

ORIGINAL

030606-TX

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

DIVISION OF COMPETITIVE MARKETS AND ENFORCEMENT
CERTIFICATION

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

Instructions

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


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

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

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

FORM PSC/CMU 8 (11/95)
 Required by Commission Rule Nos. 25-24.805,
 25-24.810, and 25-24.815

Check received with filing and forwarded
 to Fiscal for deposit. Fiscal to forward
 deposit information to Records.

Initials of person who forwarded check


DOCUMENT NUMBER - DATE

06203 JUL 15 8

FPSC-COMMISSION CLERK

APPLICATION

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

- Original certificate (new company).
- Approval of transfer of existing certificate: Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.
- Approval of assignment of existing certificate: Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.
- Approval of transfer of control: Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

Jax Telecom, Inc.

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

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

P.O. Box 11042
Tallahassee, FL 32302

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

6. Structure of organization:

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

7. If individual, provide:

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

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

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

_____ PO3000053185 _____

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

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

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

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

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

(a) The Florida Secretary of State registration number:

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

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

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

(a) The Florida registration number: _____

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

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

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

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

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

(a) The application:

Name: Julia Larsen
Title: President
Address: P.O. Box 11042
City/State/Zip: Tallahassee, FL 32302
Telephone No.: 850-878-9688 Fax No.: 850-671-1389
Internet E-Mail Address: _____
Internet Website Address: _____

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

Name: Julia Larsen
Title: President
Address: P.O. Box 11042
City/State/Zip: Tallahassee, FL 32302
Telephone No.: 850-878-9688 Fax No.: 850-671-1389

Internet E-Mail Address: _____
Internet Website Address: _____

(c) Complaints/Inquiries from customers:

Name: Julia Larsen
Title: President
Address: P.O. Box 11042
City/State/Zip: Tallahassee, FL 32302
Telephone No.: 850-878-9688 Fax No.: 850-671-1389

Internet E-Mail Address: _____
Internet Website Address: _____

17. List the states in which the applicant:

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

Florida

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

None

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

Florida

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

None

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

None

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

None

18. Submit the following:

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

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

C. Financial capability.

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

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

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

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

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

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

THIS PAGE MUST BE COMPLETED AND SIGNED

APPLICANT ACKNOWLEDGMENT STATEMENT

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL:

Julia Larsen

Print Name

Julia Larsen

Signature

President

Title

7/9/03

Date

850-878-9688

Telephone No.

850-878-9688

Fax No.

Address:

P.O. Box 11042

Tallahassee, FL 32302

THIS PAGE MUST BE COMPLETED AND SIGNED

AFFIDAVIT

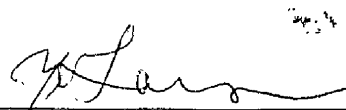
By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange company service in the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

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

UTILITY OFFICIAL:

Julia Larsen

Print Name



Signature

President

Title

7/9/03

Date

850-878-9688

Telephone No.

850-671-1389

Fax No.

Address: P.O. Box 11042

Tallahassee, FL 32302

INTRASTATE NETWORK (if available)

Chapter 25-24.825 (5), Florida Administrative Code, requires the company to make available to staff the alternative local exchange service areas only upon request.

1. **POP:** Addresses where located, and indicate if owned or leased.

1) _____	2) _____
_____	_____
3) _____	4) _____
_____	_____

2. **SWITCHES:** Address where located, by type of switch, and indicate if owned or leased.

1) _____	2) _____
_____	_____
3) _____	4) _____
_____	_____

3. **TRANSMISSION FACILITIES:** POP-to-POP facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased.

<u>POP-to-POP</u>	<u>OWNERSHIP</u>
1) _____	_____
2) _____	_____
3) _____	_____
4) _____	_____

Employee/Officers – Resumes

Managerial, Technical, and Financial Capabilities:

Julia (Young) Larsen is a certified public accountant (CPA) with the State of Florida, CISA (Certified Information Systems Auditor), and also co-owner of two successful ISP and telecommunication companies for over 7 years. Ms. Larsen is co-owner of the Tallahassee Telephone Exchange (TTE), Inc. and Internet Services of Tallahassee (IST), Inc. As a co-owner of the ISP and CLEC Company in Florida, Ms. Larsen's expertise includes the CLEC market, technical knowledge and operation of the CLEC or the telecommunication companies in Florida.

Ms. Larsen is currently operating two successful businesses in Florida and financial viability is supported by the current business in operation. Ms. Larsen is solely responsible for the establishment and maintenance of the IST Inc. and TTE Inc. for their financial viability. Ms. Larsen is solely responsible for financial, internal operation, and control related issues of two companies.

Matt Robinson as an employee retains expertises in telecommunication operation since Mr. Robinson has been employed with TTE and IST for over 2 years. Mr. Robinson has great managerial skills in maintaining the IST and TTE business in squeaky operational condition. Mr. Robinson is responsible for all tax and financial reporting of two businesses the applicant owns.

Both Ms. Larsen and Matt Robinson have taken training courses offered by Bell South and Sprint, and have attended numerous technology conferences, taken classes, and stay current with the industry and its technologies.

**Combined
Balance Sheet**
(3 Year Period: 2000 - 2002)

	<u>2002</u>	<u>2001</u>	<u>2000</u>
Assets:			
Cash	84595	16983	15529
Inventories	408	1319	6931
Other Investments		1158	1158
Buildings and other Depreciable Assets	87949	140671	62242
Intangible assets			244
Total Assets	172952	160131	86104
Liabilities and Shareholders' Equity:			
Loans from Shareholders	117759	130048	149647
Mortgages, notes, bonds payable in 1 year or more	66159	88145	
Capital Stock	110	110	100
Retained Earnings	-11076	-58172	-63643
Total Liabilities and Shareholders' Equity	172952	160131	86104

Note: - This Combined Balance Sheet is unaudited

- The Combined Balance Sheet represents all companies owned and operated by the Applicant.
- The Combined Balance Sheet is true and correct, prepared and signed by: *g. Jensen*

7/9/03

**Combined
Income Statement**
(3 Year Period: 2000 - 2002)

	<u>2002</u>	<u>2001</u>	<u>2000</u>
Gross Receipt	616644	707299	337109
Expenses:			
Cost of good sold	1319	16437	6155
Returns/Refunds	11629	4166	4453
Repair and Maintenance		926	2650
Salaries	71029	58963	42590
Rents	11354	52080	15387
Interest	45464	20596	9852
Depreciation	50916	40130	18794
Taxes and Fees	28638	25767	16306
Advertising	19704	28168	14506
Other	323780	454585	205591
Total Expensdes	<u>563833</u>	<u>701818</u>	<u>336284</u>
Net Receipt over Expense	<u>52811</u>	<u>5481</u>	<u>825</u>
	52811	5481	825

Note - This Combined Income statement is unaudited

- The Combined Income statement represents all companies owned and operated by the Applicant
- The Combined Income statement is true and correct, prepared and signed by *[Signature]*
7/17/05

TITLE SHEET

FLORIDA TELECOMMUNICATIONS PRICE LIST

This price list contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for alternative local exchange telecommunications services provided by Jax Telecom, Inc., with principal offices at 1367 Mahan Drive, Tallahassee, FL 32308. This price list applies for services furnished within the state of Florida. This price list is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

ISSUED DATE: 5/2/2002

EFFECTIVE DATE: 7/9/03

By:

Julia Larsen, President
P.O. Box 11042
Tallahassee, FL 32302

CHECK SHEET

The sheets listed below, which are inclusive of this price list, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original price list and are currently in effect as of the date of the bottom of this page.

SHEET	REVISION
1	Original
2	2 nd Revised
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	2 nd Revised
16	2 nd Revised

ISSUED DATE: 5/2/2002

EFFECTIVE DATE: 7/9/03

By:

Julia Larsen, President
P.O. Box 11042
Tallahassee, FL 32302

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ISSUED DATE: 5/2/2002

EFFECTIVE DATE: 7/9/03

By:

Julia Larsen, President
P.O. Box 11042
Tallahassee, FL 32302

SYMBOLS SHEET

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

- D - Delete or discontinue
- I - Change resulting in an increase to a customer's bill
- M - Moved from another price list location
- N - New
- R - Change resulting in a reduction to a customer's bill
- T - Change in text or regulation, but no change in rate or charge

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

Sheet Numbering and Revision Levels - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between existing sheets 14 and 15 would be 14.1. Revision levels also appear in the upper right corner of each page. These levels are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14.

ISSUED DATE: 5/2/2002

EFFECTIVE DATE: 7/9/03

By:

Julia Larsen, President
P.O. Box 11042
Tallahassee, FL 32302

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Billed Party – The person or entity responsible for payment of the Company’s service. The Billed Party is the Customer in whose name service is registered with the Company.

Called Station – The terminating point of a call.

Calling Station – The originating point of a call.

Commission – The Florida Public Service Commission.

Company – Jax Telecom, Inc.

Customer – The people who order or use service and is responsible for payment of charges and compliance with price list regulations.

Telecommunications – The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, or any other form of intelligence.

User – A Customer, or any person or entity which makes use of services provided to a Customer under this price list.

ISSUED DATE: 5/2/2002

EFFECTIVE DATE: 7/9/03

By:

Julia Larsen, President
P.O. Box 11042
Tallahassee, FL 32302

SECTION 2 – RULES AND REGULATIONS**2.1 APPLICATION OF PRICE LIST**

- 2.1.A This price list contains the rates applicable to local exchange resale telecommunications services offered by Jax Telecom, Inc. within the State of Florida. Service is furnished subject to transmission, atmospheric and like conditions.
- 2.1.B The telecommunications services of the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services. However, services under this price list are conditioned upon the continued availability of the various services provided to the Company by its underlying carriers.
- 2.1.C The rates and regulations contained in this price list apply only to services provided through The Company, and do not apply, unless otherwise specified, to the lines, facilities, or services provided by any other local exchange telephone company or other common carrier for use in accessing the services of the Company.

2.2 UNDERTAKING OF JAX TELECOM, INC.

- 2.2.A. The Company undertakes to provide telecommunications services to Customers for their lawful and direct transmission and reception of voice, data, and other types of communications in accordance with the terms and conditions set forth in this price list.
- 2.2.B All service is subject to the availability of necessary and suitable facilities and to the provisions of this price list. The company or its designee 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 a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement, and shall pay for such service arrangement in advance.
- 2.2.C The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

ISSUED DATE: 5/2/2002

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By:

Julia Larsen, President
P.O. Box 11042
Tallahassee, FL 32302

- 2.2.D The Company shall not be responsible for any construction, installation, operation or maintenance of any Customer provided communications equipment. Where such equipment is connected to service furnished pursuant to this price list, the responsibility of the Company shall be limited to furnishing of services under this price list and to the maintenance and operation of such services in the proper manner.
- 2.2.E The Company assumes no liability with respect to the construction, operation, or maintenance of Customer-provided station equipment at the Customer's premises, excepting such liability directly due to negligence of Company's employees or agents.
- 2.2.F The Company may, upon notification of the Customer; at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements of this price list are being complied with in the installation, operation, and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities. The Company may temporarily suspend services, without liability to Company, while making such tests and inspections, and thereafter until any violations of such requirements are corrected.
- 2.2.G The company may take such action as necessary to protect its operations, personnel, and services, and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within ten (10) days after such notice is received that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its operations, personnel, and services from harm.

2.3 LIMITATIONS

- 2.3.A. The Company does not undertake to transmit messages and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.B Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this price list shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.3.C Company reserves the right to disconnect service without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this price list or the laws, rules, regulations, or policies of the jurisdiction of the Calling Station or the Called Station, or the laws of the united States including the rules, regulations, and policies of the Federal Communications Commission.

2.4 USE

ISSUED DATE: 5/2/2002

EFFECTIVE DATE: 7/9/03

By:

Julia Larsen, President
P.O. Box 11042
Tallahassee, FL 32302

- 2.4.A The Customer consistent with the provisions of this price list may use services for the lawful transmission of communications.
- 2.4.B Service may not be used for any unlawful purpose. The use of the Company's services to make calls which might be reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.4.C The use of the Company's services without payment for service, as well as any attempt to avoid payment for service by fraudulent means, devices, or schemes, false or invalid numbers, or false calling or credit cards, or other fraudulent means, is prohibited.
- 2.4.D Provided that they have obtained any and all required regulatory approvals, Customers of service provided under this price list may authorize or permit others to use these services, and may resell or share such services subject to the regulations contained in this price list upon written consent of Company. The Customer remains responsible to the Company for payment of all charges for services used by others pursuant to this paragraph, with or without the Customer's knowledge, and is responsible for notifying the Company immediately of any unauthorized use of services.

2.5 LIABILITIES OF THE COMPANY

- 2.5.A The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to: acts of God, fires, flood, or other catastrophes; any law, order, regulation, directive, action, or request of the United States Government or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau corporation, or other instrumentality of any one or more of said governments or of any civil or military authority; national emergencies; insurrections; riots; wars; or labor difficulties.
- 2.5.B The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities, equipment, or services used with the Company's services. The Company shall not be liable for any damages or losses due to the failure of Customer-provided equipment, facilities, or services. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of connecting, concurring, or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.5.C Company shall not be liable for and Customer shall indemnify and hold Company harmless from any and all losses, claims, demands, suits, or other action or liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any other party or

ISSUED DATE: 5/2/2002

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By:

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P.O. Box 11042
Tallahassee, FL 32302

persons, for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement, or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of equipment, wiring, or services provided by Company where such installation, operation, failure to operate, maintenance, condition, location, or use is not the direct result of Company's negligence.

- 2.5.D The liability of the Company for mistakes, omissions, interruptions, delays, errors, or defects in transmission shall not exceed an amount equivalent to the proportionate monthly recurring charge to the Customer for the period of service during which such events occur. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours. For purposes of determining service credit, a month shall be deemed to have seven hundred twenty (720) hours. Any credits will be set off against charges billed during the next month.
- 2.5.E In addition to and not in limitation of all other provisions in this paragraph 2.5 with respect to Customer indemnification of the Company, Company shall be indemnified and held harmless by the Customer against:
- (1). Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name, or service mark arising out of the material, data, information, or other content transmitted via Company's services.
 - (2). Claims for patent infringement arising from combining or connecting Company facilities with apparatus and systems of the Customer; and
 - (3). All other claims arising out of any act or omission of the Customer in connection with any service provided by company.
- 2.5.F The Company shall not be liable for adjustment, refund, or cancellation of charges unless the Customer has notified the Company in writing, of any dispute concerning charges, within 30 days after the invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission. Any such notice must set forth-sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands. If notice of a dispute concerning the charges is not received,

In writing, within a reasonable period of time after a invoice is rendered or a debt is effected, such invoice shall be deemed to be correct, accepted, and binding upon the Customer

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By:

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P.O. Box 11042
Tallahassee, FL 32302

2.6. OBLIGATIONS OF THE CUSTOMER

- 2.6.A The Customer shall provide the personnel, power, and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- 2.6.B The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.
- 2.6.C The Customer will be liable for damages to the facilities of the Company caused by negligence or willful acts of any officers, employees, agents, or contractors of the Customer.
- 2.6.D The Customer is responsible for pre-payment of all charges for services to be rendered by the Company. Customer may authorize others to use the services provided by the Company, but the Customer remains responsible to the Company for payment of all charges for services used by others pursuant to this paragraph, with or without the Customer's knowledge. Customer is responsible for notifying the Company immediately of any unauthorized use or service.

2.7. INTERRUPTION OF SERVICE

For the interruption of service which lasts more than two hours in continuous duration, and which is not due to Company's testing or adjusting, to the negligent or willful acts of the Customer, or to the failure of channels and/or equipment provided by the Customer, the Customer is eligible for a service credit. It shall be the obligation of the credit allowance is desired. Before notifying Company of any service interruption, the Customer shall ascertain that the trouble is not being Customer's control, and/or is not in the wiring or equipment, if any, furnished by the Customer and connected to the facilities of the provision, every month shall be considered to have seven hundred twenty (720) hours, and the applicable credit shall be calculated according to the following formula:

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

A = outage time in hours

B = total monthly charge for affected facility

2.8 RESTORATION OF SERVICE

ISSUED DATE: 5/2/2002

EFFECTIVE DATE: 7/9/03

By:

Julia Larsen, President
P.O. Box 11042
Tallahassee, FL 32302

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

2.9. PAYMENTS AND BILLING

2.9.A Service is provided on a monthly basis and billed in advance. The minimum service period is one month, except for Customer's second invoice, which shall be pro-rated for the portion of the month in which service was initiated that Customer received services, calculated according to the following formula:

$$\text{Second Invoice Amount} = A * B/C$$

A = number of days of service received by customer

B = flat monthly charge for services

C = number of days in calendar month in which service was initiated

2.9.B The Customer is responsible for the payment of all charges for services furnished by the Company. Usage charges are based on a calendar month and are billed in advance on the 15th of the previous calendar month.

2.9.C Bills are due and payable upon the first of the month after issuance.

2.9.D Bills are payable by personal check, credit cards, cashier's check, money order, or electronic funds transfer.

2.9.E Company may appoint an agent to provide billing and collection service.

2.9.F Customer questions, complaints, and disputes regarding billing or service provided by the Company may be referred to Jax Telecom, Inc.'s customer service department in writing at PO Box 11042, Tallahassee, Florida, 32302, by facsimile at 1-850-671-1389, or by telephone at 1-850-878-9688.

2.10 CANCELLATION BY CUSTOMER

2.10.A. The minimum service period is one calendar month. A full month fee is required on the cancellation month. Customers may cancel by providing written or verbal notice during the last calendar month of service. The Customer shall maintain the cancellation number provided by The Company for their record and proof of the cancellation as explained at the time of the initiation of the service, and The Customer shall remain liable for any charges incurred prior to the time that such cancellation becomes effective.

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be assessed at \$20.

4.4 DEPOSITS

Jax Telecom, Inc. does not require deposits from Customers.

4.5 TAXES

All state and local taxes (i.e. gross receipt tax, sales tax, and municipal utility tax) are not included in the prices provided and will be listed as separate line items.

4.6 RECONNECTION OF BLOCKED, SUSPENDED, OR TERMINATED SERVICE

In the event that service to a Customer is blocked, suspended, or terminated pursuant to the provisions of this price list, there will be a charge of \$49 to restore service when the line is restored within 30day period. After 30day period, the line install is considered as new install and service initiation fee shall be applied.

4.7 NON REFUNDABLE FEES

The initiation fees, transfer fees, service order fees, and other one-time fees shall not be refundable after Jax Telecom, Inc. processed the order. Monthly service is not prorated and due on the first day of each month, payable in advance for the monthly service. Minimum one month service is required and the first month fee is non refundable.

4.8 WHOLESALE PRICES

T1 Local Loop	\$400.00
Calling Features	18% discount from Sprints a tariff rates.
Switching services to VOIP	.01 per minute.

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2.11. CANCELLATION BY COMPANY

2.11.A. Service may be discontinued or temporarily suspended by the Company, without notice to the customer, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk. Charges for reconnection of blocked or suspended service are included in Section 4.

2.11.B. Without incurring liability, the Company may discontinue the provision of service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted services:

- (1). Upon seven (5) days' written notice, for nonpayment of any sum due the company on the first of the calendar month;
- (2). For violation of any of the provisions of this price list or any applicable service contract;
- (3). For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over the Company's services; or
- (4). By reason of any order or decision of a court, public service commission, or federal regulatory body or other governing authority prohibiting the Company from furnishing its services;

2.12 INTERCONNECTION

2.12.A. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve computability between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

2.12.B. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

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SECTION 3 – SERVICE DESCRIPTIONS

3.1 SERVICES OFFERED

3.1.A. Jax Telecom, Inc. offers local exchange inbound and outbound service to residential customers at a basic monthly rate.

3.1.B. Jax Telecom, Inc. offers local service access only.

3.1.C. Jax Telecom, Inc. offers call forwarding, call waiting, caller ID, and other custom features available at a flat rate.

3.2 MINIMUM CALL COMPLETION RATE

A customer can expect a call completion rate (number of calls completed per number of calls attempted) of at least 99% during peak use periods.

3.3 ACCESS TO SERVICES

Access to operator services, 911 services, and relay services for the hearing impaired will not be blocked.

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SECTION 4 – RATES**4.1 BASIC MONTHLY SERVICE (T)**

1PTY FSVC NOROL, Local access line, residential, ...	7.91
1PTY FSVC NOROL, Business....	17.84
1PTY Business Rotary...	27.52
1PTY FSVC NOROL, Band 1	10.78
1PTY FSVC NOROL, Band 2	15.41
1PTY FSVC NOROL, Band 3	20.54
1PTY FSVC NOROL, Band 4	27.09
1PTY FSVC NOROL, Band 5	39.66
1PTY FSVC NOROL, Band 6	74.05

4.2 CUSTOM CALLING OPTIONS (T)

Call Waiting	6.00
Caller ID with Name	8.00
Call Waiting ID	3.00
Return Call	4.00
Repeat Dial	4.00
Anonymous Call Reject	4.00
Selective Call Reject	4.00
Toll Block	5.00
Long Distance Block	5.00
Voicemail	8.00

4.3 PROMOTIONS

The Company may, from time to time, engage in special promotional offerings of trial service offerings limited to certain dates, times, and/or locations in order to attract new Customers or increase usage by existing Customers.

4.4 INITIATION AND SERVICE FEES

The Company shall charge a flat fee of \$50 for initiation of services and transfer service fee of \$10 for existing line and good standing with another phone company. Change order fee shall be a minimum of \$10. Monthly resale service fee shall be a minimum of \$10 and maximum of \$30 per 1 PTY line. Disconnect and account collection fee due to non-payment and overdue account shall be assessed at \$30. Reconnect fee within 30 days shall

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