation thereof, be held by the CORPORATION as treasury shares, unless, prior to the acquisition of any such shares, the Board of Directors of the CORPORATION shall have determined that such shares shall, upon the acquisition thereof, be restored to the status of authorized but unissued shares; and provided further that no purchase or payment for its own shares shall be made at a time when the CORPORATION is insolvent or when such purchase would make it insolvent.

- (r) To participate with others in any general partnership, limited partnership, whether the participating corporation be a limited or general partner, or both, joint venture, syndicate, pool or other association of any kind or in any transaction, undertaking or arrangement which the participating corporation would have power to conduct by itself, whether or not such participation involves sharing or delegation of control with or to others.
- (s) To have and exercise all powers necessary or convenient to effect its purposes to the full extent authorized or permitted to a corporation

under any laws that may be now or hereafter applicable or available to  
the CORPORATION.

The foregoing specific enumeration of powers shall not be claimed to limit or restrict  
in any manner the powers of the CORPORATION otherwise granted by law.

### ARTICLE X POWERS OF THE STOCKHOLDERS

The Stockholders, by majority vote, shall have the power to:

- (a) make By-laws for the regulation of the CORPORATION, its Directors, Officers, agents and services and for all other purposes not inconsistent with the laws of the State of Alabama or the government of the United States.
- (b) Amend these Articles of Incorporation upon submission to the Stockholders of a resolution setting forth the proposed amendment duly adopted by the Board of Directors of the CORPORATION.

### ARTICLE XI POWER OF THE BOARD OF DIRECTORS

In addition to the powers and authorities specified in Article X of these Articles of Incorporation, the Board of Directors is hereby empowered to exercise all such powers and to do all such acts and things as may be exercised or done by the CORPORATION, or to allow any one or more persons to act in their behalf without first having a meeting of the Board of

Directors or having the act ratified, subject, nevertheless, to the provisions of the laws of the State of Alabama, to these Articles of Incorporation and to any By-Laws as shall be made by the Stockholders.

The Directors and Officers of this CORPORATION shall receive such compensation, if any, as provided by the Board of Directors.

## ARTICLE XII BY-LAWS


The original By-Laws of this CORPORATION, as adopted and as amended from time to time, shall control the management of the corporate business insofar as they are not inconsistent with the Articles of Incorporation.

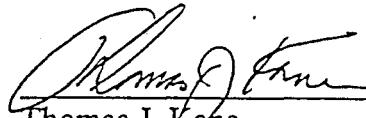
No By-Law shall be made to validate any prior act of the Board of Directors which would have been void had such By-Law not been made.

## ARTICLE XIII SPECIAL PROVISION

The CORPORATION reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter provided by law, and all rights conferred upon Officers, Directors and Stockholders herein are granted subject to this reservation.

IN WITNESS WHEREOF, the undersigned incorporators have hereunto  
subscribed the signatures of the incorporators to these Articles of Incorporation on this  
28<sup>TH</sup> day of February, 1999.

  
\_\_\_\_\_  
Dean N. Parker, Jr. (SEAL)

  
\_\_\_\_\_  
Thomas J. Kane (SEAL)

Notice is given as required by Alabama  
law that this instrument was prepared by

David F. Daniell, Esq.  
RICHARDSON, DANIELL, SPEAR & UPTON, P.C.  
1110 Montlimar Drive, Suite 400  
Mobile, Alabama 36609  
(334) 344-8181

For-Profit corporation  
ARTICLES OF INCORPORATION GUIDELINES

INSTRUCTIONS:

- STEP 1: CONTACT THE OFFICE OF THE SECRETARY OF STATE AT (334) 242-5324 TO RESERVE A CORPORATE NAME.
- STEP 2: TO INCORPORATE, FILE THE ORIGINAL, TWO COPIES OF THE ARTICLES OF INCORPORATION AND THE CERTIFICATE OF NAME RESERVATION IN THE COUNTY WHERE THE CORPORATION'S REGISTERED OFFICE IS LOCATED. THE JUDGE OF PROBATE'S FILING FEE IS \$38 AND THE SECRETARY OF STATE'S FILING FEE IS \$50.

PURSUANT TO THE PROVISIONS OF THE ALABAMA BUSINESS CORPORATION ACT, THE UNDERSIGNED HEREBY ADOPTS THE FOLLOWING ARTICLES OF INCORPORATION.

**Article I** The name of the corporation.  
ALLPage, Inc.

**Article II** The duration of the corporation is perpetual, unless otherwise stated.

**Article III** The corporation has been organized for the following purpose(s):  
For the purposes of transacting any and all lawful business, including but not limited to the following: (1) To operate a paging and communication service; (2) To engage in the sale of communications equipment and other related equipment; and (3) To transact any and all other lawful business for which corporations may be incorporated under the Alabama Business Corporation Act; provided that nothing herein contained shall be construed as authorizing this Corporation to carry on the business of banking, that of a trust company or the business of insurance.

**Article IV** The number of shares which the corporation shall have the authority to issue is 1,000.

**Article V** The street address (NO PO BOX) of registered office 700 University Boulevard, S., Suite J, Mobile, AL 36609 and the name of the registered agent at that office Dean N. Parker, Jr

**Article VI** The names and addresses of the Directors.  
Thomas J. Kane 317 Hayfield Place Lynchburg, VA 24503  
Dean N. Parker, Jr. 118 Montview Forest Drive Lynchburg, VA 24502

**Article VII** The name of and address of the Incorporator(s).  
Thomas J. Kane 317 Hayfield Place Lynchburg, VA 24503  
Dean N. Parker, Jr. 118 Montview Forest Drive Lynchburg, VA 24502

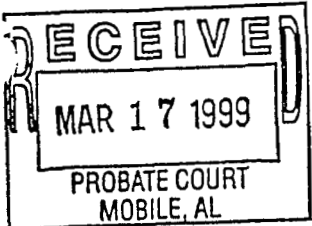
Any provision, no inconsistent with the law, for the regulation of the internal affairs of the corporation, including any provision for distribution of assets on dissolution or final liquidation may be added.

IN WITNESS THEREOF, the undersigned incorporator executed these Articles of Incorporation on this, the 12 Day of MARCH, 1999.

THIS DOCUMENT PREPARED BY:

Dean N. Parker, Jr. Thomas J. Kane  
Type or Print Name of Incorporator(s)

Dean N. Parker, Jr. Thomas J. Kane  
Signature of Incorporator(s)





FLORIDA TELECOMMUNICATIONS PRICE LIST

RESALE LONG DISTANCE TELECOMMUNICATIONS SERVICES

FURNISHED BY

**Callis Communications, Inc.**

WITHIN THE STATE OF FLORIDA

This price list contains the descriptions, rules, regulations, and rates applicable to the furnishing of service and facilities for resale long distance telecommunications service provided by Callis Communications, Inc. with principal offices at 720 Oak Circle Drive East, Mobile, Alabama 36609. This price list applies for services furnished within the state of Florida. This price list is on file with the Florida Public Services Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Callis Communications, Inc. Contact Telephone Numbers:

Main Administration (8:00AM to 5:00PM) - 251-662-8300

Customer Service (24 hours, seven days) - 888-901-7243

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Issued:

Effective:

Issued by:

Dean Parker, President  
720 Oak Circle Drive East, Suite 100  
Mobile, Alabama 36609

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Mobile, Alabama 36609

**Check Sheet**

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

<b><u>Sheet</u></b>	<b><u>Revision</u></b>	<b><u>Sheet</u></b>	<b><u>Revision</u></b>
Title Page	Original	26.	Original
1.	Original	27.	Original
2.	Original	28.	Original
3.	Original	29.	Original
4.	Original	30.	Original
5.	Original	31.	Original
6.	Original	32.	Original
7.	Original		
8.	Original		
9.	Original		
10.	Original		
11.	Original		
12.	Original		
13.	Original		
14.	Original		
15.	Original		
16.	Original		
17.	Original		
18.	Original		
19.	Original		
20.	Original		
21.	Original		
22.	Original		
23.	Original		
24.	Original		

\* Indicates pages submitted with most recent filing

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Mobile, Alabama 36609

**SYMBOLS**

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

- C** - to signify changed regulation
- D** - to signify discontinued rate or regulation
- I** - to signify increase
- M** - to signify text moved from another Price List location
- N** - to signify new rate or regulation
- R** - to signify reduction
- T** - to signify a change in text but no change in rate or regulation

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**PRICE LIST FORMAT**

- A. Sheet Numbering** - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Price List.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4<sup>th</sup> Revised Sheet 14 cancels 3<sup>rd</sup> Revised Sheet 14.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
  - 2.1.
  - 2.1.1
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheets** - When a Price List filing is made with the Commission, an updated Check Sheet accompanies the Price List filing. The Check Sheet lists the sheets contained in the Price List cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Price List user should refer to the latest Check Sheet to find out if a particular sheet is the most current sheet on file with the commission.

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**SECTION 1 – DEFINITIONS AND ABBREVIATIONS**

For the purpose of this Price List, the following definitions will apply:

**Access Line:** A dedicated arrangement from the service provider that connects a Customer location directly to the Company’s location or switching center.

**Authorization Code:** A numerical code, one or more of which may be assigned to a Customer to enable the Company to identify use of service on the Customer’s account and to bill the Customer accordingly for such service. Multiple authorization codes may be assigned to a Customer to identify individual users or groups of users.

**Company:** Callis Communications, Inc., unless otherwise specified.

**Chargeable Time:** For billing purposes calls are charged from the time the connection between the called and calling party is established. The time at the beginning of each minute of the connection determines the applicable rate period. Chargeable time ends when the calling station hangs up. If the called party hangs up but the calling party does not, billing stops when the connection is released by automatic timing equipment in the network.

**Collect Billing:** A billing arrangement whereby the originating caller may bill the charges for a call to the called party.

**Company:** Callis Communications, Inc. unless otherwise specified.

**Customer or Subscriber:** The person, company, firm, corporation or other entity that orders or uses service and is responsible for the payment of charges and compliance with Price List regulation.

**Customer Premise Equipment:** Terminal equipment, as defined herein, which is located on the Customer’s premise.

**Dedicated (or Special) Access:** Where access between the Customer and the Company is provided on dedicated circuits. The cost of Dedicated (or Special) Access is billed to the Customer by the local exchange carrier, Company, or other approved access provider.

**IntraLATA Call** – A call that originates and terminates within the same LATA.

**Intrastate Call** – A call originated and terminated within the boundaries of a state. Intrastate calls include both IntraLATA and InterLATA Intrastate Calls.

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**SECTION 1 – DEFINITIONS AND ABBREVIATIONS (CONT'D.)**

**LATA:** Local Access and Transport Area. A geographical area established by the US District Court in the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Carrier provides communications service.

**LEC:** Local Exchange Company

**Operator Station Call:** A service whereby the caller places a non-Person to Person call with the assistance of an operator (live or automated).

**Person to Person Call:** A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department or office to be reached through a PBX attendant.

**Subscriber:** The person, firm, corporation or other entity, which orders or uses service and is responsible for the payment of charges and for compliance with Price List regulations.

**Switched Access:** Where access between the Customer and the Company is provided on local exchange company circuits capable of accessing the local switched network. The cost of switched Feature Group access is billed to the Company.

**Term Commitment:** Customer who commits to using the Company's service for a specified time may be eligible for lower rates. Rates may be based on length of term and volume.

**Term Discount:** Specified discounts the Company may provide a Customer who commits to using certain Company services for a specified period of time.

**Terminal Equipment:** Devices, apparatus, and associated wiring, such as facsimile machines, telephones, or data sets.

**Third Party Billing:** A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

**Underlying Carrier:** The facilities based inter exchange carrier from whom the Company purchases Long Distance Service.

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**SECTION 1 – DEFINITIONS AND ABBREVIATIONS (CONT'D.)**

**V & H Coordinates:** Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls. All rates in this Price List are flat rates and not adjusted for specific mileage.

**Verified Project Account Code (VPAC):** A specific group of digits assigned to a Customer associating a call to a particular person, department, cost center, project or client. Incorrect codes are blocked.

**Volume Discounts:** Specified service offerings the Company provides may offer discounts based upon monthly usage billing volume.

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**SECTION 2 – RULES AND REGULATIONS**

**2.1. Company Undertaking**

Company provides long distance interexchange telephone service to Customers for their direct transmission of voice, data, and other types of communications.

Communications originate when the Customer accesses Company directly or through the facilities of the local service Company via one or more access lines, equal access or on a dial-up basis. Company may act as Customer's agent for ordering access connection facilities provided by other Companies or entities when authorized by the Customer, to allow connection of the Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service.

The Company's services are provided on a monthly basis and are available twenty-four (24) hours per day, seven (7) days per week.

**2.2 Limitation on Service**

**2.2.1** Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Price List.

**2.2.2** Company reserves the right to provide services only to and from locations where the necessary facilities and equipment is available.

**2.2.3** Company reserves the right to discontinue furnishing service when necessitated by conditions beyond its control or when the Customer is using the service in violation of the provisions of this Price List or in violation of the law. Service furnished by Company may not be used for any unlawful purpose.

**2.2.4** Title to any equipment provided by the Company under these regulations remains with the Company. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Price List shall apply to any assigned or transferee.

**2.2.5** Company reserves the right to deny service to applicants or subscribers whose financial condition is not acceptable to the Company.

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---

**SECTION 2 – RULES AND REGULATIONS (CONT'D.)****2.3 Use of Service**

Service may not be used for any unlawful purposes.

**2.4 Limitation of Liability**

**2.4.1** Company shall not be liable to any person, firm or entity for damages, either direct, indirect, consequential, special, incidental, actual, punitive, or for any other damages or lost profits arising out of mistakes, accidents, errors, omissions, interruptions, delays, acts of God, fire, war, civil disturbance, an act of government, or by any other cause beyond Company's direct control, or defects in transmissions not caused by the negligence of the Company. In the event of gross negligence or willful misconduct, liability shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service during which the interruption occurred of the affected service.

**2.4.2** Company makes no warranty, whether express, implied or statutory, as to the description, quality, merchantability, completeness or fitness for any purpose of the service or local access, or as to any other matter, all of which warranties by Company are hereby excluded and disclaimed. For any claim of loss, expense, or damage including indirect, special or consequential damage for any act or omission of the Customer shall be excluded. Additionally, the Company shall not be held liable for any of the following:

- A.** Any claims or loss, business loss, expense, or damage (including direct, indirect, special or consequential) for any loss of service excluding gross negligence by the Company.
- B.** Any claim or loss, expense, or damage (including indirect, special or consequential damage) for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by Company if not caused by negligence of Company.
- C.** Company shall not be liable for any defacement of or damages to the premises of a Customer, resulting from the furnishing of service, which is not the result of Company's negligence.
- D.** Company is not liable for any act or omission of any other Company or companies furnishing a portion of the service.

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Mobile, Alabama 36609

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

**2.4.2 Limitation on Liability (Cont'd)**

- E.** The Company shall not be liable for any claim, loss or refund as a result of loss, theft, or fraudulent use of account codes, authorization codes or access numbers.
- F.** The Company shall not be liable for any claim, loss or refund as a result of subscriber receiving unwanted or unauthorized calls via a Company provided toll free number.
- G.** The Company shall not be liable for any claims, loss or refund as a result of an unauthorized or any person toll calls via telephone numbers presubscribed to the Company, casual calling, or any other type of call
- H.** Company, at its own expense, will indemnify the Customer and hold harmless in respect to any and all loss, damage, liability or expense asserted against the Customer by a third party on account of any property damage or personal injury caused by any gross negligence or willful misconduct of Company arising out of performance by Company of any testing or other activities on the Customer's premises pursuant to this Price List. Company's obligations under the immediately preceding sentence shall be subject to the Customer's full performance of this Price List and subject further to the Customer's duty to take reasonable precautions in the location, construction, maintenance, and operation of all activities, facilities and equipment for the protection against hazard or injury and to not interfere with services provided by the Company.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

**2.4.3** Company shall be indemnified and held harmless by the Customer against:

- A. Claims for libel, slander, infringement of copyright or patent infringement, unauthorized use of any trademark, trade name or service mark arising out of the material, data information, or other content transmitted over the Company's facilities.
- B. All other claims arising out of any act or omission by the Customer in connection with any service provided by the Company.
- C. A credit allowance for interruptions of service which are not due to Company's testing or adjusting, to negligence by the Customer, or to the failure of the channels, equipment and/or communications systems provided by the Customer, or to circumstances beyond the Company's control, are subject to the general liability provisions set forth in this Price List. It shall be the obligation of the Customer to notify Company of any interruption in service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by or within the Customer's control and is not in wiring or equipment connected to the Company's terminal.

**2.5 Restoration of Service**

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)****2.6 Customer Responsibility**

**2.6.1** All Customers assume general responsibilities in connection with the provisions and use of Company's service. When facilities, equipment, and/or communication systems provided by others are connected to Company's facilities, the Customer assumes additional responsibilities. All Customers are responsible for the following:

- A.** The Customer is responsible for providing accurate information necessary for the Company to install service, placing orders for service, paying all charges for service rendered by Company and complying with all of Company's regulations regarding the service. The Customer is also responsible for assuring that its users comply with regulations.
- B.** At the time of placing an order for service, the Customer must provide:
  - 1.** The name(s) and address(es) for the person(s) responsible for the payment of service charges.
  - 2.** The name(s), telephone number(s), and addresses of the Customer contact person(s).
- C.** The Customer must pay the Company for the replacement or repair of Company's equipment when the damage results from:
  - 1.** Negligence or willful act of the Customer or user.
  - 2.** Improper use of service or equipment.
  - 3.** Any unauthorized use of equipment or service provided by the Company or others.
  - 4.** Failure to properly and safely maintain reasonable electrical power and grounding
- D.** After receipt of payment for damages, Company will put forth best effort to cooperate with the Customer in prosecuting a claim against any third party causing damage.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)****2.6.2 Maintenance, Testing, and Adjustment**

Upon reasonable notice, the equipment provided by the Company shall be made available to Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

**2.6.3 Deposits**

The Company may require a cash deposit from a prospective Customer, a presently disconnected Customer, a current Customer, or a former Customer to be held as a guarantee for the payment of charges, in accordance with the General Rules of the Florida Public Service Commission. Interest on deposits shall be paid annually at the rate currently prescribed by the Commission.

Deposits shall be returned to the Customer when service is terminated or when satisfactory credit has been established. Satisfactory credit may be established through prompt payment of all Company bills for a period of one year.

Upon termination of service, deposits with accrued interest shall be credited to the final bill and balance returned to the Customer in a prompt manner.

**2.6.4 Credit Allowance**

Credit for failure of service or equipment will be allowed in accordance with Paragraph 2.4 of this Price List and only when failure is caused by or occurs in equipment owned, provided, and billed by the Company. Credits are only applicable to monthly recurring charges. No credits for usage sensitive billing will be allowed.

- A. Credit allowances for failure of service or equipment starts when the Customer notifies Company of the failure or when Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer. No credit shall be allowed for an interruption of twenty-four hours or less.
- B. The Customer shall notify Company of failure of service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer provided facilities, any act or omission of the Customer, or in wiring or equipment connected to the terminal.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

**2.6.4 Credit Allowance (Cont'd)**

- C. Only those portions of the service or equipment operation disabled will be credited. No credit allowance will be allowed for usage sensitive billing elements. No credit allowances will be made for:
1. Interruptions of service resulting from Company performing routine maintenance.
  2. Interruptions of service for implementation of a Customer order for a change in the service.
  3. Interruption caused by negligence of the Customer or his authorized user.
  4. Interruptions of service because of the failure of service or equipment due to Customer or authorized user provided facilities.
  5. Interruptions of service due to circumstances beyond the reasonable control of the Company.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

**2.6.5 Cancellation by Customer**

- A. If a Customer orders services requiring special equipment and/or facilities dedicated to the Customer's use and then cancels the order before service begins, a charge will be made to the Customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by Company.
- B. The subscriber may have service discontinued by notifying the Company either verbally or in writing. The Company shall hold the Subscriber responsible for payment of all bills for service furnished until the cancellation date specified by the Subscriber or until the service is disconnected, whichever is later. Where the Customer is being provided service via dedicated facilities of any type, a minimum thirty (30) days advance notice is required to terminate service.
- C. Customers who have signed a term commitment, in accordance with the written agreement, may cancel service at anytime after the term ends. Early termination will result in the Customer being billed and required to pay the monthly commitment for the remainder of the term in accordance with the signed agreement.
- D. Service is provided and billing is on a monthly basis. Service continues to be provided for month to month Customers until the Company is notified either verbally or in writing of the Customer's desire to disconnect service, unless other restrictions apply such as term commitments as explained in this Price List.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

**2.6.6 Payment and Charges for Services**

- A.** The Customer is responsible for payment of all charges for services furnished by Company as well as all federal, state, county, and municipal taxes, fees and surcharges. This includes the Universal Service Fund as applicable.
- B.** A Customer of Company Toll Free service is responsible for payment for all calls placed to the Customer's Toll Free number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service or Customer provided systems, equipment, facilities or services interconnected to the Customer's Toll Free service, which use, misuse or abuse may be occasioned by third parties, including, without limitation, the Customer's employees and members of the public who dial the Customer's Toll Free number by mistake.
- C.** If notice of a dispute of charges is not received within thirty (30) days after an invoice is rendered, such invoice shall be deemed to be correct and binding upon the Customer.
- D.** In the event the Company incurs fees or expenses, including attorneys' fees, in collecting, or attempting to collect, any charges owed, the Customer will be liable for the payment of all such fees and expenses reasonably incurred.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)****2.6.7 Payment and Charges for Services (Cont'd)**

- E. The Customer or user of Company provided services is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company regardless of intentional, negligent, or fraudulent use. In particular, and without limitation to the foregoing, the Customer or user is responsible for any and all costs incurred as the result of:
1. Any and all use of services provided by the Company, including calls that the Customer did not individually authorize.
  2. Any and all calls placed to a toll free service number provided to the Customer by the Company.
  3. Any and all calls placed using a Company provided authorization number, including calls, which the Customer did not individually authorize.
- F. Customers whose accounts show very small balances may have their invoice withheld by the Company until the amount due from the Customer reaches a level which, in the Company's sole discretion, is deemed large enough to justify initiating the billing and collection process. This extended invoicing period will never exceed three months and only applies where very low balances are involved. The Customer may, however, request monthly billing under these circumstances.
- G. Payment is due within twenty (20) days of the date of the invoice. Interest charges will be applied on any amount remaining unpaid after thirty (30) days of the date of the invoice at the rate of 1.5% per month.

**2.6.8 Application of Charges**

The charges for service are those in effect for the period that service is furnished. If the charges are for a period covered by a bill change after the bill is rendered, the bill will be adjusted to reflect the new charges.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

**2.6.9 Customer Complaint Procedures**

Company will make reasonable efforts to resolve any disputes brought to their attention as promptly and effectively as possible. Customer Service Representatives can be reached via the toll free number listed in the front of this Price List.

Any unresolved disputes may be directed to Consumer Services, Florida Public Service Commission, 2540 Shumard Oak Blvd., Tallahassee, Florida 32399-8153, 1-800-342-3552.

In the event of a dispute concerning an invoice, the Customer must pay a sum equal to the undisputed amount and notify the Company in writing of the disputed portion within 30 days. The Customer must provide adequate justification, and documentation, if applicable, as to why that portion of the bill is being disputed.

**2.7 Company Responsibility**

**2.7.1 Calculation of Credit Allowance**

Pursuant to the limitations set forth in Section 2.7.4, when service is interrupted the credit allowance will be computed as follows:

- A. No credit shall be allowed for an interruption of less than twenty-four hours. The Customer may be credited for recurring charges due to an interruption of more than twenty-four hours. Partial days will be rounded to the nearest half day.
- B. When a minimum usage charge is applicable, or a term volume commitment is in effect, the Customer's commitment will be credited an amount equal to the time service was not available providing service was unavailable more than twenty-four (24) hours.

**2.7.2 Cancellation Credit**

Where a Company cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30<sup>th</sup> of the monthly recurring charge for each day the service was rendered or the equipment provided. This credit will be issued to the Customer or applied against the balance remaining on the Customer's account.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

**2.7.3 Disconnection of Service by Company**

Company, upon 5 days written notice to the Customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- A. In the event that a Customer's bill remains unpaid after more than twenty (20) days following rendition of the bill.
- B. In the event of a violation of any regulation governing the service under this Price List or in the event of fraudulent use service may be discontinued and the Company may seek legal recourse to recover all costs involved in enforcement of this provision.
- C. In the event of a violation of any law, rule, or regulation of any government authority having jurisdiction over the service.
- D. Where Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

**2.8 Rules Applicable to Toll-Free Services**

- 2.8.1 The Company will participate in porting toll-free numbers only if the account balance is zero and all charges incurred as a result of the toll free number have been paid.
- 2.8.2 If a Customer who has received a toll free number does not subscribe to toll-free service within fifteen (15) calendar days, the Company reserves the right to make the assigned number available for use by another Customer.
- 2.8.3 Toll free numbers shared by more than one Customer, whereby a unique Personal Account Code identifies individual Customers, may not be assigned or transferred for use with service provided by another Company. Subject to the limitations provided in this Price List, the Company will only honor Customer requests for a change in toll free service provider for toll free numbers dedicated to the sole use of that single Customer.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

**2.9 Returned Check Charge**

The subscriber will be assessed a \$18.00 handling charge for each instance of the subscriber's check for payment of service being returned to the Company by the bank after being dishonored. This is in addition to any charges the Customer's own bank or financial institution may apply.

**2.10 Adjustment for New Local Taxes**

Should a municipality, county, federal, or other local taxing authority acquire the legal right to impose a tax, fee or charge, it shall be billed to the subscribers receiving service within the territorial limits of such municipality, county or other taxing authority. Such billing shall allocate these taxes, fees or other charges amongst the subscribers uniformly on the basis of each subscriber's charges for the type of service made subject to such tax, fee or charge.

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**SECTION 3 – DESCRIPTION OF SERVICES**

**3.1. Timing of Calls**

**3.1.1 Usage**

The Customer's long distance usage charge is based on the actual usage. Usage begins when the called party picks up the receiver. Chargeable time ends when the calling station hangs up. If the called party hangs up but the calling party does not, billing stops when the connection is released by automatic timing equipment in the network.

**3.1.2 Time Periods**

The Customer's long distance usage charge is based on the day and time the originating party places the call.

**3.2 Start of Billing**

For billing purposes, the start of service is the day that the Company first provides service to the Customer. The end of service is the last day or any portion thereof that service is provided by Company.

**3.3 Volume and Term Discounts/Penalties**

Rates are set forth in the Rates and Charges Section of this Price List.

**3.3.1 Volume Discounts/Penalties**

In order to receive reduced rates, Customers may have the opportunity to commit to a minimum dollar volume amount per month by signing a written agreement. Should a Customer fail to achieve the commitment level two consecutive months or two out of six months, the Company will invoice the Customer for the difference between actual usage and monthly commitment. The Customer is required to pay this difference. Rates are set forth in the Rates and Charges Section of this Price List.

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**SECTION 3 – DESCRIPTION OF SERVICES (CONT'D.)****3.3 Volume and Term Discounts/Penalties (Cont'd)****3.3.2 Term Discounts/Penalties**

In order to receive reduced rates, Customers may have the opportunity to commit to use the Company's service for a specified time. This commitment will be in writing as part of the Service Agreement. This term commitment may be for all or partial services provided by the Company but will usually indicate a minimum amount of billing each month for a specified time period. Paragraph 3.3.1 explains volume commitments. Company maintains the right to invoice the Customer for the remainder of the term, for each month remaining on the written agreement, should the Customer disconnect before the written term commitment expires. Company will be entitled to payment up to a maximum of the overall commitment less all charges previously invoiced and paid by Customer. For example, if a Customer commits to \$1,000 per month for two years, and cancels service after 18 months, the Company has the right to bill and collect no more than \$6,000.

**3.4 Monthly Fees**

Some products have a monthly fee associated with them. This fee, if applicable, is defined in the Rates and Charges Section of this Price List. This monthly fee begins upon Customer activation and ends when the Customer terminates service and all call traffic ceases for that particular product.

**3.5 Callis Business Standard**

This is primarily a switched service designed for business Customers. Calls have an eighteen (18) second minimum and are rounded up to the nearest 1/10<sup>th</sup> of a minute (6 seconds) thereafter. Rates are set forth in the Rates and Charges section of this Price List and do not apply to directory assistance or operator assisted calls. Customers may select, as an option, subscription to toll free service.

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**SECTION 3 – DESCRIPTION OF SERVICES (CONT'D.)****3.6 Callis Business Dedicated**

This is primarily a dedicated service designed for business Customers with sufficient volume to warrant dedicated facilities such as a T1/T3. This product is only available via dedicated facilities. Calls have a six (6) second minimum and are rounded up to the nearest 1/10<sup>th</sup> of a minute (6 seconds) thereafter. Rates are set forth in the Rates and Charges section of this Price List and do not apply to directory assistance or operator assisted calls. Customers requesting this service must commit to a minimum one-year term. Customers may select higher monthly minimum volume commitments to receive lower rates. These commitments are explained in paragraph 3.3 of this Price List. Customers may select, as an option, subscription to toll free service which contributes to volume commitments.

**3.7 Callis Residential Standard**

This is an outbound switched service designed for residential Customers. Calls have a sixty (60) second minimum and are rounded up to the next whole minute. Rates are set forth in the Rates and Charges section of this Price List and do not apply to directory assistance or operator assisted calls. Customers may subscribe to other services such as toll free.

**3.8 Safe Residential Premium**

This is an outbound-switched service designed for residential Customers. Calls have sixty (60) second minimum and additional minutes are rounded up to the nearest half minute thereafter. Rates are set forth in the Rates and Charges section of this Price List but do not apply to directory assistance or operator assisted calls. Customers may subscribe to other services such as toll free.

**3.9 Callis Business Toll Free**

Business Customers may subscribe to this incoming toll free service. It may be installed as a switched or dedicated product and may or may not be used as a stand-alone product. Rates are set forth in Section 4 of this Price List. Call increments are billed the same as the Customer's outbound product.

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**SECTION 3 – DESCRIPTION OF SERVICES (CONT'D.)**

**3.10 Callis Residential Toll Free**

Residential Customers may subscribe to this incoming toll free service. This is a switched product. Residential Customers who subscribe to this product must also subscribe to a Callis residential outbound product. Rates are set forth in Section 4 of this Price List. Call increments are full minutes.

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**SECTION 4 - RATES AND CHARGES**
**4.1 Miscellaneous Rates and Charges****4.1.1 Customer Account Codes (three or four digits)**

- A. Verified Personal Account Codes (VPAC), recurring charges are per group of 20 codes.

Set-up Fee	\$5.00
Monthly per account/location, no names	\$2.00
Monthly per account/location with names	\$3.00
First Change Fee each month	no charge
Change fee, per order, for second or additional changes	\$5.00

- B. Personal Account Codes (PAC), no verification  
Monthly per account/location \$1.00

**4.1.2 Payphone Surcharge**

Customers who subscribe to any of the Company's toll free inbound services will be billed \$0.54 per call for each call originating from a payphone or similar facility as described in the FCC Communications Act of 1996.

**4.1.2 Toll Free Fees**

The following fees are applicable to all inbound products:

Installation Charge	No Charge
Monthly Fee per toll free number, business	\$1.00
Monthly Fee per toll free number, residence	\$2.00

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**SECTION 4 - RATES AND CHARGES (CONT'D.)**

**4.1 Miscellaneous Rates and Charges (Cont'd)**

**4.1.3 Dedicated Access Charges**

Customers who request dedicated long distance service, such as a T1 (DS1) will be charged the rate imposed by the local facility provider or alternative facility provider and passed on to the Company. This fee is billed in advance and will be prorated on the Customer's first invoice. In addition to this cost, the Customer will be charged the following:

	<u>Term One Year</u>	<u>Term Two Year</u>	<u>Term Three Year</u>
Installation per T1	\$125.00	\$75.00	\$25.00
Monthly Recurring per T1	\$75.00	\$50.00	\$25.00

**4.1.5 Optional Toll Free Features**

If these Toll Free Features are available and requested by the Customer, the following charges apply:

	<u>Non- Recurring</u>	<u>Monthly Recurring</u>	<u>Per Change</u>
Area Code Blocking	\$125	\$10	\$95
Area Code Routing	\$125	\$10	\$95
Time of Day, Day of Year Routing	\$125	\$10	\$95
Percent Allocation Routing	\$125	\$10	\$95
Info Digit Screening (per 800 number)	\$150	\$10	\$95
Standard ANI/DNIS Delivery (requires dedicated termination)	\$150	\$15	N/A
Customized DNIS Delivery (requires dedicated termination)	\$295	\$35	\$195
10 Digit Routing	\$125	\$10	\$95
10 Digit Blocking	\$125	\$10	\$95

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**SECTION 4 - RATES AND CHARGES (CONT'D.)**

**4.1 Miscellaneous Rates and Charges (Cont'd)**

**4.1.6 Long Distance Directory Assistance Rates**

The following directory assistance rates apply on a per calls basis.

Business	\$1.25
Residential	\$1.25

**4.1.7 Primary Interexchange Company (PIC) Fee**

Customers who select Callis Communications as their Company of choice will not be billed a PIC Fee by the Company for switching their service to the Company. If the Customer's local service provider bills them a fee for this change, the Company will credit the Customer's account for the fee upon request by the Customer.

**4.1.8 Presubscribed Interexchange Company Charge (PICC)**

The Company will bill the Customer each month the PICC for each telephone number where the Company is selected as the Company of choice. One charge will be applied to each telephone number regardless if the Customer selected the Company as their primary IntraLATA provider, primary InterLATA provider or both. This fee is not applicable to residential Customers or businesses with only one local line. For businesses with more than one local line the monthly fee is \$2.95 per line.

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**SECTION 4 - RATES AND CHARGES (CONT'D.)**

**4.2 Callis Business Standard**

All rates apply 24 hours a day 7 days a week. Designed for business use only, the following rate applies to both outbound (one-plus) and toll intrastate free service:

Per Minute Rate:	\$0.07
Toll Free Monthly Charge	\$1.00

**4.3 Callis Business Premium**

All rates apply 24 hours a day 7 days a week. All usage applies to volume commitment except for Directory Assistance and Operator Assisted Calls. A one-year minimum commitment is required. Customers may option for a longer term commitment. Designed for business use only, the following rates apply to intrastate service:

<u>Monthly Volume Commitment</u>	<u>Outbound Intrastate Rate</u>	<u>Inbound Toll Free Rate</u>
\$300	\$0.055	\$0.058
\$600	\$0.047	\$0.049
\$1,000	\$0.043	\$0.047
Toll Free Monthly Charge		\$1.00

**4.4 Callis Residential Standard**

All rates apply 24 hours a day 7 days a week. Designed primarily for residential use, the following rates apply to intrastate service:

Per Minute Rate:	\$0.11
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**SECTION 4 - RATES AND CHARGES (CONT'D.)****4.5 Callis Residential Premium**

All rates apply 24 hours a day 7 days a week. A monthly fee applies to this product. Designed primarily for residential use, the following rates apply to intrastate service:

Per Minute Rate:	\$0.07
Monthly Fee:	\$5.00

**4.6 Callis Residential Toll Free**

All rates apply 24 hours a day 7 days a week. A monthly fee applies for each toll free number. Designed primarily for residential use, the following rates apply to intrastate service:

Per Minute Rate:	\$0.12
Monthly Fee:	\$2.00

**4.7 Callis Conference Calling**Permanent Conference Call Service

One-time establishment charge (includes self administration)	\$10.00
Monthly Fee, includes Toll Free Access Number	\$3.00
Per minute per participant	\$0.17

With the Permanent Conference Call Service, no other fees or surcharges apply. The Customer may cancel at any time.

One-Time Conference Call

Call Set-Up, per Conference Call	\$7.00
Per minute, per participant	\$0.28

No other fees or surcharges apply. This One-Time Conference Call Service can only be used for one call.

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**SECTION 5 - PROMOTIONAL OFFERINGS (CONT'D.)**

**5.1 PROMOTIONAL OFFERINGS**

Company may, at times offer special promotional offerings on various products and services. These promotions will usually be offered for specified periods of time and will appear in this section of the Price List. All promotions will be submitted in advance to the Florida PSC for their approval.

Installation and monthly recurring charges such as Customer account codes and dedicated installation charges may be waived from time to time particularly if the Customer signs a term commitment.

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