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RUTLEDGE, ECENIA, PURNELL & HOFFMAN

PROFESSIONAL ASSOCIATION
ATTORNEYS AND COUNSELORS AT LAW

ORIGINAL

STEPHEN A. ECENIA
RICHARD M. ELLIS
KENNETH A. HOFFMAN
LORENA A. HOLLEY
MICHAEL G. MAIDA
MARTIN P. McDONNELL
J. STEPHEN MENTON

POST OFFICE BOX 551, 32302-0551
215 SOUTH MONROE STREET, SUITE 420
TALLAHASSEE, FLORIDA 32301-1841

TELEPHONE (850) 681-6788
TELECOPIER (850) 681-6515

R. DAVID PRESCOTT
HAROLD F. X. PURNELL
MARSHA E. RULE
GARY R. RUTLEDGE
MAGGIE M. SCHULTZ
GOVERNMENTAL CONSULTANTS
MARGARET A. MENDUNI
M. LANE STEPHENS

February 24, 2004

Ms. Blanca S. Bayo
Director, Division of the Commission Clerk
and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399

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COMMISSION
CLERK

RE: Approval of Resale Agreement Between GT Com
and Dialtone Telecom L.L.C.

Dear Mrs. Bayo:

Please find enclosed for filing and approval the original and two copies of the Resale Agreement between GTC, Inc. d/b/a/ GT Com and Dialtone Telecom, L.L.C.

Please do not hesitate to call if you have any questions or require further information.

Sincerely,

Marsha E. Rule

cc: (without enclosure)
R. Mark Ellmer, GTC, Inc.
Jack M. Monroe, Dialtone Telecom L.L.C.

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RESALE AGREEMENT
BETWEEN
GT COM
AND DIALTONE TELECOM L.L.C.

January 19, 2005

DOCUMENT NUMBER - DATE

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**RESALE AGREEMENT
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RESALE AGREEMENT

Agreement Between GTC, Inc. and Dialtone Telecom Regarding the Sale of GTC, Inc. Services to Dialtone Telecom For The Purpose of Resale

This Agreement ("Agreement") is between GTC, Inc. d/b/a GT Com ("GT Com" or "Company"), a Florida corporation, and Dialtone Telecom, LLC ("Dialtone Telecom"), a Florida Limited Liability Corporation, hereinafter individually, a "Party" and collectively, "the Parties", entered into this 19th day of January , 2005

WITNESSETH

WHEREAS, GT Com is a local exchange telecommunications company authorized to provide telecommunications services in the state of Florida; and

WHEREAS, Dialtone Telecom is or seeks to become an alternative local exchange telecommunications company authorized to provide telecommunications services in the state of Florida; and

WHEREAS, Dialtone Telecom desires to resell GT Com telecommunications services; and

WHEREAS, GT Com has agreed to provide such services to Dialtone Telecom for resale purposes and pursuant to the terms and conditions set forth herein;

Therefore, for and in consideration of the mutual premises and promises contained herein, GT Com and Dialtone Telecom agree as follows:

I. Definitions

A. For purposes of this Agreement, the following terms, whether or not capitalized, shall have the following meanings (all terms defined in the singular to have the same meaning when used in the plural and vice versa):

1. ACT Means the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996.
2. ALTERNATIVE LOCAL EXCHANGE COMPANY (ALEC) means a telephone company certified by a Commission to provide local exchange service within the Company's franchised area.
3. CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or

discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.

4. COMMISSION means the commission, board, or official (by whatever name designated) which under the laws of Alabama, Florida and Georgia has regulatory jurisdiction with respect to intrastate operations of Carriers. As referenced in this party, this term may include the Federal Communications Commission if it assumes the responsibility of the state commission, pursuant to section 252(e)(5) of the Act. This term shall also include any person or persons to whom the state commission has delegated its authority under sections 251 and 252 of the Act.

5. DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by the Company.

6. END USER means the ultimate user of the telecommunications services.

7. END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the telecommunications services.

8. FCC means Federal Communications Commission

9. NEW SERVICES means functions, features or capabilities that are not currently offered by GT Com. This includes packaging of existing services or combining a new function, feature or capability with an existing service.

10. RESALE means an activity wherein a certified ALEC, such as Dialtone Telecom, subscribes to the telecommunications services of the Company and then re-offers those telecommunications services to the public (with or without "adding value").

11. RESALE SERVICE AREA means the area, as defined in a Commission approved certificate of operation, within which an ALEC, such as Dialtone Telecom, may offer re-sold local exchange telecommunications service.

12. TELECOMMUNICATIONS SERVICES shall have the meaning set forth in 47 USC § 153(6).

13. WHOLESALE SERVICE means Telecommunication Services that GT Com provides at retail to subscribers who are not telecommunications Carriers as set forth in 47 USC § 251 (c)(4).

B. The Parties acknowledge that terms may appear in this Agreement which are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement or, as applicable, as such term is defined in the Act.

II. Term and Termination of Agreement

A. The term of this agreement shall be two years beginning January 19, 2005 and shall apply to all of GT Com's service territory as of January 19, 2005 in the state of Florida.

B. This agreement shall be automatically renewed for an additional one year period unless either Party indicates its intent not to renew the Agreement. Notice of such intent must be provided, in writing, to the other Party no later than 60 days prior to the end of the then-existing contract period. Unless a party notifies the other party of its intent not to renew this Agreement in accordance with the preceding provisions, the terms of this Agreement shall remain in effect after the term of the existing agreement has expired and while a new agreement is being negotiated.

C. Either party may terminate this agreement at any time by providing written notice of termination to the other party, such written notice to be provided at least 90 days in advance of the date of termination. In the event of such termination, service arrangements made available under this Agreement and existing at the time of termination shall continue without interruption under either (a) a new agreement executed by the Parties, or (b) standard terms and conditions contained in GT Com's tariff or other substitute document that are approved and made generally effective by the Commission or the FCC.

D. In the event of a default, the non-defaulting Party may terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within 60 days after written notice thereof. Default is defined to include:

1. Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party; or
2. Either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due.

E. Notwithstanding anything herein to the contrary, should GT Com sell or trade substantially all the assets in an exchange or group of exchanges that GT Com uses to provide Telecommunications Services, this Agreement shall terminate as of the closing date of such sale or trade.

F. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.

III. Resale of Local Exchange and Toll Telecommunications Services

A. Scope

1. Dialtone Telecom may resell the tariffed local exchange and toll telecommunications services of GT Com contained in the General Subscriber Service Tariff and Private Line Service Tariff subject to the terms and conditions specifically set forth herein. Services that are not retail Telecommunications Services and, thus, are not covered by this Agreement and not available for resale at wholesale prices include, but are not limited to, Voice Mail/Message Line, Paging, Inside Wire Installers and Maintenance, CMRS services, Lifeline services and similar government programs (underlying Telecommunications Service will be resold but Dialtone Telecom must qualify its offering for these programs), promotions of less than (ninety) 90 days and Employee Concessions. The exclusions and limitations on services available for resale will be as set forth in Exhibit A to this Agreement, attached hereto and incorporated herein by this reference. In addition, Dialtone Telecom may not purchase telecommunications services at the wholesale rate for its own use.

2. Except as set forth herein and as may be allowed by the FCC or Commission, GT Com shall not place conditions or restrictions on Dialtone Telecom resale of wholesale regulated Telecommunications Services, except for restrictions on the resale of residential service to other classifications (e.g., residential service to business customers) and for promotions of 90-days or less in length. Every regulated retail service rate, including promotions over 90-days in length, discounts, and option plans will have a corresponding wholesale rate. GT Com will make wholesale service offerings available for all new regulated services at the same time the retail service becomes available.

3. GT Com will make any service grandfathered to an end user or any Individual Case Basis ("ICB") service available to Dialtone Telecom for resale to that same end user at the same location(s) and will provide any legally required notice or a 30-days notice, whichever is greater, to Dialtone Telecom prior to the effective date of changes or discontinuation of any product or service that is available for resale hereunder.

4. The provision of services by GT Com to Dialtone Telecom does not constitute a joint undertaking for the furnishing of any service.

5. GT Com will continue to provide Primary Interexchange Carrier ("PIC") processing for those end users obtaining resold service from Dialtone Telecom. GT Com will bill and Dialtone Telecom will pay any PIC change charges. GT Com will only accept said requests for PIC changes from Dialtone Telecom and not from Dialtone Telecom end users.

6. DIALTONE Telecom will be the customer of record for all services purchased from GT Com. Except as specified herein, the Company will take orders from, bill and expect payment from DIALTONE Telecom for all services.

B. General Service Provisions

1. DIALTONE Telecom will be the Company's single point of contact for all services purchased pursuant to this Agreement. The company shall have no contact with the end user except to the extent provided for herein.

2. The Company will continue to bill the end user for any services that the end user specifies it wishes to receive directly from the Company.

3. The company maintains the right to serve directly any end user within the service area of DIALTONE Telecom. The Company will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of DIALTONE Telecom.

4. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

5. Current telephone numbers may normally be retained by the end user. However, telephone numbers are the property of the Company and are assigned to the service furnished. DIALTONE Telecom has no property right to the telephone number or any other call number designation associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever the Company deems it necessary to do so in the conduct of its business.

6. The company may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to DIALTONE Telecom.

7. Service is furnished subject to the condition that it will not be used for any unlawful purpose.

8. Any service may be discontinued if any law enforcement agency or legal counsel to the Company advises the Company that the service being used is in violation of the law.

9. The company may refuse service when it has grounds to believe that service will be used in violation of the law.

10. The company accepts no responsibility to any person for any unlawful act committed by DIALTONE Telecom or its end users.

11. The Company intends to cooperate fully with law enforcement agencies and to comply with subpoenas and court orders. Law enforcement agency subpoenas and court orders regarding end users of Dialtone Telecom will be directed to Dialtone Telecom. The Company will bill Dialtone Telecom for implementing and requests by law enforcement agencies regarding Dialtone Telecom or its end users.

12. The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than the Company (including without limitation Dialtone Telecom and its end users) shall not:

- a) Interfere with or impair service over any facilities of the Company, its affiliates, or its connecting and concurring carriers involved in its services;
- b) Cause damage to the Company's plant;
- c) Impaired the privacy of any communications; or
- d) Create hazards to any employees of the Company, its affiliates, for connecting and concurring carriers involved in the Company's services or the public.

13. Dialtone Telecom shall notify the Company immediately regarding less than standard operations with respect to services provided by Dialtone Telecom.

14. Facilities and/or equipment utilized by GT Com to provide service to Dialtone Telecom shall remain the property of GT Com.

15. White page directory listings will be provided in accordance with regulations set forth in the General Subscriber Service Tariff and will be available for resale.

16. GT Com Inside Wire Maintenance Plans may be made available for resale at rates, terms and conditions as set forth by GT Com and without the wholesale discount.

17. Dialtone Telecom agrees that its resale of GT Com services shall be as follows:

- a) The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.

b) Hotel and Hospital PBX service are the only telecommunication services available for resale to Hotel/Motel and Hospital end users, respectively. Shared Tenant Service customers can only be sold those telecommunication services available in the Company's shared Tenant Service Tariffs.

c) If telephone service is established and it is subsequently determined that the class of service restriction has been violated, Dialtone Telecom will be notified and billing for that service will be immediately changed to the appropriate class of service. Service charges for changes between class of service, back billing, and interest as described in this subsection shall apply at the Company's sole discretion. Interest at a rate of 18% annually compounded daily for the number of days from the back billing date and including the date that Dialtone Telecom actually makes the payment to the Company may be assessed.

d) The Company reserves the right to periodically audit services purchased by Dialtone Telecom to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Dialtone Telecom shall make any and all records and data available to the Company or the Company's auditors on a reasonable basis. The Company shall bear the cost of said audit, except as follows. If the audit reveals inappropriate usage by (i) Dialtone Telecom or (ii) by any Dialtone Telecom end user and if Dialtone Telecom knew or reasonably should have known of such inappropriate use, then Dialtone Telecom shall reimburse GT Com for the costs of the audit in addition to GT Com's other remedies.

18. Resold services may only be used in the same manner as specified in the Company's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of the Company in the appropriate section of the Company's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Resold services may not be used to aggregate traffic from more than one end user customer, except as specified in the Company's Tariff referring to Shared Tenant Service.

19. Dialtone Telecom may resell services only within the specific resale service area as defined in its certificate.

20. Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

21. No patent, copyright, trademark, service mark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Dialtone Telecom is strictly prohibited from any use, including but not limited to sales, marketing or

advertising, of any GT Com name, trademark or service mark or other proprietary right. This paragraph shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.

C. Pricing

1. GT Com shall make available to Dialtone Telecom telecommunications services for resale at the rates set forth in Exhibit B. to this Agreement and subject to the exclusions and limitations set forth in Exhibit A to this Agreement. GT Com does not, however, waive its rights to appeal or otherwise challenge any decision regarding resale that results in the discount rates contained in Exhibit B or the exclusions or limitations contained in Exhibit A. GT Com reserves the right to pursue any and all legal and/or equitable remedies, including appeals of any such decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the Parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal for challenge. Additional rates for new or additional services shall be added at the time said new or additional services are offered.

2. The rates set forth in Exhibit B shall be at a discount rate off the GT Com retail rate for telecommunications services. The discount shall reflect the costs avoided by GT Com when selling a service for wholesale purposes.

D. Provisioning

1. GT Com will provide customer record information to the Dialtone Telecom provided the Dialtone Telecom has the appropriate Letter(s) of Authorization. GT Com may provide customer record information via one of the following methods: U.S. mail or by facsimile. Dialtone Telecom agrees to compensate GT Com, for all GT Com, incurred expenditures associated with providing such information to Dialtone Telecom. Dialtone Telecom will adopt and adhere to the GT Com guidelines associated with each method of providing customer record information.

2. Dialtone Telecom and GT Com may order Primary Local Carrier ("PLC") and Primary Interexchange Carrier ("PIC") record changes using the same order process and on a unified order (the "LSR").

3. A general Letter of Agency ("LOA") initiated by Dialtone Telecom and GT Com will be required to process a PLC or PIC change order. No LOA signed by the end user will be required to process a PLC or PIC change ordered by Dialtone Telecom or GT Com. Dialtone Telecom and GT Com agree that PLC and PIC change orders will be supported with appropriate documentation and verification as required by FCC and Commission rules. In the event of a subscriber complaint of an unauthorized PLC record change where the Party that ordered such change

is unable to produce appropriate documentation and verification as required by FCC and Commission rules (or, if there are no rules applicable to PLC record changes, then such rules as are applicable to changes in long distance carriers of record), such Party shall be liable to pay and shall pay all nonrecurring charges associated with reestablishing the subscriber's local service with the original local carrier.

4. Each Party will provide the other, if requested, as agent of the end user customer, at the time of the PLC order, current "As is" pre-ordering/ordering information relative to the end user consisting of local features, products, services, elements, combinations, and any customer status qualifying the customer for a special service (e.g. DA exempt, lifeline, etc.) provided by the Party to the end user. Dialtone Telecom is responsible for ordering the Telecommunications Services desired by the end user customer.

5. Until such time as numbering is administered by a third party, subject to availability GT Com shall provide Dialtone Telecom the ability to obtain telephone numbers from GT Com, and to assign these numbers with Dialtone Telecom customer. This includes vanity numbers. Reservation and aging of numbers remain the responsibility of GT Com. Dialtone Telecom shall pay GT Com the reasonable administrative costs of this function.

6. GT Com will direct Dialtone Telecom customer to Dialtone Telecom for requests changing their Dialtone Telecom service. GT Com shall process all PIC changes provided by Dialtone Telecom on behalf of IXC's. If PIC changes are received by GT Com directly from IXC's, GT Com shall reject the PIC change back to the IXC with the OCN of Dialtone Telecom in the appropriate field of the industry standard CARE record.

IV. Network Maintenance and Management

A. The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange appropriate information (e.g. maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, etc.) to achieve this desired reliability.

B. Each Party shall provide a 24 hour contact number for network traffic management issues to the other's surveillance management center. A fax number must also be provided to facilitate the event notifications for planned mass calling events.

C. Dialtone Telecom will be the Company's single point of contact for all repair calls on behalf of Dialtone Telecoms end users. The parties agree to provide one another with toll-free contact numbers for such purposes.

D. Dialtone Telecom will contact the appropriate repair centers in accordance with procedures established by the company.

E. For all repair requests, Dialtone Telecom agrees to adhere to the Company's prescreening guidelines prior to referring the trouble to the Company.

F. Dialtone Telecom agrees to notify the Company of situations that arise that may result in a service problem.

G. Dialtone Telecom has the duty to alert GT Com to any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance affecting more than twenty-five percent (25%) of either Party's circuits in any exchange as soon as reasonably possible.

H. The Parties agree to provide each other reasonable notice of changes including the information necessary for the transmission of services using that local exchange carrier's facilities or networks, as well as other changes that would affect the interoperability of those facilities and networks. Correct LERG data is considered part of this requirement.

I. Services resold under the Company's Tariff and facilities and equipment provided by the Company shall be maintained by the Company.

J. Dialtone Telecom or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

K. GT Com will ensure that all applicable alarm systems that support Dialtone Telecom end users are operational and the support databases are accurate. GT Com will respond to Dialtone Telecom customer alarms consistent with how and when they respond to alarms for their own customers.

L. The Company will bill Dialtone Telecom for handling troubles that are found not to be in the Company's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what GT Com charges to its retail customers for the service.

M. The company reserves the right to contact Dialtone Telecom end users, if deemed necessary, for maintenance purposes.

V. Establishment of Service

A. After receiving certification as a local exchange company from the appropriate regulatory agency, Dialtone Telecom will provide the appropriate Company service center the necessary documentation to enable the Company to establish a master account

for Dialtone Telecom. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number (“OCN”) assigned by the National Exchange Carriers Association (“NECA”) and a tax exemption certificate, if applicable. When necessary deposit requirements are met, the Company will begin taking orders for the resale of service.

B. Service orders will be in such standard format as is designated by the Company from time to time.

C. When notification is received from Dialtone Telecom that a current customer of the Company will subscribe to Dialtone Telecoms service, standard service order intervals for the appropriate class of service will apply.

D. The company may require end user confirmation prior to establishing service for Dialtone Telecoms end user customer. Dialtone Telecom also must, however, be able to demonstrate end user authorization upon request.

E. Dialtone Telecom will be the single point of contact with the Company for all subsequent ordering activity resulting in additions or changes to resold services, except that the Company will accept a request directly from the end user for conversion of the end user’s service from Dialtone Telecom to the Company or will accept a request from another ALEC for conversion of the end user’s service from the Dialtone Telecom to the other ALEC.

F. If the Company determines that an unauthorized change in local service to Dialtone Telecom has occurred, the Company will reestablish service with the appropriate local service provider and will assess Dialtone Telecom, as the ALEC initiating the unauthorized change, the unauthorized PIC change charge described in GT Com’s Interstate Access Services Tariff. Appropriate nonrecurring charges, as set forth in the General Subscriber Service Tariff, will also be assessed to Dialtone Telecom. These charges can be adjusted if Dialtone Telecom provides satisfactory proof of authorization.

G. The company may, at any time, in order to safeguard its interest, require Dialtone Telecom to make a deposit to be held by the Company as a guarantee of the payment of rates and charges, unless satisfactory credit has already been established. For these purposes, the Company shall determine from time to time, in its sole discretion, whether satisfactory credit is established by Dialtone Telecom. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. The deposit may not exceed two months’ estimated billing.

H. The fact that a deposit has been made in no way relieves Dialtone Telecom from complying with the Company’s regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.

I. The Company reserves the right to increase the deposit requirements when, in its sole judgment, the conditions justify such action.

J. In the event that Dialtone Telecom defaults on its account, service to Dialtone Telecom will be terminated, and any deposits held will be applied to its account.

K. In the case of a cash deposit; interest at a rate as set forth in the appropriate GT Com Tariff shall be paid to Dialtone Telecom during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to Dialtone Telecom on or before the accrual date.

VI. Payment and Billing Arrangements

A. When the initial service is ordered by Dialtone Telecom, the Company will establish an accounts receivable master account a Dialtone Telecom.

B. The Company shall bill Dialtone Telecom on a current basis all applicable charges and credits.

C. Payment of all charges will be the responsibility of Dialtone Telecom. Dialtone Telecom shall make payment to the Company for all services billed. The Company is not responsible for payments not received by Dialtone Telecom from Dialtone Telecoms customers. The Company will not become involved in billing disputes that may arise between Dialtone Telecom and its customer. Payments made to the Company as payment on account will be credited to an accounts receivable master account and not to an end user's account.

D. The Company will render bills each month on established bill days for each of Dialtone Telecoms accounts.

E. The Company will bill Dialtone Telecom, in advance, charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. GT Com will also bill charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, to Dialtone Telecom.

F. Each payment by Dialtone Telecom will be due twenty (20) days from the billing date to and shall be payable in immediately available funds. Payment is considered to have been made when received by the Company. If the payment due date falls on a Sunday or on a GT Com recognized Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-holiday day preceding

such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in paragraph 1. shall apply.

G. Upon proof of tax exempt certification from Dialtone Telecom, the total amount billed to Dialtone Telecom will not include any taxes due from the end user. Dialtone Telecom will be solely responsible for the computation, tracking, reporting and payment of all Federal, state and/or local jurisdiction taxes associated with the services resold to the end user.

H. As the customer of record, Dialtone Telecom will be responsible for, and remit to the Company, all franchise fees, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) and any other charges of a similar nature.

I. If any portion of the payment is received by the Company after the payment due date as defined in paragraph F above, or if any portion of the payment is received by the Company in funds that are not immediately available to the Company, then a late payment penalty shall become due and payable by Dialtone Telecom to the Company. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be the lesser of one and one-half percent (1½%) per month of the balance due or the maximum amount allowed by law, until the amount due including late payment charges is paid in full.

J. Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, the Company. No additional access charges are to be assessed to Dialtone Telecom.

K. The company will not perform billing and collection services for Dialtone Telecom as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group designated by the Company.

L. Pursuant to 47 CFR Section 51.617, the Company will bill Dialtone Telecom end user common line charges identical to the end user common line charges the Company bills its end users.

M. In general, the Company will not become involved in disputes between Dialtone Telecom and Dialtone Telecoms' end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of the Company, Dialtone Telecom shall contact the designated Service Center for resolution. The Company will make every effort to assist in the resolution of the dispute and will work with Dialtone Telecom to resolve the matter in as timely a manner as possible. Dialtone Telecom may be required to submit documentation to the Company to substantiate the claim.

VII. Discontinuance of Service

A. The procedures for discontinuing service to an end user are as follows:

1. Where possible, the Company will deny of service to Dialtone Telecoms' end user on behalf of, and at the request of, Dialtone Telecom. Upon restoration of the end user's service, restoration charges will apply and will be the responsibility of Dialtone Telecom.
2. At the request of Dialtone Telecom, the Company will disconnect an Dialtone Telecom end user customer, provided, this shall not prevent the Company from directly providing services to the end user, if the end user requests such service.
3. All request by Dialtone Telecom for denial or disconnection of an end user for nonpayment must be in writing.
4. Dialtone Telecom will be solely responsible for notifying the end user of the proposed disconnection of the service.
5. The Company will advise Dialtone Telecom when it is determined that annoyance calls are originated from one of Dialtone Telecoms' end user's locations. The Company shall be indemnified, defended and held harmless by Dialtone Telecom and/or the responsible end user against any claim, loss or damage arising from providing this information to Dialtone Telecom. It is the responsibility of Dialtone Telecom to take the corrective action necessary with its customers who make annoying calls. Failure to do so or persistence of the annoying calls may result in the Company's disconnecting the end user's service.

B. The procedures for discontinuing service to Dialtone Telecom are as follows:

1. The Company reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Dialtone Telecom of the rules and regulations of the Company's Tariffs.
2. If payment of account is not received by the twentieth day following the billing date, the Company may provide written notice to Dialtone Telecom that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If the Company does not refuse additional applications for service on the date specified in the notice and Dialtone Telecoms' noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service without further notice.

3. If payment of account is not received, or arrangements made, by the fifteenth day following the date of the notice, the account will be considered in default and will be subject to denial or disconnection, or both.

4. If Dialtone Telecom fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times herein specified, the Company may, on thirty days, written notice to the person designated by Dialtone Telecom to receive notices on noncompliance, discontinue the provision of existing services to Dialtone Telecom at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the thirty days notice and Dialtone Telecom noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to Dialtone Telecom without further notice.

5. If payment is not received or arrangements made for payment by the date given in the written notification, Dialtone Telecoms' services will be discontinued. Upon discontinuance of service on Dialtone Telecoms' account, service to Dialtone Telecom end users will be denied. The Company will also reestablish service at the request of the end user or Dialtone Telecom upon payment of the appropriate connection fee and subject to the Company's normal application procedures. Dialtone Telecom is solely responsible for notifying the end user of the proposed disconnection of service.

6. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, such end user's service will be discontinued.

VIII. Additional Responsibilities of the Parties

A. Cooperation on Fraud

1. The parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

2. At a minimum, such cooperation shall include, when allowed by law or regulation, providing to the other Party, upon request, information concerning any end user who terminate services to that Party without paying all outstanding charges, when such end user seeks service from the other Party. Where required, it shall be the responsibility of the Party seeking such information to secure the end user's permission to obtain such information.

B. Law Enforcement and Civil Procedure

1. Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with a customer of the other Party, it shall refer such request to the Party that serves such customer, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the other Party's facilities, in which case that Party shall comply with any valid request. Charges for the intercept shall be at GT Com's applicable charges.
2. If a Party receives a subpoena for information concerning an end user the Party knows to be an end user of the other Party, it shall refer the subpoena back to the requesting Party with an indication that the other Party is the responsible Company, unless the subpoena requests records for a period of time during which the Party was the end user's service provider, in which case the Party will respond to any valid request.
3. If a Party receives a request from a law enforcement agency for temporary number change, temporary disconnect or one-way denial of outbound calls for an end user of the other Party by the receiving Party's switch, that Party will comply with any valid emergency request. Neither Party shall be held liable for any claims or damages arising from compliance with such requests on behalf of the other Party's end user and the Party serving such end user agrees to indemnify and hold the other Party harmless against any and all such claims.

IX. Treatment of Proprietary and Confidential Information

A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data and like information (hereinafter collectively referred to as "Information"). Both parties agree that all Information shall either be in writing or other tangible format and clearly marked with a confidential, private or proprietary legend, or, when the Information is communicated orally, it shall also be communicated that the Information is confidential, private or proprietary. The Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

B. Notwithstanding the foregoing, both Parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; 3) previously known to the receiving Party without an obligation to keep it confidential; 4) rightfully acquired by the receiving Party free of restrictions on its disclosure; or 5) requested by a governmental agency, provided that the Party upon whom the request is made shall notify the Party who originally provided the Information at least seven (7) days prior to its release to the agency.

C. In the event a Party is required to immediately disclose to the Florida Public Service Commission Information provided by the other Party, the Party upon whom the disclosure requirement rests shall file with the Commission a Notice of Intent to Request Confidential Classification regarding such Information and notify the other Party of the other Party's need to prepare a request for a protective order or request for confidential classification.

D. Each Party agrees that the Party providing Information would be irreparably injured by a breach of this Section IX by the other Party or its representatives and that the Party providing Information shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this Section IX. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

E. Neither Party shall produce, publish, or distribute any press release or other publicity referring to this Agreement, without the prior written approval of the other Party. Each Party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

F. Except as otherwise expressly provided in this Section, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation Section 222 of the Act.

X. Force Majeure

Neither Party will be liable or deemed to be in default for any delay or failure in performance under this Agreement for an interruption in service for which it had no control resulting directly or indirectly by reason of fire, flood, earthquake, or like acts of God, explosion, war, or other violence, strikes or work stoppages, or any requirement of a governmental agency, or cable cut by a third party, provided the Party so affected (a) Takes all reasonable steps to avoid or remove such cause of non-performance, (b) Provides immediate notice to the other Party setting forth the nature of such claimed

event and the expected duration thereof, and (c) Resumes provision of service promptly whenever such causes are removed.

XI. Limitation of Liability

A. Neither Party shall be responsible to the other for any indirect, incidental, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue, loss of good will, loss of customers, or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, provided that the foregoing shall not limit a Party's obligation under XII to indemnify, defend, and hold the other Party harmless against amounts payable to third parties. Notwithstanding the foregoing, in no event shall GT Com's liability to Dialtone Telecom for a service outage exceed an amount equal to the proportionate charge for the service(s) or unbundled element(s) provided for the period during which the service was affected.

B. Neither party shall be liable to the other for any omission of any other telecommunications company providing a portion of service, nor shall either Party hold liable any other telecommunications company providing a portion of a service for any act or omission of Company or Dialtone Telecom.

C. Neither Party assumes liability for the accuracy of the data provided to it by the other Party.

D. The liability of the Company for damages arising out of mistakes, omissions, interruptions, preemptions, delays errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of Dialtone Telecom, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to Dialtone Telecom for the period of service during which such mistake, omission, interruption, preemption, delay, error or defect in transmission or defect or failure in facilities occurs. The Company shall not be liable for damages arising out of mistakes, omission, interruptions, preemptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, preemption, delay, error, defect in transmission or injury occurs) or (2) not prevented by customer-provided equipment but which would have been prevented had Company-provided equipment been used.

E. Dialtone Telecom accepts responsibility for providing access for maintenance purposes of any service resold under the provisions of this Tariff. The Company shall not be responsible for any failure on the part of DIALTONE TELECOM with respect to any end user of DIALTONE TELECOM.

F. When the lines or services of other companies and DIALTONE TELECOM are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or Carriers.

XII. Indemnification

A. The Company shall be indemnified and saved harmless by DIALTONE TELECOM against any and all claims, actions, causes of action, damages, liabilities, or demands (including the costs, expenses and reasonable attorneys' fees, on account thereof) of whatever kind of nature that may be made by any third party as a result of the Company's furnishing of service to DIALTONE TELECOM.

B. The Company shall be indemnified, defended and held harmless by DIALTONE TELECOM and/or the end user against any claim, loss or damage arising from the use of services offered for resale involving:

1. Claims for libel, slander, invasion of privacy or infringement of copyright arising from DIALTONE TELECOMS' or end user's own communications.
2. Claims for patent infringement arising from acts combining or using Company services in connection with facilities or equipment furnished by the end user or DIALTONE TELECOM.
3. All other claims arising out of an act or omission of DIALTONE TELECOM or its end user in the course of using services.

C. DIALTONE TELECOM agrees to indemnify and hold harmless GT Com from all claims and damages arising from DIALTONE TELECOMS' discontinuance of service to one of its end users for nonpayment.

D. agrees to indemnify and hold harmless GT Com from all claims, damages and Commission imposed costs, fines or penalties arising from DIALTONE TELECOMS' improper PLC or PIC change order, DIALTONE TELECOM causing GT Com to make an unauthorized PLC or PIC change order, or DIALTONE TELECOM' failure to comply with FCC and Commission rules regarding PLC and PIC record changes.

E. In addition to its indemnity obligations hereunder, DIALTONE TELECOM shall provide, in its tariffs and contracts with its customers that relate to any Telecommunications Service or Network Element provided or contemplated under this Agreement, that in no case shall DIALTONE TELECOM or any of its agents, contractors or others retained by DIALTONE TELECOM

be liable to any customer or third party for (i) any loss relating to arising out of this Agreement, whether in contract or tort, that exceeds the amount Dialtone Telecom would have charged the applicable Customer for the service(s) or function(s) that gave rise to such loss, or (ii) Consequential Damages (as defined in XI above).

XIII. Assignment

A. If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed Dialtone Telecom or GT Com and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.

B. Except as herein before provided, and except to an assignment confined solely to moneys due or to become due, any assignment of this Agreement or of the work to be performed, in whole or in Party, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed, shall be void. It is expressly agreed that any assignment of moneys shall be void to the extent that it attempts to impose additional obligations other than the payment of such moneys on the other Party of the assigned additional to the payment of such moneys.

XIV. Dispute Resolution

Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of this Agreement or as to the proper implementation of this Agreement, the parties will petition the applicable state Public Service Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by that Public Service Commission concerning this Agreement.

XV. Limitation of Use

The parties agree that this Agreement shall not be proffered by either Party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other Party in that jurisdiction or for any other purpose.

XVI. Waivers

Any failure by either Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XVII. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, without regard to its conflict of laws principles.

XVIII. Arms Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

XIX. Notices

Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

GT Com
External Affairs Manager
502 Fifth Street
Port St. Joe, Florida 32456

Dialtone Telecom LLC.
Jack M. Munroe
1521 W. Washington St.
Quincy, Florida 32351

or at such other address as the intended recipient shall have designated by at least five days prior written notice to the other Party.

XX. Headings

The headings in this Agreement are inserted for convenience and identification only and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement.

XXI. Execution

This Agreement may be executed in one or more counterparts, all of which taken together will constitute one and the same instrument.

XXII. Benefit

The Parties agree that this Agreement is for the sole benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party, including any customer of either Party, and there are no third party beneficiaries to this Agreement or any part or specific provision of this Agreement.

XXIII. Survivorship

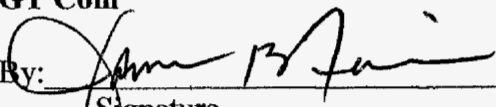
Section VIII, IX, X and XII shall survive termination or expiration of this Agreement.

XXIV. Amendments

This Agreement may be amended at any time upon written agreement of both Parties.

XXV. Entire Agreement

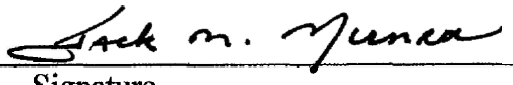
This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, and proposals with respect to the subject matter hereof.

GT Com
By: 
Signature

Name: JAMES B. FAISON
Printed Name

Title: PRESIDENT

Date: 1-31-05

Dialtone Telecom L.L.C.
By: 
Signature

Name: JACK M. MUNROE
Printed Name

Title: President

Date: 2/9/2005

Exhibit "A"

Type of Service	Resell?	Florida Discount?
1. Grand fathered Service	Yes	Yes
2. Contract Service Arrangements	Yes	Yes
3. Promotions - > 90 days	Yes	Yes
4. Promotions - < 90 days	Yes	No
5. Lifeline/link Up Services	Yes	Yes
6. 911/E911 Services	Yes	Yes
7. Non-Recurring Charges	Yes	Yes

Additional Comments:

1. Grand fathered Services can be resold only to existing subscribers of the Grand fathered service.
2. Where available for resell, promotions will be made available only to end users who would have qualified for the promotion had it been provided by GT Com directly.
3. Lifeline/Link Up services may be offered only to those subscribers who meet the criteria that GT Com currently applies to subscribers of these services. Reseller is responsible for recovering the Subscriber Line Charge from the National Exchange Carriers Association interstate toll settlement pool just as GT Com does today. The maximum rate that Reseller may charge for Lifeline Service shall be capped at the flat retail rate offered by GT Com.
4. Some of GT Com's local exchange and toll telecommunications services are not available in certain central offices and areas.

Exhibit "B"

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by Dialtone Telecom for the purposes of resale to Dialtone Telecom end users shall be available at the following discount off the retail rate.

STATE	DISCOUNT
Florida*	5%

*Discount rates are subject to change based upon Commission rulings and proceedings.