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COMMISSION CLERK

VIA FEDERAL EXPRESS

September 3, 2004

Ms. Blanca Bayo
Florida Public Service Commission
Division of Communications
Certificate of Compliance Section
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0866

Re: Unitycomm, LLC.
Transfer of Certificate from Solution Telecom, Inc.

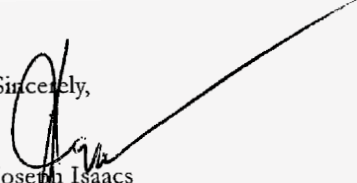
Dear Ms. Bayo,

Enclosed please find an original and six copies of Unitycomm, LLC's Application for Transfer of Authority to provide Local Exchange Service throughout the State of Florida ("Application") from Solution Telecom, Inc., including the companies proposed Tariff and \$250.00 filing fee. This Application is filed in accordance with the Rules of the Florida Public Service Commission, Chapter 25-24, Section 25-24.810, and PSC/CMU 8 (11/95).

Please acknowledge receipt of this filing by file stamping and returning to the address above.

Questions concerning this Application may be addressed directly to me.

Sincerely,


Joseph Isaacs
Managing Partner
Unitycomm, LLC.

Orig Price list forwarded to CUP

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

Initials of person who forwarded check:

JM

DISTRIBUTION CENTER
04 SEP -8 AM 10:29

838 Village Way, Suite 1200, Palm Harbor, Florida 34683

Telephone: 727-738-5553 Facsimile: 727-738-5554

<http://www.isg-telecom.com>

DOCUMENT NUMBER-DATE
(300)675-6101

09752 SEP -8 8

FPSC-COMMISSION CLERK

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

DIVISION OF COMPETITIVE MARKETS AND ENFORCEMENT
CERTIFICATION

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

Instructions

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

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

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

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

APPLICATION

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

Original certificate (new company).

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

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

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

2. Name of company: **Transfer Solution Telecom Certificate number 8156 to Unitycomm, LLC.**

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):

838 Village Way
Suite 1200
Palm Harbor, Florida 34683

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

838 Village Way
Suite 1200
Palm Harbor, Florida 34683

6. **Structure of organization:**

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Corporation |
| <input checked="" 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:**

M04000003485

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): 42-1575525**

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

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

NO

(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.

Joseph Isaacs is President of Solution Telecom

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

(a) The application:

Name: Joseph Isaacs

Title: Partner

Address: 838 Village Way, Suite 1200

City/State/Zip: Palm Harbor, Florida 34683

Telephone No.: 727-738-5553 Fax No.: 305-675-6101

Internet E-Mail Address: isaacs@isg-telecom.com

Internet Website Address: www.U4com.com

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

Name: Joseph Isaacs

Title: Partner

Address: 838 Village Way, Suite 1200

City/State/Zip: Palm Harbor, Florida 34683

Telephone No.: 727-738-5553 Fax No.: 305-675-6101

Internet E-Mail Address: isaacs@isq-telecom.com

Internet Website Address: www.U4com.com

(c) Complaints/Inquiries from customers:

Name: Scott Wenger

Title: CFO

Address: 100 Pickwick Drive

City/State/Zip: Syracuse, Indiana

Telephone No.: 574-457-4482 Fax No.: 574-457-3282

Internet E-Mail Address: swinger@u4com.com

Internet Website Address: www.U4com.com

17. List the states in which the applicant:

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

Indiana

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

NO

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

Yes, state of Indiana

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

NO

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

NO

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

NO

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:

JOSEPH ISAACS
Print Name

[Signature]
Signature

Managing Partner
Title

9/2/04
Date

727-738-5553 305-675-6101
Telephone No. Fax No.

838 Village Way
Address:

Suite 1200
Palm Harbor, Fla. 34683

THIS PAGE MUST BE COMPLETED AND SIGNED

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UTILITY OFFICIAL:

JOSEPH ISAACS
Print Name

[Signature]
Signature

Managing Partner
Title

9/2/04
Date

727-738-5553 305-675-6101
Telephone No. Fax No.

838 Village Way
Address:

Suite 1200
Palm Harbor, Fla. 34683

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:

JOSEPH ISAACS

Print Name

J. Isaacs

Signature

MANAGING PARTNER

Title

9/2/04

Date

727-738-5553

Telephone No.

305-675-6101

Fax No.

838 Village Way Suite 1200

Address:

Palm Harbor, Florida 34683

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.

POP-to-POP

OWNERSHIP

1) _____

2) _____

3) _____

4) _____

CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT

I, Joseph Isaacs, President of Solution Telecom, Inc.
and current holder of Florida Public Service Commission Certificate Number # 8156,
have reviewed this application and join in the petitioner's request for a:

() sale

(XX) transfer

() assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

JOSEPH ISAACS
Print Name

[Signature]
Signature

PRESIDENT
Title

9/2/04
Date

727-738-5553
Telephone No.

305-675-6101
Fax No.

838 Village Way, Suite 1200
Address:
Palm Harbor, Fla. 34683

State of Florida



Department of State

I certify from the records of this office that UNITYCOMM, LLC on August 23, 2004, is an Indiana limited liability company authorized to transact business in the State of Florida, qualified on August 23, 2004.

The document number of this limited liability company is M04000003485.

I further certify that said limited liability company has paid all fees due this office through December 31, 2004, and its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-fifth day of August, 2004



CR2EO22 (2-03)

Glenda E. Hood

Glenda E. Hood
Secretary of State

STATEMENT OF FINANCIAL RESPONSIBILITY
Benson Communications, Inc. for Unitycomm, LLC
Florida Public Service Commission

Benson Communications, Inc. is a sister entity to Unitycomm, LLC. who will be guaranteeing all debts of Unitycomm, LLC. As the sister company, Benson Communications, Inc. will assume all financial responsibility for Unitycomm, LLC. in the event that Unitycomm, LLC. assets are not sufficient.

In addition Benson Communications has issued a credit line to Unitycomm, LLC. in the sum of One Hundred Thirty Thousand (\$130,000) Dollars to be used for initial operating costs.



Benjamin Plikerd
President
Benson Communications, Inc.

8/31/24
Date

Unity

| | 2/29/2003 | 2/29/2003 | 3/31/2003 | 4/30/2003 | 5/31/2003 | 6/30/2003 | 7/31/2003 | 8/31/2003 | 9/30/2003 | 10/31/2003 | 11/30/2003 | 12/31/2003 | Total | 1/31/2004 | 2/29/2004 | 3/31/2004 | 4/30/2004 | 5/31/2004 | 6/30/2004 | 7/31/2004 | 8/31/2004 | Total |
|----------------------|-----------|-----------|-----------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-------------|------------|------------|------------|------------|------------|------------|------------|------------|--------------|
| Cash Balance | 0.00 | 0.00 | 27,492.00 | 42,839.00 | 62,463.00 | 86,363.00 | 117,562.00 | 77,203.00 | 51,360.00 | 31,125.00 | 20,360.00 | 27,632.50 | | 32,542.50 | 58,742.50 | 81,432.50 | 128,197.50 | 152,805.00 | 197,755.00 | 181,917.50 | 211,742.50 | 1,027,285.00 |
| Income | | | | | | | 0.00 | 34,000.00 | 39,000.00 | 112,000.00 | 197,000.00 | 255,000.00 | 952,000.00 | 340,000.00 | 405,000.00 | 473,000.00 | 510,000.00 | 555,000.00 | 990,000.00 | 785,000.00 | 560,000.00 | 4,524,000.00 |
| Semi payment | | | | | | | 12,000.00 | 24,000.00 | 42,000.00 | 69,000.00 | 90,000.00 | 120,000.00 | 264,000.00 | 144,000.00 | 158,000.00 | 180,000.00 | 210,000.00 | 240,000.00 | 270,000.00 | 330,000.00 | 320,000.00 | 1,842,000.00 |
| Q&B cost | | | | | | | 9,789.00 | 17,500.00 | 30,525.00 | 48,125.00 | 55,525.00 | 87,500.00 | 258,125.00 | 105,000.00 | 122,500.00 | 131,250.00 | 150,125.00 | 175,000.00 | 199,875.00 | 218,750.00 | 240,325.00 | 1,343,125.00 |
| Rent Mtg | 930.00 | 1,500.00 | 900.00 | 300.00 | 300.00 | 300.00 | 900.00 | 1,400.00 | 1,400.00 | 1,400.00 | 1,400.00 | 3,000.00 | 14,200.00 | 5,000.00 | 7,500.00 | 7,500.00 | 10,000.00 | 10,000.00 | 12,500.00 | 12,500.00 | 15,000.00 | 50,000.00 |
| Utilities | | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 1,000.00 | 3,000.00 | 1,500.00 | 2,500.00 | 2,500.00 | 3,000.00 | 3,000.00 | 3,000.00 | 3,000.00 | 3,000.00 | 75,000.00 |
| Phone | | 50.00 | 50.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 1,250.00 | 7,450.00 | 2,000.00 | 4,000.00 | 7,500.00 | 10,000.00 | 10,000.00 | 10,000.00 | 10,000.00 | 10,000.00 | 100,000.00 |
| Maintenance | | 350.00 | | | | | | | | | | | | | | | | | | | | |
| Improvements | | 5,592.00 | 12,450.00 | 11,455.00 | 5,000.00 | 4,300.00 | 1,100.00 | 0.00 | | | | | | 10,000.00 | 15,000.00 | 6,000.00 | 5,000.00 | 7,500.00 | 10,000.00 | 11,000.00 | 12,000.00 | 75,500.00 |
| Office wages | | | 3,000.00 | 3,000.00 | 3,000.00 | 5,000.00 | 6,000.00 | 7,000.00 | 7,000.00 | 7,000.00 | 10,000.00 | 14,000.00 | 56,000.00 | 23,000.00 | 25,000.00 | 30,000.00 | 40,000.00 | 55,000.00 | 70,000.00 | 80,000.00 | 100,000.00 | 420,000.00 |
| Office supplies | | | 500.00 | 100.00 | 100.00 | 200.00 | 500.00 | 750.00 | 750.00 | 1,000.00 | 1,000.00 | 1,250.00 | 5,150.00 | 2,000.00 | 3,000.00 | 4,000.00 | 5,000.00 | 5,000.00 | 7,000.00 | 8,000.00 | 8,000.00 | 50,000.00 |
| Office furniture | | | 1,000.00 | 1,000.00 | 1,800.00 | | | | | | | | | 2,000.00 | 2,500.00 | 3,000.00 | 4,500.00 | 5,000.00 | 5,000.00 | 5,000.00 | 5,000.00 | 45,000.00 |
| Computer equipment | | | 5,000.00 | 2,000.00 | | 4,000.00 | | -3.00 | 0.00 | 0.00 | 0.00 | 5,000.00 | 19,000.00 | 2,000.00 | 3,000.00 | 5,000.00 | 5,000.00 | 5,000.00 | 5,000.00 | 5,000.00 | 5,000.00 | 35,000.00 |
| Professional Fees | 5,000.00 | 12,000.00 | | 15,000.00 | 15,000.00 | | | | | | | | 42,000.00 | 1,000.00 | 1,500.00 | 2,000.00 | 3,000.00 | 3,000.00 | 3,000.00 | 3,500.00 | 4,000.00 | 21,000.00 |
| Legal Fees | | 2,000.00 | | 1,000.00 | 500.00 | 500.00 | | | | | | | 11,500.00 | 1,000.00 | 2,000.00 | 3,000.00 | 4,000.00 | 5,000.00 | 5,000.00 | 5,500.00 | 5,500.00 | 31,000.00 |
| Advertising | | | | 500.00 | 1,000.00 | 2,000.00 | 10,000.00 | 4,000.00 | 3,000.00 | 2,000.00 | 2,000.00 | 2,000.00 | 27,500.00 | 4,000.00 | 5,000.00 | 7,500.00 | 8,500.00 | 10,000.00 | 12,500.00 | 15,000.00 | 17,500.00 | 90,000.00 |
| Travel | | | 2,500.00 | | | | | | | | | | | 4,000.00 | 5,000.00 | 8,000.00 | 10,000.00 | 12,000.00 | 14,000.00 | 15,000.00 | 15,000.00 | 88,000.00 |
| Training | | | | 2,000.00 | | | | | | | | | | 4,000.00 | 5,000.00 | 7,500.00 | 8,500.00 | 10,000.00 | 10,000.00 | 4,500.00 | 5,000.00 | 58,500.00 |
| Interest | | | | | | | 2,000.00 | 2,000.00 | 2,000.00 | 2,000.00 | 2,000.00 | 10,000.00 | | | | | 2,000.00 | 2,000.00 | 2,000.00 | 2,000.00 | 2,000.00 | 20,000.00 |
| Community Investment | | | | | | | | | | | 792.50 | 560.00 | 1,352.50 | 2,900.00 | 2,750.00 | 6,075.00 | 1,637.50 | 1,650.00 | 1,652.50 | 3,325.00 | 2,437.50 | 22,337.50 |
| Net Income (Loss) | -5,900.00 | 22,542.00 | 27,250.00 | -37,195.00 | 27,400.00 | -17,500.00 | -40,350.00 | -25,250.00 | -20,225.00 | -10,475.00 | 7,042.50 | 4,360.50 | -217,357.50 | 23,100.00 | 24,750.00 | 64,675.00 | 14,737.50 | 14,850.00 | 14,092.50 | 23,225.00 | 21,937.50 | 201,037.50 |
| Cash Balance | 3,200.00 | 27,490.00 | 42,828.00 | 62,463.00 | 86,363.00 | 117,563.00 | 77,203.00 | 51,350.00 | 31,125.00 | 20,350.00 | 27,632.50 | 32,542.50 | | 58,742.50 | 82,432.50 | 105,157.50 | 152,805.00 | 197,755.00 | 181,917.50 | 211,742.50 | 233,990.00 | 1,229,302.50 |
| YTD | -5,900.00 | 22,542.00 | 42,828.00 | 62,463.00 | 114,947.00 | 132,447.00 | 172,910.00 | 158,550.00 | 212,875.00 | 223,260.00 | 232,207.50 | 217,287.50 | | 58,742.50 | 82,432.50 | 105,157.50 | 152,805.00 | 197,755.00 | 181,917.50 | 211,742.50 | 233,990.00 | |

Benjamin Morris Plikerd

9757 N. Syr-Web Rd
Syracuse, IN, 46567
574-457-5666
bnlikerd@bensoncom.com



TECHNICAL SKILLS

| Software: | Experience Level: | Years: |
|----------------------------------|-------------------|--------|
| Microsoft Office 95/97/2000/XP | Heavy | 6 |
| Microsoft DOS | Very Heavy | 12 |
| Microsoft NT/2000 | Medium | 6 |
| Microsoft 95/98/ME/XP | Heavy | 8 |
| Communications: | Experience Level: | Years: |
| Television Studio Design | Very Heavy | 8 |
| Electronic Diagnostic Equip. | Medium | 3 |
| Telephone Equipment Installation | Medium | 7 |
| Designed Business PBX | Medium | 4 |
| Teaching: | Experience Level: | Years: |
| Software | Heavy | 8 |
| Video and Audio | Very Heavy | 10 |
| HTML | Medium | 6 |
| New multi-media devices | Heavy | 8 |
| Organization: | Experience Level: | Years: |
| Inventory | Medium | 3 |
| Financial Budgets | Heavy | 4 |

PROFESSIONAL EXPERIENCE

| | | |
|-------------------|--|--------------|
| 2003-Present | Unitycomm, LLC d/b/a U4Com Managing Member | Syracuse, IN |
| 02/2000 - 03/2003 | Benson Communications, Inc. CEO/Manager Managing 10 employees, create contracts, manage all finance accounts, install PBX systems, install customer phone systems, diagnose system problems. | Syracuse, IN |
| 10/1999 - 09/2000 | Dana Corporation <i>Audio Visual Specialist</i> Create Training and safety videos, present and displayed videos, filmed and edited productions. | Syracuse, IN |
| 08/1997 - 10/1999 | Dana Corporation <i>Assistant Network Administrator</i> Performed server backups/restores, Built NT workstations, Installed software packages, Inventoried all usable computers, Trained end users on computer hardware and software. | Syracuse, IN |
| 04/1997 - 07/1997 | Video and Sound Productions <i>Photographer, Editor, Web Design</i> Filmed footage for newscasts and commercials, Edited small commercials and other programs, Designed web sites for the company and for other companies. | Warsaw, IN |

EDUCATIONAL BACKGROUND

| | | |
|---------|---|----------------|
| 08/1999 | ITT Technical Institute A.A.S. Electronics Engineering Technology Perfect Attendance | Fort Wayne, IN |
| 06/1997 | Wawasee High School Perfect Attendance 1st-12th grade | Syracuse, IN |

Joseph M. Isaacs
838 Village Way
Palm Harbor, Florida 34683
727-641-5551

Senior Telecommunications Executive with 20+ years of expertise

ISG-Telecom Consultants International (1996-2004)

I founded ISG-Telecom Consultants Int'l. shortly after the Telecom Act of 1996 was passed. My business insight regarding the telecom industry and "next generation" Telco's has enabled me to create a total "turn-key solutions" firm. As Founder and President I am responsible for all the day-to-day operations of ISG; including sales, marketing, contracts, project managers, strategic alliances & partnerships and public relations. Over the past seven years, I have aligned ISG-Telecom with all of the industry leaders for equipment, regulatory and back-office elements. I was the creator of the ISP/CLEC market as we know it today, and was responsible for bringing the equipment manufacturers into it. I have held equity interests and have sat on the Board of Directors and Advisory Councils of many next generations CLEC's. I have personally been involved in:

- Negotiations of over 500 Telecommunications Agreements (Resale, Interconnect and Term & Volume Long Distance)
- Drafting of hundreds of federal and state CLEC/IXC filings & tariffs
- Representation of clients before many Public Utility Commissions
- Collocation agreements and implementations nationwide
- Deployment of OSS systems inclusive of end user billing, customer service, CABS billing and provisioning systems
- Business planning, financial strategies and cost analysis
- Working with every ILEC and RBOC including Bellsouth, Verizon, Sprint, Qwest, Bell Atlantic, SBC & Ameritech on agreements, client account issues and new deployments.

As one of the major innovators of the ISP/CLEC market, I have spoken frequently on the ISP/CLEC subject nationally. Subjects include "How & Why to be a CLEC", "Convergent Service Solutions for the New Millennium", "Taking the Plunge from ISP to ISP/CLEC", "Revenue Streams for the ISP/CLEC", "Procedures and benefits of becoming an ISP/CLEC". "Turnkey OSS solutions", "UNE-P and why it is beneficial in the transformation resale profits".

My prior background consists of having the position of interim CEO, Advisory Counsel and 20+ years consulting to fortune 500 companies in the areas of sales, marketing, finance, telecommunications solutions and legal issues.

Previous to ISG-Telecom, I consulted to and worked with major fortune 500 companies such as CDI Information Services and IKON Office Solutions. Some have considered me an expert in the launch of new products and markets. I have worked in launching new and successful entities in the telecom, food service, construction, real estate and international distribution industry sectors. My extremely rounded and diversified background includes many areas such as: regulatory issues, corporate structures, contract negotiations, accounting, international purchasing, worldwide distribution channels, sales analysis, cost analysis, cost management, cost auditing, business and financial planning, new product launch, public relations, advertising, marketing and market analysis, computers, internet, telecommunications, web development, sales and management training.

Scott Wenger
11349 N. 375 E.
Syracuse, IN 46567
(574) 658-4948
swinger@surfpure.com

SUMMARY

Experience in public accounting for three years and experience in virtually all phases of various types of industry. Diversified computer background ranging from PC based software to mainframe systems. Management and supervision experience ranging from very small companies (less than \$1,000,000) to larger companies (more than \$50,000,000).

EDUCATION 1992 Earned CPA, 1989 BA Accounting, Goshen College

WORK HISTORY

Chief Financial Officer, U4Com (2003 to Present)

Controller, Ameri-Camp (June 2001 – 2003)

Responsibilities:

- **Complete set-up** of start up RV manufacturer
- **Cash forecasting**, budgeting, and management

Tax Preparer, Tom Loucks & Associates CPA (January – April)

- Preparation and procession of nearly 400 individual, corporate and partnership tax returns
- Year-end and month-end closing for various companies
- Research tax laws for various situations

Controller, Carriage, Inc. (1999 – November, 2001)

Responsibilities:

- **Daily and monthly reporting**, month end closing
- **Payroll tax with holding** and reporting, state licensing for 20 states
- Supervision of four staff

Achievements:

- **Streamlined A/P procedures** to merge two positions into one
- **Assisted in implementation** and education of main frame accounting software, including G/L module and reporting module
- Developed standard cost system

Business Manager, Golden Years Society (1998-1999)

Responsibilities:

- **Supervision** of three staff members along with all vender accounts
- **Coordinating** training seminars for chiropractors and scheduling the doctor's speaking engagements

Achievements:

- **Developed** the original business plan
- **Obtained all** initial startup funding for the office

Controller, Michigan Tube (1996 – 1998)

Responsibilities:

- All accounting functions, including month-end closes
- Inventory management
- Asset management
- Supervision of five accounting/ sales staff members

Achievements:

- Created a computer program to automate invoicing, purchase orders and maintain a perpetual inventory count
- Developed standard costing system with monthly investigation of variances, selected investigation by job
- Completely revised the pricing system, using the company policies
- Generated the most profitable year in seven years

Controller, Precision Sheet Metal (1995 – 1996)

Responsibilities:

- All accounting functions, including monthly financial statements, federal and state tax returns
- Job costing
- Inventory control
- Asset management

Achievements:

- Developed and implemented Emergency Assessment Plans and Procedures

Assistant Controller, Burcliff Industries (1993 – 1995)

Responsibilities:

- Inventory costing
- Preparation of monthly financial statements, month-end closings
- Supervision of the entire payroll for both hourly and salary employees employed by the corporation in 20 locations in 9 states

Assistant Controller, Western Rubber (1992 – 1993)

Responsibilities:

- Cash management
- Preparation of monthly financial statements, and month-end closings
- Supervision of three other office staff members

Staff Accountant, McGladrey & Pullen (1989 – 1992)

Responsibilities:

- Conducted year-end audits of various corporations
- Preparation of corporate and individual tax returns
- Completion of continuing education courses

COMMUNITY INVOLVEMENT

Board Member – Mental Health Association in Elkhart County, 1994- present

President – Mental Health Association in Elkhart County, 2000

Youth Director – Meadowood Free Methodist Church, 1999- present

Committee Member – Elkhart Air Show, 2002

Board Member – Jefferson Elementary PTO, 2002

*****REFERENCES AVAILABLE UPON REQUEST*****

FLORIDA TELECOMMUNICATIONS PRICE LIST

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICE

This Price List contains the rates applicable to the furnishing of local exchange telecommunications services provided by UNITYCOMM, LLC. ("UNITYCOMM") within the State of Florida. This Price List is on file with the Florida Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 838 Village Way, Suite 1200, Palm Harbor, Florida 34683

Issued: September 8, 2003

Effective Date: December 8, 2004

Issued By:

Joseph Isaacs, Director of Regulatory Affairs
Unitycomm, LLC.
838 Village Way, Suite 1200
Palm Harbor, Florida 34683
Telephone: (727) 738-5553

CHECK SHEET

The Title Sheet and Sheets 1 through 53 inclusive of this Price List are effective as of the date shown at the bottom of the respective sheet(s). Revised sheets as named below contain all changes from the original filing that are in effect on the date listed.

| <u>SHEET</u> | <u>REVISION</u> | <u>SHEET</u> | <u>REVISION</u> |
|--------------|-----------------|--------------|-----------------|
| 1 | Original | 27 | Original |
| 2 | Original | 28 | Original |
| 3 | Original | 29 | Original |
| 4 | Original | 30 | Original |
| 5 | Original | 31 | Original |
| 6 | Original | 32 | Original |
| 7 | Original | 33 | Original |
| 8 | Original | 34 | Original |
| 9 | Original | 35 | Original |
| 10 | Original | 36 | Original |
| 11 | Original | 37 | Original |
| 12 | Original | 38 | Original |
| 13 | Original | 39 | Original |
| 14 | Original | 40 | Original |
| 15 | Original | 41 | Original |
| 16 | Original | 42 | Original |
| 17 | Original | 43 | Original |
| 18 | Original | 44 | Original |
| 19 | Original | 45 | Original |
| 20 | Original | 46 | Original |
| 21 | Original | 47 | Original |
| 22 | Original | 48 | Original |
| 23 | Original | 49 | Original |
| 24 | Original | 50 | Original |
| 25 | Original | 51 | Original |
| 26 | Original | 52 | Original |
| | | 53 | Original |

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EXPLANATION OF SYMBOLS

- (D) To signify a **deletion**
- (I) To signify a rate **increase**
- (M) To signify material **moved** in the Price List
- (N) To signify a **new** rate or regulation
- (R) To signify a rate **reduction**
- (T) To signify a change in **text** but no change in rate or regulation

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PRICE LIST FORMAT

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

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APPLICATION OF PRICE LIST

This Price List governs Company local exchange services originating and terminating at points within the State of Florida for BellSouth exchanges, Verizon exchanges and Sprint/Centel/United exchanges .

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UNITYCOMM, LLC.

P.S.C. Price List No. 1
Original Sheet No. 8

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Add:

The addition of a vertical service to existing equipment and/or service at one location.

ADSL

Asymmetrical Digital Subscriber Line (ADSL) is an access data technology service which allows for the transmission of high speed connections services over existing copper facilities.

Authorized User:

A person, firm, corporation, or other entity that either is authorized by the Customer to use local exchange service or is placed in a position by the Customer, either through acts or omissions, to use local exchange service.

Business Service:

A service which conforms to one or more of the following criteria:

- A. used primarily for commercial, professional, or institutional activity; or
- B. the service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- C. the service number is listed as the principal or only number for a business in any telecommunications directory; or
- D. the service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided.

Call Forwarding:

A local exchange feature which permits the station user to have his incoming calls transferred automatically to any other access line.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Call Forwarding - Busy Line:

An optional feature which automatically routes incoming calls to a preset number when called station is busy.

Call Waiting:

An enhancement to basic service that enables the called party to be notified and have the option to pickup a call from a second party while engaged in conversation with the first calling party.

Calling Area:

An area within underlying ILEC service areas which are considered “Local” to the originating calling party’s exchange.

Called Station:

The terminating point of a call (i.e., the called number).

Caller ID:

An optional service which, when combined with appropriate end-user equipment, delivers the calling party telephone number to the called party during the ring cycle and during conversation for that call.

Carrier or Common Carrier:

Any individual, partnership, association, corporation or other entity engaged in intrastate communications for hire by wire or radio between two or more exchanges.

Channel Terminal

The term “Channel Terminal” denotes that portion of a service required to terminate within a central office, the interoffice or interexchange transmission system.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Channel

A communications path between two or more points of termination.

Commission:

Florida Public Service Commission

Change:

Includes the rearrangement or reclassification of existing service at the same location.

Company:

UNITYCOMM, LLC. (“UNITYCOMM”)

Credit Card:

A valid bank or financial organization card, representing and account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

Customer:

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

Disconnect or Disconnection:

The termination of a circuit connection between the originating station and the called station or the Company’s operator.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**Exchange**

A central office or group of central offices, together with the Customer's stations and lines connected thereto, forming a local system which furnishes means of telephonic intercommunication without toll charges between subscribers within a specified area, usually a single city, town or village. When an exchange includes only one central office, it is termed a single office exchange, but when it includes more than one central office, the exchange is termed a multi-office exchange.

Exchange Service Area

The territory, including the base rate, suburban and rural areas served by an exchange, within which local telephone service is furnished at the exchange rates applicable within that area.

Exchange Service

The general telephone service rendered in accordance with Price List provisions. Exchange service is a general term describing as a whole the facilities provided for local intercommunication, together with the right to originate and receive a specified or an unlimited number of local messages at charges in accordance with the provisions of this Price List.

- A. Flat Rate Service: A classification of exchange service for which a stipulated charge is made, regardless of the amount of use.
- B. Individual Residence Line

Individual Line Service: A classification of exchange service which provides that only one Exchange Access Line shall be served by the line connecting such Access Line with the central office or other switching unit.

Frame Relay

Frame Relay is a service which provides for the transfer of variable length frames across a wide geographic area through statistical multiplexing of data.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Holidays:

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

ISDN

Integrated Services Digital Network is a set of transmission protocols that provides end-to-end digital connectivity and integration of voice, data and video, on a single subscriber loop.

LATA:

A Local Access and Transport Area ("LATA") is a geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Exchange:

A geographic area within which the local telephone company provides telephone services and/or facilities that are not subject to a toll charge.

Local Exchange Carrier:

A Company which furnishes local exchange telecommunications service.

Move:

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building.

Premises:

A building or buildings on contiguous property, not separated by a public highway or right-of-way.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Service Line:

A two-way residential individual line, or an extension of a residential line which is required for testing of certain services provided by the Company and which is billed at the rates within this Price List.

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SECTION 2 – RULES AND REGULATIONS**2.1. UNDERTAKING OF COMPANY**

- 2.1.1. Company's services are furnished for residential telecommunications service for local calling within the State of Florida. As a reseller, the quality of service provided to the companies end-users will be equal to that received from the company's underlying carrier(s).
- 2.1.2. Company is a facilities-based provider of telecommunications to Customers for their direct transmission and reception of voice or data residential communications.
- 2.1.3. Company provides access, switching, transport and termination services provided by other underlying telecommunications local carriers.
- 2.1.4. 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.
- 2.1.5. Request for service under this Price List will authorize the Company to conduct a credit search on the Customer. The Company will require a two month subscription payment from each new subscriber as an advanced payment to obtain service: one month's payment to pre-pay the first month's service charges and one month's payment for the Company to hold towards future unpaid billing. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer. As a reseller the quality of service provided as a reseller to the company's end-users will be equal to that received from the company's underlying carrier.

2.2. LIMITATIONS

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or service and subject to the provisions of this Price List.
- 2.2.2. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.3. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.

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SECTION 2 – RULES AND REGULATIONS, Continued**2.2. LIMITATIONS, Continued**

- 2.2.4. Prior written permission from the Company is required before any assignment or transfer of service from one subscriber to another. 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. Transfers are not acceptable unless written permission from the Company is received by the transferring and the receiving transferee parties.
- 2.2.5. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Price List are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.
- 2.2.6. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Price List until this indebtedness and any accrued interest or penalty amounts have been satisfied.

2.3. USE

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which it is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.3. USE, Continued

- 2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.
- 2.3.5. Recording of telephone conversations of service provided by the Company under this Price List is prohibited except as authorized by applicable federal, state and local laws.
- 2.3.6. Service will not be used to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten or harass the called party.
- 2.3.7. Service will not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service or otherwise impairs the quality of service to other Customers.
- 2.3.8. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Price List until the indebtedness is satisfied.

2.4. LIABILITIES OF THE COMPANY

- 2.4.1. The liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. For the purpose of computing such amount a month is considered to have thirty (30) days. In no event will the Company be responsible for consequential damages for any losses suffered by a Customer or end user as the result of interrupted or unsatisfactory service.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

2.4.2. Company shall be indemnified and held harmless by the Customer against:

- A. 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 over Company's facilities; and
- B. Claims for patent infringement arising from combining or connecting Company's resold facilities with apparatus and systems of the Customer; and
- C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- D. Use of subscriber provided information, use of subscriber call detail records from any source, or any information derived from these sources when used in the investigation or prosecution of potential fraud, potential illegal activities, or any law enforcement organization's investigation that might involve the subscriber in any way.

2.4.3. Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

2.4.4. Company shall not be liable for, and the Customer indemnifies and holds harmless from, any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, instituted or asserted by the Customer or by any other party of person, for any personal injury to, 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 be caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company's underlying carrier where such installation, operation, failure to operate, maintenance, condition, location or use is

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UNITYCOMM, LLC.

P.S.C. Price List No. 1
Original Sheet No. 19

not the direct result of Company's negligence.

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SECTION 2 – RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.5. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed agents or employees of the Company without written authorization.
- 2.4.6. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature: storms, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages or other labor difficulties; or notwithstanding anything in this Price List to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.7. The Company shall not be liable for damages or adjustments, refunds or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, within 20 days of when invoice is rendered by the company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Florida law. 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.
- 2.4.8. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

2.4.9. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps, including obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as the Customer's agent, to the Company's underlying carriers' networks.

2.4.10. With respect to Emergency Number 911 Service:

A. 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 to, 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 this service; or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

B. Neither is the Company responsible for any infringement or 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 arises 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. 911 service will remain active during temporary disconnections for residential customers.

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SECTION 2 – RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.11. In the absence of gross negligence or willful misconduct, no liability for damages arising from errors, mistakes in or omissions of directory listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, will attach to the Company.
- 2.4.12. The Company's liability arising from errors or omissions in directory listings will be limited to \$1.00.
- 2.4.13. As part of providing any private listing or semi-private listing services, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number which includes the number of the party called. The Company will try to prevent the disclosure of unpublished listings, but will not be liable in any manner should such a number be divulged.
- 2.4.14. When a Customer with a non-published telephone number 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 the Emergency 911 Service, upon request of such governmental authority. By subscribing to service under this Price List, the Customer agrees to the release of such information under the above provision.
- 2.4.15. The Company will 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 will not be liable for any delays in commencing service to any Customer. The minimum time frame for Customer installation will be three days from the time of order. The maximum time frame for customer repair will be 3 days from time of customer complaint or interruption in service.

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SECTION 2 – RULES AND REGULATIONS, Continued**2.5. EQUIPMENT AND FACILITIES**

2.5.1. The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provisioned equipment is connected to the facilities furnished under this Price List, the responsibility of the Company will be limited to the furnishing of facilities offered pursuant to this Price List. Beyond this responsibility, the Company will not be responsible for:

- A. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- B. the reception of signals by Customer-provided equipment; or
- C. network control signaling when performed by Customer-provided network control signaling equipment.

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

2.5.3. As a reseller, the quality of service provided shall be equal to that received by the company's underlying carrier.

2.6. CUSTOMER RESPONSIBILITIES

2.6.1. The Customer is responsible for the payment of all charges for services furnished to the Customer and for all additional charges for calls the Customer elects to continue making.

2.6.2. The Customer is responsible for compliance with applicable regulations set forth in this

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UNITYCOMM, LLC.

P.S.C. Price List No. 1
Original Sheet No. 24

Price List.

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SECTION 2 – RULES AND REGULATIONS, Continued**2.6. CUSTOMER RESPONSIBILITIES, Continued .**

- 2.6.3. The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.
- 2.6.4. The Customer shall be responsible for reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- 2.6.5. This Customer is responsible for not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's underlying carriers' facilities.

2.7. INTERRUPTION OF SERVICE

- 2.7.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence or willful act of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.7.2. For purposes of credit computation for service, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours

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SECTION 2 – RULES AND REGULATIONS, Continued

2.7. INTERRUPTION OF SERVICE, continued

2.7.3. The subscriber shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the services affected for each hour or major fraction thereof that the interruption continues.

Credit formula: $Credit = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

2.7.4. No credit will be made for:

- a) Interruptions due to the negligence of, or noncompliance with the provisions of this Price List by, the Customer;
- b) Interruptions due to the negligence of any person using the Company's services with the Customer's permission;
- c) Interruptions due to the failure or malfunction of non-Company equipment.

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SECTION 2 – RULES AND REGULATIONS, Continued**2.8. RESTORATION OF SERVICE**

- 2.8.1. The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations on file with the Commission, which specifies the priority system for such activities.
- 2.8.2. When a Customer's service has been disconnected in accordance with this Price List and the service has been terminated through the completion of a Company service order, service will be restored only upon the basis of application for new service.

2.9. MINIMUM SERVICE PERIOD

The minimum service period is one month (30 days).

2.10. PAYMENTS AND BILLING

- 2.10.1 Known charges for subscription service will be billed in advance for the ensuing monthly subscription period. Ancillary services such as Directory Assistance and Operator Services will be bill in arrears in the month following the month in which the charges were incurred. The Company reserves the right to impose an additional Advance Payment amount equal to the highest amount of incurred ancillary charges, which shall be added to the Escrow account established by the Company as referenced in Section 2.12 of this Price List.
- 2.10.2 The Customer is responsible for payment of all charges for service furnished by the Company to the Customer or Authorized Users. Objections must be received by the Company within 20 days after statement of account is rendered, or the charges shall be deemed correct. Should the Customer pay the charges under protest, he may have an additional 30 days to dispute same in writing or the charges will become binding upon Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer. Customer will not be required to pay disputed portion of bill during complaint resolution period.

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SECTION 2 – RULES AND REGULATIONS, Continued**2.10. PAYMENTS AND BILLING, Continued**

- 2.10.3 Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Service, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.
- 2.10.4 A late payment charge of \$25.00 shall apply to any amounts billed to subscriber and not received by the day following the business day closest to or on the payment due date.
- 2.10.5 Billing disputes should be addressed to Company's customer service organization by mail at: 10 South 4th Street, Defuniak Springs, Florida 32433 or via telephone. Customer service representatives are available from 8:00 a.m. to 4:59 p.m. Eastern Time. Messages may be left for the Customer Service Department from 5:00 p.m. to 7:59 a.m. Eastern Time, which will be answered on the next business day, unless in the event of an emergency, which threatens Customer service, in which case customer service personnel may be paged.
- 2.10.6 In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.

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SECTION 2 – RULES AND REGULATIONS, Continued**2.10. PAYMENTS AND BILLING, Continued**

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SECTION 2 - RULES AND REGULATIONS, Continued**2.10. PAYMENTS AND BILLING, Continued**

- B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Florida Public Service Commission's Division of Consumer Affairs for its investigation and decision.

Florida Public Service Commission
Division of Consumer Affairs
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Toll free number: 800.342.3552

2.11. DISCONTINUANCE OF SERVICE

- 2.11.1. Upon nonpayment of any amount owing the Company, unless a written notice of dispute has been received by the Company, and after 20 days from the payment due date, the Company may discontinue or suspend service upon five (5) working days prior written notice delivered to the Customer without incurring any liability. Notice of this disconnect policy shall be plainly printed on the Customer Service Agreement under the heading: "IMPORTANT INFORMATION; RETAIN FOR YOUR RECORDS."
- 2.11.2. Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving 10 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 2.11.3. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.11. DISCONTINUANCE OF SERVICE, Continued**

- 2.11.4. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.
- 2.11.5. The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability: immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services, including the follow:
- A. The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s);
 - B. The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications service(s); or
 - C. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - 1. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this Price List;
 - 2. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - 3. Any other fraudulent means or devices;
 - D. The Customer uses service in such a manner as to interfere with the service of other users; or
 - E. The Customer uses service for unlawful purposes.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.11 DISCONTINUANCE OF SERVICE, Continued**

- 2.11.6. Upon five (5) working days prior written notice, upon written notice to a Customer who has failed to pay any sum within five (5) days of the date when payment was due; or
- 2.11.7. Ten (10) days after sending the Customer written notice of noncompliance with any provision of this Price List if the noncompliance is not corrected within that ten (10) day period.
- 2.11.8. The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time or up to suspension or discontinuance.
- 2.11.9. Upon the Company's discontinuance of service to the Customer, all applicable charges, including termination charges, shall become due and payable. This is in addition to all other remedies that may be available to the Company at law or in equity under any other provision of this Price List.

2.12. ADVANCE PAYMENTS AND DEPOSITS

To safeguard its interest, the Company may require a Customer to make Processing/Application Fee before services are furnished. This fee will not exceed an amount equal to the Non-Recurring Charge(s) and month's charges for the service.

Applicants shall not be required to pay a security deposit prior to receiving service.

An Escrow Account shall be maintained by the Company, with a bank of its selection, into which shall be placed monies which shall be available to reimburse any Customer who does not receive services for which Customer has paid in advance.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.13. FULL FORCE AND EFFECT**

Should any provision or portion of this Price List be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Price List will remain in full force and effect.

2.14. CREDIT LIMIT

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of services for any monthly period.

2.15. UNCERTIFICATED RESALE PROHIBITED

Resale of any Price Listed service appearing herein by uncertificated resellers is strictly prohibited. Applicable services may be resold only by Companies authorized by the Florida Public Service Commission to provide intrastate telecommunications services, in accordance with the Commission's rules. The Company requires proof of certification in the form of a Telephone Certificate of Public Convenience and Necessity (or the equivalent thereof), or a copy thereof, prior to providing services for resale.

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SECTION 3 - SERVICE DESCRIPTION

3.1. LOCAL EXCHANGE SERVICE

3.1.1 General

- A. Local Exchange Service provides a customer a single, analog, voice grade telephonic communications channel which can be used to place or receive one call at a time to and from, respectively, other stations on the public switched telephone network. Local exchange service also provides a customer with a unique telephone number address on the public switched telephone network and access to certain interstate and international services offered by Company. (a 'basic access line').
- B. A basic access line includes free access to Operator Services, Directory Assistance services, Telecommunications Relay Services and emergency services by dialing 0 or 911, with unlimited local calling at a flat rate.
- C. Local exchange service requires the classification by the customer of the basic access line as either of a business or residence basic access line. Residence access lines may include an allowance for calls for which there are no usage charges. One listing in the alphabetical directory is included for both residential and business access lines.

3.1.2. Service Description

- A. Local Exchange Service will be offered throughout the State of Florida and will consist of, minimally a residential or business basic access line. Optional Services features will be available for order by the Customer, consisting of all or any of the following: Caller ID, Call Waiting, Call Forwarding and or Voice mail. 911 Service will be available at all times including disconnection of service.

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SECTION 3 – SERVICE DESCRIPTION, Continued**Section 3.2 CUSTOM CALLING FEATURES****3.2.1 General**

The Custom Calling features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service.

3.2.2 Description of Features**A. Three Way Conference**

The Three Way Calling feature allows a customer to add a third party to an existing two-way call and form a three-way call. The call must have been originated from outside the station group and terminate to a station within the station group. The Call Hold feature allows a customer to put any in-progress call on hold by flashing the switchhook and dialing a code. This frees the line to allow the customer to make an outgoing call to another number. Only one call per line can be on hold at a time. The third party cannot be added to the original call.

B. Call Forwarding

Call Forwarding, when activated, redirects attempted terminating calls to another customer-specific line. The customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding.

The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the customer with the Call Forwarding is billed for the forwarded leg of the call.

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SECTION 3 – SERVICE DESCRIPTION, Continued**3.2 CUSTOM CALLING FEATURES, Continued****3.2.3. Description of Features, Continued****C. Call Waiting/Cancel Call Waiting**

Call Waiting provides a tone signal to indicate to a customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the customer disconnects from the call.

D. Distinctive Ringing

This feature enables a user to determine the source of an incoming call from a distinctive ring. The user is provided with up to two additional telephone numbers.

E. Multiline Hunting

This feature is a line hunting arrangement that provides sequential search of available numbers within a multiline group. Circular and uniform hunting can also be selected.

Hunt group charges apply to sequential, circular and uniform hunting and queuing with announcement per queue slot.

F. Speed Calling

This feature allows a user to dial selected numbers using one or two digits. Up to eight numbers (single digit, or thirty numbers with two digits) can be selected.

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SECTION 3 – SERVICE DESCRIPTION, Continued**3.2 DIRECTORY ASSISTANCE**

A Directory Assistance Charge applies for each telephone number, and area code, and/or general information requested from Directory Assistance operator. There is no charge for the first three calls per month to Directory Assistance. The Customer can request a maximum of two numbers per call to Directory Assistance. Charges set forth in Section 4.2 will apply for each additional request made to the Directory Assistance Operator.

Directory Assistance Local Call Completion

Directory Assistance Call Completion allows the Customer the option to have their local calls completed to a requested number by either the Directory Assistance operator or the Directory Assistance audio response system that provide the requested number. All completed calls will be charged the Directory Assistance Call Completion Charge, in addition to any other appropriate charges. See Section 4.2 for Rates.

3.3 DIRECTORY LISTINGS

One Listing, termed the initial listing, is included with each Customer's service. Additional listings are confined to the names of those who are entitled to the use of the Customer's service. Telephone numbers of non-published service are not listed in the Telephone Company's directories or on directory assisted records. Listing information (name, address and number) on non-published service is not available to the general public, notwithstanding any claim of emergency the calling party may present. Telephone numbers of non-directory listed service are omitted or deleted from the Company's alphabetical directory, however, they are carried in the Company's directory assistance and other records and are given to any calling party.

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SECTION 3 – SERVICE DESCRIPTION, Continued**3.2 DIRECTORY ASSISTANCE**

A Directory Assistance Charge applies for each telephone number, and area code, and/or general information requested from Directory Assistance operator. There is no charge for the first three calls per month to Directory Assistance. The Customer can request a maximum of two numbers per call to Directory Assistance. Charges set forth in Section 4.2 will apply for each additional request made to the Directory Assistance Operator.

Directory Assistance Local Call Completion

Directory Assistance Call Completion allows the Customer the option to have their local calls completed to a requested number by either the Directory Assistance operator or the Directory Assistance audio response system that provide the requested number. All completed calls will be charged the Directory Assistance Call Completion Charge, in addition to any other appropriate charges. See Section 4.2 for Rates.

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SECTION 3 – SERVICE DESCRIPTION, Continued**3.4 LOCAL OPERATOR SERVICES**

Operator Services provide for live or automated operator treatment of calls when a customer dials "0". Services include, but are not limited to Busy Line Verification, Operator Verification \ Interrupt Service and Operator Assisted Call Completion Services. Access to Operator Services is provided at no charge, however, a per-call service charge and a per minute usage rate will apply when the customer elects to utilize a chargeable Operator Service.

3.4.1 Busy Line Verification

Utilizing operator assistance, the caller is able to accomplish any of the following:

- A. verify that a called line is in use
- B. verify that a called line is in use, or if it is clear, have the operator place the call
- C. verify and interrupt a call that is in progress

3.4.2 Operator Verification \ Interrupt Service

Where facilities and operating conditions permit, Carrier's operators may verify busy line conditions and/or interrupt a conversation in progress at the calling party's request.

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SECTION 3 –SERVICE DESCRIPTION, Continued**3.4 LOCAL OPERATOR SERVICES, Continued****3.4.3 Operator Assisted Call Completion**

Operator Assisted Call Completion provides the called with access to the operator for assistance in completing telephone calls. Local calls may be completed or billed with live or mechanical assistance. Calls may be billed collect to the called party, to an authorized third party number, to the originating line, or to a valid authorized calling card. The operator can assist the caller by placing the call either person-to-person, station-to-station or other designated basis. In addition to a per request charge, a per minute usage rate applies to each call completed. See Section 4.2.

A. Person-to-Person

Allows a Customer to place a call through a operator to one particular person.

B. Station-to-Station

Allows a Customer to place a call through an operator to any person.

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SECTION 3 – SERVICE DESCRIPTION, Continued**3.5 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases rates and charges will be applied on an 'Individual Case Basis' (ICB), where such rates and charges will be developed by the Company based on the circumstances (such as costs of labor, material, engineering and administration) in each case. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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SECTION 3 - SERVICE DESCRIPTION, Continued

3.6 HEARING AND SPEECH IMPAIRED CUSTOMERS

3.6.1 Reserved for future use.

3.7 TELECOMMUNICATIONS RELAY SERVICE

The Relay Service provides specialized telecommunications equipment to qualified Florida Residents who have a certified hearing or speech impairment, pursuant to the Telecommunications Access System Act of 1991. For calls received from the relay service, the company will, when billing relay calls, discount relay service calls by fifty percent off of the otherwise applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted sixty percent off of the otherwise applicable rate for a voice non-relay call.

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SECTION 3 - SERVICE DESCRIPTION, Continued**3.8 LOCAL EXCHANGE - DATA SERVICES****3.8.1 Frame Relay Service (FRS)****A. Description**

Frame Relay Service (FRS) is a provisional service which provides a high speed statistically multiplexed data service that allows for the transfer of variable length frames across a wide geographical area. Frames travel at high speed from the source to the desired destination via virtual connections (switched or permanent virtual connections). **Frame Relay allows end users to share network resources.** Each individual access link and Frame Relay port can be shared by traffic to multiple destinations.

This service, comprised of three components: local loop access, FRS port and the Data Link Connection Identifiers (DLCIs). The local loop access to the FRS network is through a dedicated, non-multiplexed digital line at 56 Kbps (DS0), 1.544 Mbps (DS1), or 44.736 Mbps (DS3). The FRS Port allow access to the FRS network. The DLCIs identify the address information and route the framed data. The DS0, DS1 and DS3 access services is offered in conjunction with Incumbent Local Exchange Carrier pursuant to and at the rates set forth in their relevant tariffs.

The Data Link Connection Identifiers are established at the time of service subscription at customer specified end points making a Permanent Virtual Connection (PVC). The FRS network will only transmit data between authorized DLCIs. Each PVC has a pre-assigned Committed Information Rate (CIR) and a Burst Rate (BR). This provides bandwidth sharing and bandwidth on demand capabilities.

The Company may also provide to subscribers a traffic data report upon request by the Customer.

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SECTION 3 - SERVICE DESCRIPTION, Continued**3.8 LOCAL EXCHANGE - DATA SERVICES, Continued****3.8.1 Frame Relay Service (FRS), Continued****B. Definitions**Access Link

A dedicated non-multiplexed digital access line at 56 Kbps, 1.544 Mbps, or 44.736 Mbps. This link can only be used for accessing Frame Relay Service.

Burst Rate

The upper bandwidth limit the permanent virtual connection is allowed to send data through the FRS network. The burst rate is limited by the actual physical port access speed.

Committed Information Rate

The CIR represents the base-level bandwidth the permanent virtual connection is allowed to send data through the network. This rate will be lower than the speed of the physical access line.

Data Link Connection Identifier (DLCI)

The address information assigned to customer designated end points used to identify PVCs and route frames of data. The frame relay virtual circuit number corresponding to a particular destination which is part of the frame relay header and is usually ten bits long.

Frame

A group of data bits, in a specific format, with a flag at either end to indicate the beginning and end of the frame. The defined format enables network equipment to recognize the meaning and purpose of specific bits.

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SECTION 3 - SERVICE DESCRIPTION, Continued

3.8 LOCAL EXCHANGE - DATA SERVICES, Continued

3.8.1 Frame Relay Service (FRS), Continued

B. Definitions, Continued

Permanent Virtual Connection (PVC)

A virtual circuit set up administratively, by a network operator, for a dedicated point-to-point connection between two customer designated end points.

Port

The physical entry point for the local loop access to the FRS network.

Switched Megabit (or Multi Megabit) Data Services (SMDS Access)

A way for a corporate network to dial up switched data services as fast as 45 Megabits per second.

Traffic Detail

A monthly report of data traffic information that provides the customer with details on frame and byte counts, dropped and congested frames.

Virtual Connection (circuit)

A connection established through a frame relay or packet network. Frames or packets are routed through the connection as an order-preserving transfer of data. This connection functions like a dedicated circuit between the end points.

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SECTION 3 - SERVICE DESCRIPTION, Continued**3.8 LOCAL EXCHANGE - DATA SERVICES, Continued****3.8.1 Frame Relay Service (FRS), Continued****C. Regulations**

1. Frame Relay Service will be furnished within Service Areas where facilities and operating conditions permit, and technical feasible.
2. The customer must provide the Company with a point of contact for inquiries, trouble reports, and security management involving the service configuration.
3. Subsequent DLCI orders are required when a customer chooses to add PVC(s) or change PVC assignment on a given FRS port after the initial port installation.
4. At service subscription, the customer must specify the Committed Information, Rate and the Burst Rate for each PVC ordered.
5. Error correction is the responsibility of the customer's Frame Relay compatible terminal equipment. When the FRS network is congested, the FRS notes will discard frames with errors and may discard customer data that exceeds the CIR ordered at service subscription.
6. The Company will provide network-to-network interface (NNI) interconnection to its Frame Relay Service to all customers who request it until such time as a national Frame Relay Service interconnection standard is formally approved.

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SECTION 3 - SERVICE DESCRIPTION, Continued**3.8 LOCAL EXCHANGE - DATA SERVICES, Continued****3.8.2 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI)****A. Description**

Integrated Services Digital Network (ISDN) is a set of transmission protocols that provides end-to-end digital connectivity and integration of voice, data and video, on a single Subscriber loop to support a wide variety of services via the public switched telephone network. The Primary Rate Interface (PRI) consists of a 23B+D configuration with 23* 64Kbps Bearer (B) digital channels and one 64 Kbps Data (D) digital channel. The B channels are designed for voice, data, image and sound transmissions. B channels can support synchronous, asynchronous or isochronous services at rates up to 64 Kbps. B channels can be aggregated for higher bandwidth applications. The D channel PRI provides the out of band signaling, call control and messaging.

PRI is provided through standard four wire DS-1 (1.544Mbps) point to point, private line facilities that enables Subscriber control of the 24 individual channels.

B. Regulations

1. ISDN-BRI will only be provided where central office facilities and operating conditions permit.
2. ISDN-BRI is furnished to customers at the rates and charges as shown in Section 4, which are in addition to other rates and charges for the Local Exchange Service.
3. Rates and Charges for other optional features are in addition to those for ISDN-BRI service and are provided only where facilities and operating conditions permit.

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SECTION 3 - SERVICE DESCRIPTION, Continued**3.8 LOCAL EXCHANGE - DATA SERVICES, Continued****3.8.3 ADSL****A. Service Description**

Asymmetrical Digital Subscriber Line (ADSL) Service is an access data technology service which provides high speed connections services over existing copper facilities. ADSL service is offered in speed levels of 384 Kbps Down/128 Kbps Up to 6 Mbps Down/384 Kbps Up. The “up” speeds represent “transmission speeds in kilobytes from the customer designated location (CDL) to the Company’s ADSL connection point, while the “down” speeds represent “transmission speeds in kilobytes and megabits,” from the Company’s ADSL connection point to the CDL. The connection point is the aggregation point designated by the Telephone Company for connecting multiple Telephone Company ADSL serving wire centers via the backbone network services to the CDL.

ADSL Service is provisioned over existing Company copper facilities and transported to the Company’s backbone network. ADSL Service provides a connection from the customer designated location (CDL) to the ADSL connection point. Access from the Company’s ADSL connection point will be provided via Frame Relay Service, where facilities permit. Frame Relay Service is available in Section 3.8.1. A customer may utilize their existing Frame Relay Service or may submit any order to establish new facilities. The associated rates and charges for Frame Relay Service will apply in addition to the rates and charges associated with the ADSL Service rate elements.

The Company will qualify the ADSL Service between the CDL and the serving wire center. The purpose of qualification is to determine the availability and suitability of existing Company copper facilities to provide the service. The Company will not provision this service on facilities which are not suitable for ADSL.

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SECTION 3 - SERVICE DESCRIPTION, Continued**3.8 LOCAL EXCHANGE - DATA SERVICES, Continued****3.8.3 ADSL, Continued****A. Service Description, Continued**

The Company does not undertake to originate data, but offers the use of its service components, where available, to customers for the purpose of transporting customer-originated data.

ADSL will be provided subject to the availability and limitations of Company wire centers and outside plant facilities and is only available where technical capabilities permit such facility distance and type of physical plant.

B. Responsibility of the Company

The Company will provision and maintain ADSL service for the customer up to and including the Network Interface Device (NID).

C. Rights of the Company

The Company will not provision ADSL service if the Company reasonably determines that (a) it is not technically feasible over existing facilities or (b) it will cause interference problems with existing services.

During the Company's network maintenance and software updates period, it may be necessary to place the ADSL wire center out of service. The Company reserves the right to temporarily interrupt ADSL Service at other times in emergency situations.

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SECTION 3 - SERVICE DESCRIPTION, Continued

3.8 LOCAL EXCHANGE - DATA SERVICES, Continued

3.8.3 ADSL

D. Responsibility of the Customer

The customer is responsible for providing compatible customer provided equipment (CPE) that is used for connection to ADSL Service.

The customer is responsible for providing the Company with the necessary information (e.g., Data Link Connection Identifier(s) (DLCI), Permanent Virtual Circuit (PVC) and/or Internet Protocol) to provision ADSL Service.

The customer ordering ADSL Service on behalf of its subscribers must obtain a letter of agency.

The customer will be responsible for obtaining permission from its subscriber(s) for the Company's agents or employees to enter the customer's designated location(s) at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of the service, removing the service components of the Company.

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SECTION 3 - SERVICE DESCRIPTION, Continued

3.8 LOCAL EXCHANGE - DATA SERVICES, Continued

3.8.3 ADSL

E. Rate Regulations

1. Rate Elements

A nonrecurring charge and a monthly rate apply for the installation of ADSL Service. The nonrecurring charge is also applicable when changing bandwidth.

ADSL Service is available in two service level packages, and is based on the "downstream and upstream" speeds chosen by the customer. The service levels are as follows: The Platinum Plus is available for multi-user applications. A customer may have multiple packages.

| <u>Downstream</u> | <u>Upstream</u> |
|--|-----------------|
| Up to 1.5 Mbps, guaranteed at 384 Kbps | 128 Kbps |
| Up to 6 Mbps, guaranteed at 1.5 Mbps | 384 Kbps |

Data speeds set forth above are peak periods. Actual speeds may be affected by loop distance and other factors, therefore, data speeds are not guaranteed.

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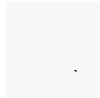
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SECTION 4 – RATES AND CHARGES

4.1 Local Exchange Service

| <u>Package</u> | <u>Monthly</u> | <u>Non-recurring Charges Line Install</u> | <u>Non-recurring Charges Order Charge</u> |
|----------------|----------------|---|---|
| Basic | \$14.95 | \$43.95 | \$35.00 |



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SECTION 4 – RATES AND CHARGES, Continued**4.2 Miscellaneous Rates and Charges for presubscribed customer only.**

| | <u>Per Use</u> |
|---|----------------|
| Basic Directory Listings | Free |
| Additional Listings | \$ 1.50 |
| Additional Line Listings | \$ 1.50 |
| Private Listings (No Listings or Directory Assistance) | \$ 1.75 |
| Caption Listings | \$ 4.00 |
| Directory Assistance Listings | \$ 0.80 |
| <u>Operator Services (Per Call):</u> | |
| Busy Line Verification | \$ 1.55 |
| Operator Verification/Interrupt Service | \$ 1.40 |
| Third Number Billed | \$ 1.50 |
| Collect | \$ 1.50 |
| Person-to-Person | \$ 3.40 |
| Station-to-Station | \$ 1.20 |
| <u>Operator Services (Per Min.)</u> | \$.50 |
| 911 Emergency Service | Free |
| Directory Assistance (After 3 free inquiries per month) | \$1.50 |
| Directory Assistance Call Completion | \$1.50 |
| Additional Labor, Engineering: | |
| Per First half hour | \$ 35.00 |
| Per Additional half hour | \$ 25.00 |

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SECTION 4 – RATES AND CHARGES, Continued

4.3 DATA SERVICES – RATES AND CHARGES

4.3.1 Frame Relay Service (FRS)

The following rates and charges apply to intraLATA FRS in those LATAs where technical capability is available.

A. FRS Access Links (Local Loops)

The rates and charges for access services AND (DS0) 56 Kbps, xDSL Service (DS1) 1.549 Mbps, (DS2) 6.312 Mbps and (DS3) 44.736 Mbps, are found the published tariffs of the relevant ILEC to furnish such access service, as the same are on file with the Public Service Commission of the state of Florida.

| | <u>Installation Charge</u> | <u>Monthly Rate</u> |
|--|--------------------------------|-------------------------|
| B. <u>FRS Access Port Termination - Per Port</u> (Port charge includes the first DLCI) | | |
| 56 Kbps | \$ 375.00 | \$ 75.00 |
| 128 Kbps | 375.00 | 150.00 |
| 384 Kbps | 375.00 | 400.00 |
| 1,536 Mbps | 375.00 | 500.00 |
| 37 Mbps | 1500.00 | 4800.00 |

C. DLCI - Per Port (rate for each DLCI)

| | | |
|--------------|------|-------|
| 1 | None | None |
| 2-6 | None | 15.00 |
| 7-11 | None | 10.00 |
| 12 and above | None | 5.00 |

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SECTION 4 – RATES AND CHARGES, Continued

4.3 Miscellaneous Rates and Charges

4.3.1 FRAME RELAY SERVICE (FRS)

| | <u>Installation Charge</u> | <u>Monthly Rate</u> |
|----------------------------|--------------------------------|-------------------------|
| D. <u>Optional Feature</u> | | |
| Traffic Detail | 50.00 | 15.00 |
| E. <u>Change Charge</u> | | |

This charge applies when the customer makes a change to the port termination speed and there is no change to the access link. Changing the speed of the access link will incur an installation charge for the new access link and an installation charge for the new port termination.

| | <u>Installation Charge</u> |
|--------------------------|--------------------------------|
| Change Charge - per port | \$30.00 |

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SECTION 4 – RATES AND CHARGES, Continued**4.3 DATA SERVICES – RATES AND CHARGES**

4.3.2 ISDN

| | | <u>Installation Charge</u> | <u>Monthly Rate</u> |
|----|--|--------------------------------|-------------------------|
| 1. | ISDN-BRI Basic Service - Each ISDN | \$125.00 | \$20.00 |
| 2. | ISDN-BRI Optional Packet Data Device - Each Device | \$ 25.00 | \$ 5.00 |

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