

Synergem Technologies, Inc.
523 South Stephens Street
Pilot Mountain, NC 27041

EMERGENCY SERVICES PRICE LIST

Regulations and Schedule of Emergency Service Rates
Within the State of Florida

This Price List includes the rates, charges, terms and conditions of service for the provision of local exchange services by Synergem Technologies, Inc., (Synergem) between locations within the State of Florida. This Price List is available for public inspection during normal business hours at the principal offices of Synergem Technologies, Inc., located at 523 South Stephens Street, Pilot Mountain, NC 27041.

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CHECK SHEET

The pages listed below of this price list are effective as of the date shown. Revised pages contain all changes from the original price list that are in effect as of the date indicated.

SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
	Title	Original *	2	14	Original *
Preface	1	Original *	2	15	Original *
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1	6	Original *	2	26	Original *
1	7	Original *	2	27	Original *
1	8	Original *	2	28	Original *
2	1	Original *	2	29	Original *
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2	7	Original *	2	35	Original *
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2	9	Original *	2	37	Original *
2	10	Original *			
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2	12	Original *			
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* - indicates those pages included with this price list

CHECK SHEET, (CONT'D.)

SECTION	PAGE	REVISION	
3	1	Original	*
4	1	Original	*
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* - indicates those pages included with this filing

EXPLANATION OF SYMBOLS

The following symbols are used for the purposes indicated below:

- (C) - To signify changed listing, rule, or condition that may affect rates or charges.
- (D) - To signify discontinued material, including listing, rate, rule, or condition.
- (I) - To signify an increase.
- (M) - To signify material relocated from or to another part of price list schedule with no change in text, rate, rule or condition.
- (N) - To signify new material including listing, rate, rule or condition.
- (R) - To signify a reduction.
- (S) - To signify reissued material.
- (T) - To signify change in wording of text but not change in rate, rule, or condition.

APPLICATION OF PRICE LIST

This price list sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate emergency communications services by Synergem Technologies, Inc., hereinafter referred to as the Company, to Customers within the state of Florida. Synergem's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This price list is on file with the Florida Public Service Commission. In addition, this price list is available for review at the main office of Synergem Technologies, Inc., at 523 South Stephens Street, Pilot Mountain, NC 27041.

SERVICE AREA MAP

Synergem Technologies, Inc. will provide emergency communications services in areas currently served by the ILEC throughout the State of Florida. Local calling areas are as defined in Section 3 of this price list.

PRICE LIST FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Each page is numbered sequentially. However, a new page is occasionally added to the price list. When a new page is added between those already in effect, a decimal is added. For example, a new page added between page 15 and page 16 would be page 15.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Florida Public Service Commission. For example, the 4th Revised Page 15 Cancels the 3rd Revised Page 15.
- C. Paragraph Numbering Sequence** - Each level of paragraph numbering herein is subservient to its next higher level as shown:

- 2
- 2.1
- 2.1.1
- 2.1.1.1
- 2.1.1.A.1

SECTION 1 - DEFINITIONS

9-1-1 - A three-digit telephone number used to report an emergency situation requiring a response by a public agency such as a fire department or police department.

9-1-1 Service Provider - The entity responsible for establishing and overseeing the functions necessary to accept 9-1-1 calls placed by callers, delivering the 9-1-1 calls to PSAPs using appropriate routing logic, and delivering emergency response information such as ANI and ALI.

Access Line - A circuit between the station protector on the Customer's telephone service or PBX to, and including, the serving central office main frame.

Advance Payment - Payment of all or part of a charge required before the start of service.

Authorized User - A person, corporation or other entity that is authorized by the Company Customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized

Automatic Location Identification (ALI) - The automatic display, on equipment at the PSAP, of the location of the caller's telephone number, the address for the telephone, including non-listed and non-published numbers and addresses, and other information about the caller's location.

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

Business or Commercial Customer - In general, Business Customers are those who have access lines that terminate at offices, mills, stores or a business location. Business rates apply if the service is used primarily or substantially for business purposes even if the access line does not terminate at a business location, or if the access line has a business directory listing.

Call - A completed connection established between a calling station and one or more called stations.

Centralized Automated Message Accounting (CAMA) - A type of in-band analog transmission protocol that transmits telephone number via multi-frequency encoding.

Commission - Florida Public Service Commission.

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

Company - Synergem Technologies, Inc., the issuer of this price list.

SECTION 1 - DEFINITIONS, (CONT'D.)

Customer - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this price list.

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

Customer Terminal Equipment - Terminal equipment provided by the Customer.

Data Base Management System (DBMS) – A system of manual procedures and computer programs used to create, store, and update the data required to provide Selective Routing and/or Automatic Location Identification for E9-1-1 systems.

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

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

E9-1-1 (Enhanced 9-1-1) - An emergency telephone service that includes ANI, ALI (including non-listed and non-published numbers and addresses), and (optionally) selective routing, to facilitate public safety response.

E9-1-1 Emergency Service - A telecommunications service that uses ANI, ALI (including non-listed and non-published numbers and addresses), Selective Routing, and the three-digit number "9-1-1," for reporting police, fire, medical, or other emergency situations to a PSAP for referral to a public safety agency. As used in this price list, E9-1-1 Emergency Service does not include discretionary equipment purchased, or contracted for that is not essential to the provision of E9-1-1 Emergency Service.

E9-1-1 Selective Router Trunk - A trunk from an E9-1-1 Selective Routing Tandem capable of transmitting the ANI associated with the caller's local exchange line. The E9-1-1 Selective Router Trunk may be between an E9-1-1 Selective Routing Tandem and a PSAP, or between E9-1-1 Selective Routing Tandems; the latter configuration is also known as an inter-Selective Router Trunk.

E9-1-1 Tandem or E9-1-1 Selective Routing Tandem - The switch that provides the routing and switching of 9-1-1 calls. The E9-1-1 Tandem controls delivery of the call with ANI to the PSAP and provides Selective Routing, speed calling, selective transfer, fixed transfer, and certain maintenance functions for each PSAP.

SECTION 1 - DEFINITIONS, (CONT'D.)

E9-1-1 Trunks - The trunks that connect from the End Office serving the individual telephone that originates a 9-1-1 call to the E9-1-1 Selective Routing Tandem.

Emergency Call Routing Function (ECRF) - A functional element in an ESInet that uses either civic address or geo-coordinates location information to route an emergency call toward the appropriate PSAP.

Emergency Service Number (ESN) - An ESN is a number, typically three to five digits in length, that maps to a primary 9-1-1 call handler (usually a PSAP), and a set of emergency service agencies (e.g., law enforcement, fire, emergency medical service) that serve a specific range of addresses within a particular geographical area, or Emergency Service Zone (ESZ).

Emergency Services Routing Proxy (ESRP) - enables accurate E9-1-1 call routing regardless of the network access used by the caller. It is a new-generation selective router that bridges the gap between conventional PSTN networks and VoIP networks.

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

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company network. Presubscribed Customers may also route interexchange calls to the Company network by dialing an access code supplied by the Company.

ESInet - An Emergency Services IP Network (ESInet) used for emergency services communications. An ESInet provides the IP transport infrastructure and functional processes necessary for providing Next Generation 9-1-1 network services.

Exchange Telephone Company or Telephone Company - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Geographic Information System (GIS) – A system for capturing, storing, displaying, analyzing, and managing data and associated attributes which are spatially referenced.

Governing Authority - The governing body of a state, county, city, city and county, town, of other governing body (e.g., the board of directors of a special district) that oversees the PSAP(s) within the Governing Authority's jurisdiction.

SECTION 1 - DEFINITIONS, (CONT'D.)

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

ILEC - Incumbent Local Exchange Company.

Individual Case Basis (ICB) - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Integrated Services Digital Network User Part (ISUP) - A message protocol to support call set up and release for interoffice voice call connections over SS7 Signaling.

Internet Protocol (IP) – The method by which data is sent from one computer to another on the Internet or other networks.

IXC or Interexchange Carrier - A long distance telecommunications services provider.

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

Joint User - A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

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

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

Local Calling - A completed call or telephonic communication between a calling Station and any other Station within the local service area of the Calling Station.

SECTION 1 - DEFINITIONS, (CONT'D.)

Location Database (LDB) - The database maintained by the Next Generation 911 Provider that provides the PSAP with the Registered Location of the calling party.

Location Information – The actual geo or civic location data independent of its containers, protocol, or reference mechanisms.

Location Information Server (LIS) – A functional element in an IP-capable originating network that provides locations of endpoints (i.e., calling device).

Location Validation Function (LVF) – A functional element in a Next Generation 9-1-1 Core Service where location information is validated against data in a GIS database.

Master Street Address Guide (MSAG) - A database of street names and house number ranges within their associated communities that defines ESZs and associated ESNs to enable proper routing of E9-1-1 calls.

Mobile Positioning Center (MPC) – The MPC is a functional entity that provides an interface between the wireless originating network and the Emergency Services Network.

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

MOU - Minutes of Use.

National Emergency Number Association (NENA) - An international not-for-profit organization whose purpose is to lead, assist, and provide for the development, availability, implementation and enhancement of a universal emergency telephone number or system common to all jurisdictions through research, planning, publications, training and education.

NECA - National Exchange Carriers Association.

Next Generation 9-1-1(NG9-1-1) - NG9-1-1 is a secure system comprised of hardware, software, data and operational policies and procedures with standardized interfaces to process all types of emergency calls, acquire and integrate additional data, and deliver the calls/messages and data to the appropriate emergency entities.

Non-Recurring Charge (NRC) - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

PIN - Personal Identification Number. See Authorization Code.

SECTION 1 - DEFINITIONS, (CONT'D.)

Point of Presence (POP) - The Point of Presence.

Premises - The space occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

Protocol Interworking Function (PIF) - That functional component of a Legacy Network Gateway or Legacy PSAP Gateway that interworks legacy PSTN signaling such as ISUP or CAMA with SIP signaling.

Pseudo Automatic Number Identification (pANI) - A number consisting of the same number of digits as ANI, and used to query routing and ALI databases.

Public Agency - Any state, county, city, city and county, town, municipal corporation, public district, or other public authority located in whole or in part within the Commonwealth of Massachusetts that provides or has the authority to provide fire fighting, law enforcement, ambulance, emergency medical, or other emergency services.

Public Emergency - The presence of actual or imminent conditions that are either an immediate danger to the health or safety of people, or a likelihood of sever irreparable damage to property.

Public Safety Answering Point (PSAP) - A facility equipped and staffed to receive 9-1-1 calls from the 9-1-1 Service Provider(s). PSAPs operate under the direction of the Governing Authority and are responsible to direct the disposition of 9-1-1 calls.

Public Switched Telephone Network (PSTN) - The network of equipment, lines, and controls assembled to establish communication paths between calling and called parties in North America.

Recurring Charges - The monthly charges to the Customer for services, facilities and equipment, that continue for the agreed upon duration of the service. ICB arrangements will be made where Customer-specific requirements involve special facilities, equipment, construction, design and engineering, and/or power or other utility requirements, unusual site conditions, deviations from the Technical Specifications, unique Services or components of Service not specified in this price list, and other unique or special circumstances, all as determined solely by the Company. Rates and charges for ICBs will reflect the costs incurred by the Company and may include, but are not limited to, monthly rates, nonrecurring charges, or combinations thereof.

Selective Routing - The routing of a 9-1-1 call from an E9-1-1 Selective Router Tandem to a designated PSAP based upon the seven-digit or ten-digit telephone number or pANI associated with the caller dialing 9-1-1.

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

SECTION 1 - DEFINITIONS, (CONT'D.)

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

Service Interruption - The inability to complete calls due to equipment malfunctions or human errors. Service Interruption shall not include service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Service Interruption include the failure of any service or facilities provided by a Common Carrier or other entity other than the Company.

Service Order - The written or verbal request for Company services by the Customer and the Company in the format devised by the Company. A Service Order initiates the respective obligations of the parties as set forth therein and pursuant to this price list.

Service Order Agreement (SOA) - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a SOA form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this price list.

Services - The Company telecommunications services offered on the Company network.

Session Initiation Protocol (SIP) - A defined protocol that defines a method for establishing multimedia sessions over the Internet.

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

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

Spatial Interface (SI) - A standardized interface between the GIS and the functional elements that use GIS data such as the ECRF and/or LVF.

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

SECTION 1 - DEFINITIONS, (CONT'D.)

Subscriber - The person, firm, partnership, corporation, or other entity that orders telecommunications service from the Company. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Synergem - Synergem Technologies, Inc., issuer of this price list.

TDD/Text Phone - A telecommunications device for use by hearing or speech impaired persons that employs graphic communication in the transmission of coded signals through a wire or radio communication system.

Telecommunications Device for the Deaf (TDD)/Text Phone Emergency Access - Provides 9-1-1 access to individuals that use TDD/Text Phones and computer modems.

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

Usage Charges - Charges for minutes or messages traversing over local exchange facilities.

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

Voice over Internet Protocol (VoIP) – Technology that permits delivery of voice calls and other real-time multimedia sessions over Internet Protocol networks.

VoIP Positioning Center (VPC) – The VPC is the element that provides routing information to support the routing of VoIP emergency calls and cooperates in delivering location information to the PSAP over existing ALI data base infrastructure. It also supports access to the routing data in the ERDB.

Wireless Service Provider - Cellular, satellite or other radio based telephony or data transport commercial entity.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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

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

The Company arranges for installation, operation, and maintenance of the communications services provided in this price list for Customers in accordance with the terms and conditions set forth under this price list. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service arrangement.

2.1.2 Shortage of Equipment or Facilities

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

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this price list, a month is considered to have 30 days. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (Cont'd.)

- B.** Except as otherwise stated in this price list, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this price list. Customers will also be required to execute any other documents as may be reasonably requested by the Company to provide service.
- C.** At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis, unless otherwise specified by the written Service Order, at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this price list prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D.** Service may be terminated by Company upon written notice to the Customer if:

 - 1.** the Customer is using the service in violation of this price list; or
 - 2.** the Customer is using the service in violation of the law; or
 - 3.** the Customer is in violation of written Service Order terms.
- E.** This price list shall be interpreted and governed by the laws of the State of Florida regardless of its choice of laws provision.
- F.** Any other telephone company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Terms and Conditions, (Cont'd.)**

- G.** To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

2.1.4 Limitations on Liability

- A.** Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B.** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C.** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

- D.** The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, due to:
- 1.** Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 - 2.** Any delay or failure of performance or equipment due to causes beyond the Company control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - 3.** Any unlawful or unauthorized use of Company facilities and services;
 - 4.** Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
 - 5.** Breach in the privacy or security of communications transmitted over Company facilities;

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

D. (Cont'd.)

- 6.** Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company liability is limited as set forth in Section 2.1.4.A.
- 7.** Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- 8.** Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Company facilities;
- 9.** Any non-completion of calls due to network busy conditions;
- 10.** Any calls not actually attempted to be completed during any period that service is unavailable;
- 11.** And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of Company services or facilities.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

- E.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F.** The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G.** Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.
- H.** Directory Errors - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly price list rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly price list rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability, (Cont'd.)****I. With respect to Emergency Number 911 Service**

1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, of (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
3. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.5 Notification of Service-Affecting Activities**

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

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- A.** The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this price list. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B.** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C.** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D.** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by Company agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities, (Cont'd.)

F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this price list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price list and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

- 1.** the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- 2.** the reception of signals by Customer-provided equipment.

2.1.7 Non-routine Installation

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

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.8 Special Construction**

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

- A.** where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B.** of a type other than that which the Company would normally utilize in the furnishing of its services;
- C.** over a route other than that which the Company would normally utilize in the furnishing of its services;
- D.** in a quantity greater than that which the Company would normally construct;
- E.** on an expedited basis;
- F.** on a temporary basis until permanent facilities are available;
- G.** involving abnormal costs; or
- H.** in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this price list remains in the Company, its partners, agents, contractors or suppliers.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use Company offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over its Network by Customers who cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this price list will apply.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer****2.3.1 General**

The Customer is responsible for making proper application for service; placing any necessary order, complying with price list regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A.** the payment of all applicable charges pursuant to this price list and written Service Orders;
- B.** damage to or loss of Company facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C.** providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D.** obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.1 General, (Cont'd.)**

- E.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company opinion, injury or damage to Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., asbestos) prior to any construction or installation work;
- F.** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G.** not creating, or allowing to be placed, any liens or other encumbrances on Company equipment or facilities; and
- H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.2 Liability of the Customer**

- A.** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of Company negligence or intentional misconduct.
- B.** To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other rate sheet of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C.** The Customer shall not assert any claim against any other Customer or user of Company services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this rate sheet including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this rate sheet is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels****2.4.1 General**

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

2.4.2 Station Equipment

- A.** Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

- B.** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to Company employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities

- A.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B.** Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the price lists of the other communications carriers that are applicable to such connections.
- C.** Facilities furnished under this price list may be connected to Customer-provided terminal equipment in accordance with the provisions of this price list. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D.** Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this price list only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (Effective as of February 2, 2017).

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.4 Inspections

- A.** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B.** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company net income) imposed on or based upon the provision, sale or use of Network Services.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

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

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.2 Billing and Collection of Charges**

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

- A.** Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
- B.** The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date unless otherwise agreed to in advance. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- C.** When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D.** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this price list or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges, (Cont'd.)

- E.** If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, thirty (30) days following the invoice date, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%.
- F.** The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.
- G.** If service is disconnected by the Company in accordance with Section 2.6 following and later restored, restoration of service will be subject to all applicable installation charges. Service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.
- H.** Invoices are available electronically and in paper form at the Customer's discretion. The Paper Invoice Fee of \$2.99 per month shall be waived for any Customer who elects Synergem's Electronic Billing Option and forgoes receipt of paper bills.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Disputed Bills

- A.** In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 30 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B.** Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Florida Public Service Commission. The address of the Commission is as follows:

Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850
Telephone – 850-413-6100
Inquiries and Complaints – 800-342-3552
TTY – 800-955-8771
FAX – 800-511-0809
- C.** If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- D.** If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, payment is due within 5 days of notice of resolution or late fees and penalties will apply.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.4 Advance Payments**

For commercial Customers, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.5.5 Deposits**A. Commercial Customers**

1. The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established satisfactory credit and has no history of late payments to the Company.
2. The amount of the deposit which may be required of a Customer for the purpose of establishing credit shall not exceed two times the average monthly bill for Customers whose bills are payable in advance. The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change.
3. The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.5 Deposits, (Cont'd.)****A. Commercial Customers, (Cont'd.)**

4. The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate prescribed by the Commission.
5. The Company shall keep a record of each cash deposit until the deposit is returned. The record will show the name of each Customer making a deposit; the premises occupied by the Customer when making the deposit and each successive premises occupied while the deposit is retained by the Company; the amount and date of making the deposit; and a record of each transaction, such as the payment of interest, interest credited, etc., concerning the deposit. Concurrently with receiving a deposit, the Company will provide the Customer a receipt showing the deposit date, the name and billing address of the Customer and the deposit amount.
6. Upon discontinuance of service, or when a Customer has established credit by other means, the Company will promptly refund any deposit, plus accrued simple interest, or the balance, if any, in excess of the unpaid bills for the services furnished by the Company. A transfer of service from one location to another within the Company serving area shall not be deemed a discontinuance with the Company if the character of the service remains unchanged.
7. Deposits will be refunded after twelve months of timely payment, with interest as specified above.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.6 Cancellation of Application for Service**

- A.** Applications for service cannot be canceled without Company agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B.** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- C.** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D.** Special charges described in 2.5.6.A. through 2.5.6.C. will be calculated and applied on a case-by-case basis.

2.5.7 Changes in Service Requested

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

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Discontinuance of Service

Service continues to be provided until canceled by the Customer, in writing, or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

Without incurring liability, Synergem may refuse or discontinue service for the following reasons provided that, unless otherwise stated, business Customers will be given five (5) days written notice by first class mail, with a final notice by Certified Mail five (5) days prior to discontinuance.

- 2.6.1** For noncompliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.6.2** For noncompliance with or violation of Commission regulation or Synergem's rules and regulations on file with the Commission.
- 2.6.3** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.
- 2.6.4** For failure of the Customer to make proper application for service or for use of telephone service for any other property or purpose than that described in the application.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Discontinuance of Service, (Cont'd.)

- 2.6.5** Without notice in the event of tampering with the equipment or services owned by Synergem or its agents.
- 2.6.6** Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect Company equipment or Company service to others.
- 2.6.7** For neglect or refusal to provide reasonable access to Synergem or its agents for the purpose of inspection and maintenance of equipment owned by Synergem or its agents.
- 2.6.8** For non-payment of any amount past due to the Company by the Customer.
- 2.6.9** Without notice for unauthorized or unlawful use of Authorization Codes. Authorization Codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company.
- 2.6.10** Without notice in the event of any other unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Synergem may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.6.11** For Customer's breach of contract for service between the Company and the Customer.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this price list by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.7.1 for the part of the service that the interruption affects.

2.7.1 General

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

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Allowances for Interruptions in Service, (Cont'd.)****2.7.2 Limitations of Allowances**

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

- A.** No credit allowances will be provided for monthly recurring surcharges, taxes or fees including, but not limited, to the following:
 - (i) E911 Service Surcharge
 - (ii) Florida Poison Control Center Tax
 - (iii) Florida TRS Surcharge
 - (iv) End User Common Line Surcharge
 - (v) Primary Interexchange Carrier Charge
 - (vi) Local Number Portability Surcharge
- B.** Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including but not limited to the Customer;
- C.** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- D.** Due to circumstances or causes beyond the reasonable control of the Company;
- E.** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- F.** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;
- G.** During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- H.** That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Allowances for Interruptions in Service, (Cont'd.)

2.7.2 Limitations of Allowances, (Cont'd.)

- I. That was not reported to the Company within thirty (30) days of the date that service was affected.

2.7.3 Use of Another Means of Communications

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

2.7.4 Application of Credits for Interruptions in Service

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

D. Interruptions of 24 Hours or Less

Length of Interruption	Amount of Service To Be Credited
Less than 2 hours	None
Over 2 Hours	Credit Formula

Credit Formula:

$$\text{Credit} = A/720 \times B$$

A = outage time in hours (must be 8 or more)

B = total monthly Recurring Charge for affected service.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Allowances for Interruptions in Service, (Cont'd.)****2.7.5 Cancellation For Service Interruption**

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

2.8 Use of Customer's Service by Others**2.8.1 Joint Use Arrangements**

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

2.9 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below unless otherwise stated in written Service Order. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

2.9.1 Termination Liability

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

- A.** all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B.** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C.** all Recurring Charges specified in the applicable Service Order price list for the balance of the then current term.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.10 Transfers and Assignments**

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

2.10.1 to any subsidiary, parent company or affiliate of the Company; or

2.10.2 pursuant to any sale or transfer of substantially all the assets of the Company; or

2.10.3 pursuant to any financing, merger or reorganization of the Company.

2.11 Customer Liability for Unauthorized Use of the Network

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

2.11.1 Customer Liability for Fraud and Unauthorized Use of the Network

A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.

B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.11 Customer Liability for Unauthorized Use of the Network (Cont'd)****2.11.1 Customer Liability for Fraud and Unauthorized Use of the Network (Cont'd)**

- D.** The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this rate sheet, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

2.12 Notices and Communications

- 2.12.1** The Customer shall designate on the Service Order the address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which Company bills for service shall be mailed.
- 2.12.2** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.12.3** Except as otherwise stated in this price list, all notices or other communications required to be given pursuant to this price list will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.12.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.13 Taxes and Fees**

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.13.1 Access to Telephone Relay Services

Where required by the Commission, the Company will participate in telephone relay services for handicapped and/or hearing impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local telecommunications subscribers as may be required by state law.

2.14 Miscellaneous Provisions**2.14.1 Telephone Number Changes**

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

2.14.2 Maintenance and Operations Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.15 Levels of Service Quality**

The Company will endeavor at all times to provide its Customers with high quality, reliable telecommunications services which meet the quality standards described in this Section. However, as a reseller of Incumbent Local Exchange Carrier ("ILEC") services, the Company's ability to meet these quality standards is ultimately subject to the availability of ILEC facilities and equipment and the timeliness of the ILEC's response to Company initiated requests for service installation and repair. Service quality standards are also subject to the additional limitations:

- 2.15.1** Quality standards for installation, maintenance and repair as described herein apply only to single-line residential and business services. Installation, maintenance and repair standards for non-basic service will vary by service type, customer location, quantities of lines and/or features, or other factors which may lengthen the time required to install, restore or repair a Customer's service.
- 2.15.2** Quality standards described in this section do not apply in emergency situations, which include but are not limited to service areas affected by acts of God, fires, floods, earthquakes, hurricanes, tornados, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; or compliance with any law, order, regulation or other action of any governing authority or agency which impairs or interferes with the Company's normal business operations.
- 2.15.3** Quality standards apply to services and equipment provided by the Company only. The Company may be unable to meet these standards due to the unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties under the direction of the Customer.
- 2.15.4** The Company's liability in the event that it is unable to meet the quality standards described herein shall be subject to the limitations of liability as provided in Section 2.1.4 and credits and allowances for interruptions of service as provided in Section 2.7 of this Price List.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.15 Levels of Service Quality, (Cont'd.)****2.15.5 Installations**

Where central office and outside plant facilities are readily available, the Company will establish as its objective the following working intervals for fulfillment of single-line residential and business Customer requests for primary service following receipt of application for same when all price list requirements relating thereto have been complied with, except those instances where a later installation date is required by the Customer or where special equipment or services are involved:

- 90% fulfillment within 5 working days
- 95% fulfillment within 30 calendar days
- 100% fulfillment within 60 calendar days

2.15.6 Maintenance and Repairs

The Company shall make reasonable attempts to restore service on the same day that an interruption is reported by the Customer where the trouble is the result of equipment or facilities provided by the Company. The Company will establish as its objective the following standards for repair or restoration of service for single-line residential and business Customers following receipt of a Customer trouble report and obtaining sufficient information from the Customer to identify and diagnose the problem.

- (A) Restoration of 95% of interrupted service lines within 24 hours of receipt of the trouble report.
- (B) Clearing of 95% of service effecting troubles within 72 hours of receipt of trouble report.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.15 Levels of Service Quality, (Cont'd.)

2.15.7 Grade of Service

Subject to the adequacy of facilities and equipment provided to the Company by Incumbent Local Exchange Carriers, the Company shall establish as its objective the following grade of service standards:

- (A) During the average busy season busy hour, at least 90% of all calls offered to any trunk group shall not encounter an all-trunk busy condition.
- (B) During the average busy season busy hour, at least 90% of intra-office, inter-office, extended area and intraLATA direct distance dialed calls carried by the Company will encounter a ring back tone, line busy signal, or non-working number intercept facility (operator or recording) after completion of dialing.

SECTION 3 - SERVICE AREAS

3.1 Emergency Service Areas

Emergency Services are provided, subject to availability of facilities and equipment, throughout the state of Florida.

SECTION 4 - SERVICE CHARGES AND SURCHARGES

4.1 Service Order and Change Charges

4.1.1 Non-recurring charges apply to processing Service Orders for new service, for changes to service, for additions to service, and for premises visits. Service Order Charges are in addition to all other applicable nonrecurring charges identified in this price list.

Primary Service Connection Charge: Applies to requests for initial connection or establishment of service with the Company.

Move Charge: Applies to moves, changes, or additions of connections of service.

Record Charge: Applies to administrative and other types of changes to customer records done at the request of the customer.

4.1.2 Rates

	<u>Business Amount</u>
Primary Service Connection Charge Per Order	\$79.99
Move Charge Per Order	\$79.99
Record Charge Per Order	\$79.99

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.2 Premises Visit Charge**

Premises Visit charges apply when the installation of network access facilities or trouble resolution require a visit to the Customer's premises.

Premises Visit Charge	<u>Business</u>
Initial Hour	\$200.00
Each additional 30 minutes	\$100.00

4.3 Restoral Charge

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

Per occasion, per line:	<u>Business</u>
	\$40.00

SECTION 5 - EMERGENCY SERVICES

5.1 General

The 9-1-1 Emergency Services Customer may be a municipality, other federal, state or local governmental unit, an authorized agent of one or more municipalities or other federal, state or local governmental units to whom authority has been delegated (e.g., PSAP). The Customer must be authorized to subscribe to the service by the Governing Authority and have public safety responsibility to respond to telephone calls from the public for emergency police, fire or other emergency services within the served territory.

9-1-1 Emergency Services are provided by the Company where facilities and operating conditions permit.

Application for 9-1-1 Emergency Services must be executed in writing by the Customer. If execution is by an agent, satisfactory evidence of the appointment must be provided in writing to the Company. At least one local law enforcement agency must be included among the participating agencies.

9-1-1 Emergency Services are provided solely for the benefit of the Customer as an aid in handling 9-1-1 calls in connection with fire, police and other emergencies. The provision of 9-1-1 Emergency Services by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any relationship with or any Company obligation direct or indirect, to any third person or entity other than the Customer.

The Company does not undertake to answer and/or forward 9-1-1 or other emergency calls, but furnishes the use of its facilities to enable the Customer's personnel to respond to such calls.

The rates charged for 9-1-1 Emergency Services do not contemplate the inspection or constant monitoring of facilities that are not within the Company's control, nor does the Company undertake such responsibility. The Customer shall make such operational tests that are required in the judgment of the Customer. The Customer shall promptly notify the Company in the event the system is not functioning properly.

5.2 9-1-1 Services

9-1-1 Emergency Services are telecommunications services that permit a Public Safety Answering Point (PSAP) to receive emergency calls placed by dialing the number 9-1-1 and/or emergency calls originated by personal communications devices. 9-1-1 Emergency Services are offered subject to the availability of facilities. The Customer is the Governing Authority that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this price list. 9-1-1 Emergency Services are only available under contract with a minimum term agreement of one (1) year.

SECTION 5 - EMERGENCY SERVICES, (CONT'D.)**5.3 SynergemNET™ Basic Service**

SynergemNET™ Emergency Services IP Network (ESInet) is the IP network infrastructure that is used to provide the Services to Customer hereunder. SynergemNET™ ESInet will enable the transport and routing of emergency 9-1-1 “calls” (initially in an audio (voice) format, and, with the flexibility to integrate multimedia under terms to be negotiated by the Parties), (a) from the various Telephone Service Providers’(TSPs) Points Of Interconnection (POIs) with Synergem to (i) Customer’s designated demarcation points, or (ii) such other location(s) on terms as may be mutually agreed to by the Parties in the context of implementing the Policy Routing Function (PRF), and (b) from Customer’s premises, via a “conferencing” functionality, to other designated locations.

Point of Interconnection: To the extent Synergem determines that a primary or default POI with a TSP should be located at the Customer’s premises to facilitate the most cost effective and efficient interconnection architecture, then Customer will cooperate with Synergem and the TSP(s) to facilitate such interconnection in a reasonable manner.

5.3.1 SynergemNET™ ESInet Service

Synergem will provide the necessary network equipment and software to enable the transport and geospatial routing of inbound 9-1-1 emergency calls delivered to Synergem, along with the necessary caller location information as specified by the applicable NENA or other industry standards, from (a) interconnected wireline, wireless, VoIP and other carriers (collectively Telecommunications Services Providers or TSPs) at designated points of interconnection (POIs), to (b) Customer’s specified recipient location(s) (SynergemNET™ Services).

If Customer desires to specify and implement additional or changed points of demarcation, or an alternative routing of calls during the Term, then Customer shall notify Synergem of the need for such service modification in a commercially reasonable time prior thereto, and shall pay the applicable rate for such alternative networking configuration, routing or the like, as specified in this price list.

SECTION 5 - EMERGENCY SERVICES, (CONT'D.)**5.3 SynergemNET™ Basic Service, (Cont'd.)****5.3.1.1 SynergemNET™ Statement of Work (SOW):**

As part of the project planning process, the Parties will execute a Statement of Work (SOW) document setting forth any additional operational, logistical or similar details necessary for implementation of the Services.

An experienced project manager (PM) will be assigned by Synergem to supervise the provisioning of the ESInet. The PM will draft a project plan detailing the installation timeframe and critical dates. Upon execution of this Agreement, an initial project coordination meeting will be scheduled to discuss and as necessary adjust the proposed project plan.

During the initial project plan coordination meeting, all project participants will be introduced and an engineering review/technical site survey will be conducted. With the Customer's active assistance, Synergem will perform a detailed engineering review to determine and define the specific operational configuration and features of the systems to be provided. Special focus and attention will be given by the Parties to identifying and addressing all the critical junctures in the transition process and the associated requirements needed to assure a smooth and phased cutover to the new Services. Based on the engineering review, Synergem will provide a Functional Specifications Document (FSD) for Customer approval. Once finalized, the FSD will become a part of the SOW.

- A. After approval of the FSD, a final project schedule will be created. The project schedule will identify responsibilities and milestones that are anticipated for implementation of the Services. The PM will be responsible for tracking the project's progress and assuring adherence (and where necessary appropriate revisions) to the defined project milestones.
- B. All work will comply with applicable national, state, and local codes and regulations. The Customer will obtain all permits reasonably required by Synergem to complete this project.
- C. The project will involve the following steps:
 - 1. Design Confirmation: The Customer will examine and approve Synergem's preliminary design. Synergem will then confirm individual PSAP requirements, revise the design as appropriate, submit it for Customer approval, revise it again, if needed, and publish the final design. A formal project management plan will also be published.
 - 2. Site Preparation: Synergem will identify site preparation requirements to include rack space and power provisions for network interface equipment, such as routers and Legacy Network Gateways (if needed). The PSAP(s) will then prepare its site(s) to accommodate the required network equipment.

SECTION 5 - EMERGENCY SERVICES, (CONT'D.)**5.3 SynergemNET™ Basic Service, (Cont'd.)****5.3.1.1 SynergemNET™ Statement of Work (SOW) (Cont'd):**

3. GIS Enhancement and Database Preparation: Synergem will provide Customer with access to a data maintenance utility system.
 4. Network Provisioning: In consultation with the Customer, Synergem will outline network provisioning requirements, provide detailed implementation plans, perform needed work and complete network tests.
 5. System Testing: The following testing protocol, documented in a formal test plan, will be employed:
 - a. Prior to integration into the new system structure, each component will be tested to ensure compliance with industry standards and capability with the operating environment. Each of these tests will be documented.
 - b. Prior to integration, each subsystem will be tested to ensure compliance with industry standards and capability in an operating environment. Each of these tests will be documented.
 - c. When the system is fully assembled, it will be tested off-line, using historical call-for-service data provided by Customer. Once this testing satisfies the provisions defined in the FSD, a live 9-1-1 test using simulated calls-for-service will be conducted from representative calling areas.
 - d. Finally, a controlled live test will be conducted. Test calls originating from each TSP will be routed through the ESInet to confirm all earlier tests. TSP tests will be conducted sequentially and each individual TSP test must be successfully completed before the next TSP test will be initiated. The ability to successfully process 9-1-1 calls from each TSP shall constitute the principal measurement of project success. This entire TSP cutover process is expected to take between six and twelve months to complete, and will be dependent upon the level of cooperation received from the TSPs.
- D. The Customer will approve a training guide that includes a proficiency test. Once training is completed, the Customer will then certify that its operators are prepared for cutover.

SECTION 5 - EMERGENCY SERVICES, (CONT'D.)**5.3 SynergemNET™ Basic Service, (Cont'd.)****5.3.1.1 SynergemNET™ Statement of Work (SOW) (Cont'd):**

- E. Live Operations Certification: When all live testing is complete, Synergem will request that the Customer certify that the ESInet is prepared to accept live 9-1-1 calls-for-service. Once certification is provided, the project objectives will be deemed to have been met in full, and the PSAP(s) will be scheduled for full live cutover to SynergemNET™ for all 9-1-1 traffic.
- F. Phased Cutover: During this phased cutover, the ESInet and the legacy 9-1-1 network will continue to operate in parallel. Once all TSPs have been successfully tested and cut over, the legacy 9-1-1 network will then be retired.
- G. Synergem agrees to accept the assignments outlined above and to work diligently toward completion of initial provisioning within the timeline specified. The Parties acknowledge that the timeline does have the potential to be altered by actions beyond the direct control of Synergem, the Customer or the various providers involved in rendering the Service. Recognizing that there are a number of variables beyond the Parties' direct control, the timeline developed in this proposal is viewed as a realistic estimate, based upon the number and complexity of tasks and the diversity of participants involved in the project.
- H. This proposal is made with the understanding that Customer has all of the necessary legal and regulatory authority and jurisdiction to ensure the necessary cooperation by third parties in privity with Customer and not under the control of Synergem.

5.3.1.2 SynergemNET™ Term:

The initial term of this Attachment shall be for sixty (60) months, beginning on the date that the Services have been made operational, such that all of Customer's live 9-1-1 emergency call traffic is being handled by the Synergem's ESInet, as confirmed in a writing jointly signed by the Parties (the "Initial Term").

At the expiration of the Initial Term, this Attachment shall automatically renew for successive one-year terms (each a "Renewal Term") unless Customer provides written notice to Synergem of Customer's intent not to renew, with such notice to be provided not less than ninety (90) days prior to the end of the Initial Term or the then current Renewal Term.

Unless Synergem provides Customer with a price quote for Services to be provided during an ensuing Renewal Term, the rates in effect at the end of the current Term will remain in effect and be applicable during such following Renewal Term.

SECTION 5 - EMERGENCY SERVICES, (CONT'D.)**5.3 SynergemNET™ Basic Service, (Cont'd.)****5.3.1.3 SynergemNET™ Trouble Reporting System:**

Synergem's trouble reporting system (NOC) enables Customer to open, update, or close a trouble ticket using email, Synergem's website or toll free number to speak with a NOC technician. The trouble ticketing system will be continuously available and NOC technicians will monitor and respond to trouble tickets 24x7x365. NOC technicians will diagnose troubles and engage the proper resources to resolve the issue(s). Customer will be provided with a secure login, via web browser, to a network monitoring tool that will provide a status map showing the major elements of the SynergemNET™ ESInet. Status on open tickets will also be available to Customer via telephone, email, or text message(s). Reports on trouble tickets can be generated and provided on a routine basis.

5.3.1.4 SynergemNET™ Service Level Agreements (SLAs):

- A. SynergemNET™ ESInet Availability—Synergem will use all commercially reasonable efforts to ensure that the SynergemNET™ Services remain fully functional and continuously available for use by and for Customer during the Initial and any Renewal Term(s), pursuant to the terms and conditions of an SLA to be negotiated by the Parties during the SOW and FSD processes set forth in section 4 of this Attachment. During the term Synergem will continuously monitor the status and uptime of the SynergemNET™ ESInet and provide availability of on-line reporting to permit ongoing monitoring of this SLA by Customer. Synergem's SLA is specific to the SynergemNET™ ESInet and does not apply to any of the originating TSPs' networks or the facilities connecting the SynergemNET™ ESInet to the point(s) of Demarcation as mutually agreed upon between Synergem and Customer.
- B. Interconnecting Network Availability—The network facilities interconnecting the SynergemNET™ ESInet with the Demarc may be provided by the Customer, a TSP or another third party. Synergem will consult with Customer and, wherever reasonably possible and technically feasible, use the networking facilities and services preferred by Customer for the interconnecting segment between the SynergemNET™ ESInet and the Demarc. The SLA defined in this Agreement does not apply to the interconnecting network segment. Instead, the applicable SLA for such interconnecting segment will be that of the entity providing such facilities or services.

SECTION 5 - EMERGENCY SERVICES, (CONT'D.)**5.3 SynergemNET™ Basic Service, (Cont'd.)****5.3.1.5 Environment; Unauthorized Repair/Maintenance Personnel:**

Improper wiring or failure to maintain proper environmental conditions for the Equipment, or effectuation of repair or maintenance on the Equipment or the Services at Customer's direction by anyone other than authorized and qualified by Synergem; may result in either additional service charges or termination of this Service, at Synergem's option, upon thirty (30) days prior written notice from Synergem to Customer.

5.3.1.6 Service Payments:

- A. Customer shall pay to Synergem the following charges for the provision of SynergemNET™ services, during the Initial Term:

A one-time non-recurring installation charge will be payable, the charge will be ICB based on selected parameters. A monthly recurring charge (MRC) will be payable each month, the charge will be ICB based on selected parameters.

- B. Payment of MRCs by Customer to Synergem shall begin on the date at which time all or substantially all of the inbound 9-1-1 calls directed to Customer are being transported and processed by Synergem's ESInet. The above pricing includes the full operation, provisioning, maintenance, software upgrades and repairs, if any, of and to Synergem's ESInet to enable provisioning of the Services. This pricing is based upon and assumes no material changes to Customer's historical call volumes, TSP charges or governmental taxes or fees. For this paragraph, material means a change in traffic or charges/taxes/fees that exceeds ten percent (10%) in amount above the prior year's numbers for those same elements.

- C. Subsequent Year Pricing – After the initial year of Services, Synergem shall be permitted to implement reasonable price adjustments on an annual basis at the anniversary date of this Attachment, to reflect actual changes in call volumes or other material factors causing an increase in the cost of providing the Services. Synergem will provide Customer with no less than one-hundred and twenty (120) days' prior notice of any such changes and such annual changes shall not exceed 10% in any single year. The Parties will use historical call volumes to project the succeeding years' call volumes and resulting rates. In the event that future growth in Customer's traffic necessitates the addition of supplemental dedicated network facilities to make the connection between Synergem's network and the Customer's Demarc, then Synergem shall charge and Customer shall pay Synergem's customary and generally applicable rates for such additional facilities.

SECTION 5 - EMERGENCY SERVICES, (CONT'D.)**5.3 SynergemNET™ Basic Service, (Cont'd.)****5.3.1.6 Service Payments: (Cont'd)**

- D. Unless otherwise agreed to, payments for Services exclude travel and per diem costs associated with any on-site service support. All travel and per diem costs associated with on-site service support will be invoiced to the Customer and the Customer shall pay such invoices according to the payment terms defined in this Attachment and the Agreement.
- E. Payment for service provided on items specified as Time and Materials will be invoiced at the labor rates in effect at the time service is provided and submitted to Customer for payment.
- F. The Customer reasonably believes that sufficient funds are available or can be obtained to make all payments required during the Initial Term of this Attachment and the Customer will regularly budget for and otherwise use its best efforts to obtain funds for the continuation of the payments by Customer to Synergem for each fiscal year associated with any Renewal Term(s).

5.3.1.7 Removal or Relocation of Covered Equipment:

The service support to be provided under this Attachment is conditioned upon the Services continuing to be utilized by Customer at the location(s) designated by the Customer. At Synergem's option, any unauthorized removal or relocation of Synergem's Equipment may result in either the assessment of applicable service charges or the immediate termination of this Agreement in accordance with Section 2.9.

5.3.1.8 Premises to be Free of Asbestos:

The Customer specifically guarantees, warrants, and represents to Synergem that the premises where the System is or will be located are free of asbestos (whether encapsulated or exposed). In the event of any breach thereof, Synergem shall have the following options in addition to any other legal or equitable remedies:

If Asbestos is discovered in premises where the system is located, Synergem may terminate this Agreement in whole or in part in accordance with Section 2.9; Synergem may decline to service Equipment in areas known to contain or reasonably suspected of containing asbestos; and Synergem may make an adjustment to the applicable Service charges to reflect any increased costs of performing Level 1 Support under this Agreement because of known or suspected asbestos on the Customer's designated premises. Such adjustment is subject to the approval of Customer for payment, such approval not to be unreasonably withheld.

SECTION 5 - EMERGENCY SERVICES, (CONT'D.)**5.3 SynergemNET™ Basic Service, (Cont'd.)****5.3.1.9 Warranty of Workmanship:**

Synergem warrants that all labor provided under this Attachment will be performed in a workmanlike manner and in accordance with customary industry standards. Synergem reserves the right, within its sole discretion, to use qualified agents or subcontractors to perform service support under this Attachment. This warranty is given in lieu of all other warranties and the performance of service support under this Attachment shall not give rise to any other warranties of any kind, whether expressed or implied.

5.3.1.10 Fraudulent or Unauthorized Use of Services:

Synergem will provide the Customer with mechanisms and advice designed to minimize potential fraudulent or unauthorized use of the Services; however, it is the responsibility of the Customer and not the obligation or responsibility of Synergem, to employ all available means to minimize the risk of fraudulent or unauthorized use of the Services. Customer also acknowledges that there are ways to reduce and minimize the risk of unauthorized or fraudulent use of the Services which are available to the Customer exclusive of Synergem's actions or assistance.

SECTION 5 - EMERGENCY SERVICES, (CONT'D.)

5.4 Synergem Locations Services

Synergem uses an emergency services location database (LDB) as the ALI and data base management tool which integrates with both existing and NG9-1-1 infrastructure and supports current and future versions of location validation, emergency call routing and location-based call routing.

A Spatial Interface and a LVF/ECRF will be used to help accomplish this. Each GIS user will be given access to a Spatial Interface Management Tool so that they may establish regular uploads of their polygon, road center line, and address point data. Each entity will have a web user interface to see the status of their data and any potential quality assurance issues. Data from the Spatial Interface will automatically flow and is validated and routed.

5.4.1 Service Features

Synergem Location Services includes the following features.

- Microsoft™ Server-based for ease of use, lower cost and easy maintenance
- Encompasses all of the specifications for 9-1-1 ALI and LIS
- Supports IP communications with controllers and PSAPs
- Supports the HTTP Enabled Location Determination (HELD) protocol used to obtain Location Information
- Meets NENA ALI Query Service (AQS) Standard
- Meets J-STD-036 and E2+ cellular standards
- Interfaces with 9-1-1 DBMS software for ALI / LDB updates
- Supports replication with remote LIS implementations
- Scalability from less than one thousand to more than 50 million records
- Provides ALI response to multiple PSAP controllers
- ALI steering to other ALI providers and to MPCs and VPCs via pANIs
- Supports onboard and offboard selective routing updates with all major selective routing platforms.
- Provides five call history-input and store details about a particular phone number
- Simple or advanced password protection and user login auditing
- Automatic synchronization of records on two Servers for full redundancy and reliability
- Maintains logs of call activity and imports and selective router updates
- Automatic status notification via pager, email, TL1 and SNMP
- Supported by a comprehensive, 24/7/365 software support

SECTION 5 - EMERGENCY SERVICES, (CONT'D.)
5.5 Rates**5.5.1 SynergemNET™ Rates**

Tier	Population Ranges	Monthly Subscription Fees (Recurring) per Unit	Non Recurring Charge
Tier 1:	0 - 149,999	\$0.0725	\$105,039
Tier 2:	150,000 - 499,999	\$0.0711	\$125,002
Tier 3:	500,000 - 999,999	\$0.0691	\$152,494
Tier 4:	1,000,000 - 1,499,999	\$0.0670	\$197,104
Tier 5:	1,500,000 - 2,999,999	\$0.0648	\$287,228
Tier 6:	3,000,000 - 4,999,999	\$0.0626	\$415,654
Tier 7:	5,000,000 - 9,999,999	\$0.0602	\$718,849
Tier 8:	10,000,000 and above	\$0.0580	\$1,358,534

 Issued: February 24, 2017

Effective Date: February 25, 2017

 Issued By: Sandra W. Hallman, CFO
 523 South Stephens Street
 Pilot Mountain, NC 27041

SECTION 6 - CONTRACT SERVICES**6.1 Special Contract Arrangements**

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this price list. The terms of each contract shall be mutually agreed upon by the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, mixture of services, or other distinguishing features. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the price list. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

6.2 Special Service Arrangements

- 6.2.1** If a Customer's requirements cannot be met by services included in this price list, or pricing for a service is shown in this price list as "ICB", the Company will provide, where practical, special service arrangements at charges to be determined on an Individual Case Basis. These special service arrangements will be provided if the provision of such arrangements is not detrimental to any other services furnished under the Company's price lists.
- 6.2.2** Special service arrangement rates are subject to revision depending on changing costs or operating conditions.
- 6.2.3** If and when a special service arrangement becomes a generically priced offering, the price list rate or rates will apply from the date of price list approval.

SECTION 7 - SPECIAL ARRANGEMENTS

7.1 Non-Routine Installation and/or Maintenance

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

SECTION 8 - PROMOTIONS

8.1 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

8.2 Special Promotions

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