

DEENA K. SNIPIES  
DIRECTOR - LEGAL &  
BUSINESS AFFAIRS



ORIGINAL

PHONE: (404) 869-2500  
TELECOPY: (404) 442-0279  
dsnipies@cypresscom.net

050373-TP

RECEIVED - FPSC  
MAY 25 AM 10:48  
COMMISSION  
CLERK

**BY OVERNIGHT DELIVERY**

May 24, 2005

Blanca S. Bayo, Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

**Re: Corporate Conversion of Cypress Communications Operating Company, Inc. to Cypress Communications Operating Company, LLC**

Dear Ms. Bayo:

By this letter, Cypress Communications Operating Company, Inc. ("Cypress-INC") notifies the Commission that Cypress-INC has converted from a corporation to a limited liability company under Delaware law. As a result, Cypress-INC's corporate name changed to Cypress Communications Operating Company, LLC ("Cypress-LLC"). Under Delaware law, the conversion was accomplished simply by filing a certificate of conversion and no merger or transfer of control was involved. A copy of the Certificate of Conversion is provided as Attachment 1. A copy of Cypress-LLC's Certificate of Authority to Transact Business in Florida is provided as Attachment 2.

Cypress-INC is authorized to provide (1) competitive local exchange telecommunications services pursuant to Certificate No. 8176 issued in Docket No. 020457-TX, effective September 3, 2002; (2) shared tenant services pursuant to Certificate No. 7449 transferred to Cypress-INC in Docket No. 020649-TP, effective November 4, 2002; and (3) interexchange telecommunications services pursuant to Certificate No. 8177 issued in Docket No. 020458-TI, effective September 6, 2002. Cypress-LLC requests that the Commission update its records to reflect this conversion and associated name change. In this regard, Cypress provides an updated IXC Registration Form as Attachment 3.

In conjunction with the conversion, Cypress-LLC provides, as Attachments 4, labels to reflect the name change in the headers of the local exchange price list and interexchange tariff.

In addition to the name change (see Title Page and Pages 5 and 34), Cypress-LLC is making the following revisions to the local exchange price list (FL P.S.C. Price List No. 1):

RECEIVED & FILED

*Original labels, Tariff, and Price list forwarded to CLP.*

DOCUMENT NUMBER-DATE

<u>Page(s)</u>	<u>Section</u>	<u>Revision</u>
21	2.1.7(N)	Added last sentence regarding when bill is deemed correct.
28	2.3.1	Changed text in first sentence.
30	2.3.4(B)	Removed first phrase of this Section and reduced number of days to object to bills.
32	2.3.7	Added second paragraph.
32	2.3.8	Added entire Section regarding Taxes and Surcharges.
35	2.7.1.1	Added last two sentences regarding the company's rounding policy for computed charges resulting in a fraction of a cent.
38	2.8.2(A)	Added overnight courier and facsimile as additional method of notice.
43-45	2.10.1(B)-(D)	Revised subsections B through D to reflect new policy for credits for interruptions.
54.1	4.7	Added Section regarding Remote Call Forwarding.
74	11.2	Changed rate structure for Directory Assistance Service and added rates for Remote Call Forwarding.
75	11.3	Removed subsection C regarding discounts.
77	11.6	Increased late fee to 1.5%.
78	11.10	Increased administrative charge to 2.5%.
78	11.11	Changed rate structure for printed invoices to reflect different amounts depending on number of pages of invoices.
78.1	11.12	Grandfathered EZ Office 250 Bundled Offering.
78.2	11.13(A)	Reduced rates and made text changes.
78.2	11.13(B)	Adjusted attribution of rates to regulated services.
78.2	11.13(D)	Added Additional Blocks of LD Minutes.
80	12.2	Added Grandfathered EZ Office Digital Bundled Offering originally located at Section 11.12.

In addition to the name change (*see* Pages 1, 5, and 33), Cypress-LLC is making the following revisions to the local interexchange tariff (FL P.S.C. Tariff No. 2):

<u>Page(s)</u>	<u>Section</u>	<u>Revision</u>
7	Explanation of Terms	Removed definition of Force Majeure.
21	2.1.7(N)	Added last sentence regarding time period to object to bills.
28	2.3.1	Changed text in first sentence.
29	2.3.4(B)	Removed first phrase of this Section and reduced number of days to object to bills.
31	2.3.7	Added second paragraph.
31	2.3.8	Added entire Section regarding Taxes and Surcharges.
34	2.7.1.1	Added last two sentences regarding the company's rounding policy for computed charges resulting in a fraction of a cent.
37	2.8.2(A)	Added overnight courier and facsimile as additional method of notice.
42-44	2.10.1(B)-(D)	Revised subsections B through D to reflect new policy for credits for interruptions.
53	7.1.1 & 7.1.2	Corrected minimum monthly revenue commitment ranges.
54	7.1.3	Remove Cypress Branded Calling Cards.
55	7.1.4	Increased late fee to 1.5%.
55	7.1.6	Changed rate structure for printed invoices to reflect different amounts depending on number of pages of invoices.

The revised pages for the local exchange price list and interexchange tariff are provided as Attachments 4 and 5, respectively. The price list and tariff revisions are being submitted with an issued date of May 25, 2005 and an effective date of May 26, 2005.

It is Cypress-LLC's understanding that Commission approval is not required for this corporate conversion and associated name change. Cypress-LLC respectfully requests that the Commission notify it as soon as possible if any additional filings are necessary.

Blanca S. Bayo, Commission Clerk  
May 24, 2005  
Page 4

We would appreciate it if you would copy our legal counsel on any correspondence you have with regard to this filing. Their contact information is as follows:

Kathy L. Cooper  
Brett P. Ferenchak  
Swidler Berlin LLP  
3000 K Street, N.W., Suite 300  
Washington, D.C. 20007-5116  
Tel: (202) 424-7500  
Fax: (202) 424-7647  
Email: [KLCoooper@swidlaw.com](mailto:KLCoooper@swidlaw.com)  
[BPFerenchak@swidlaw.com](mailto:BPFerenchak@swidlaw.com)

An original and six (6) copies of this filing are enclosed. Please date stamp the extra copy and return it in the self-addressed, postage-paid envelope provided. Should you have any questions, please do not hesitate to contact me at (404) 442-0169, or our legal counsel, Brett Ferenchak, at (202) 424-7697.

Respectfully submitted,



Deena Snipes  
Director-Legal/Business Affairs  
Cypress Communications Operating Company, LLC

Enclosures

cc: Brett P. Ferenchak (Swidler Berlin LLP)

**ATTACHMENT 1**

Certificate of Conversion

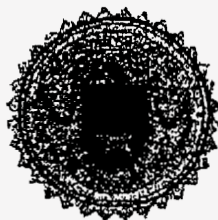
# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "CYPRESS COMMUNICATIONS OPERATING COMPANY, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "CYPRESS COMMUNICATIONS OPERATING COMPANY, INC." TO "CYPRESS COMMUNICATIONS OPERATING COMPANY, LLC", FILED IN THIS OFFICE ON THE TWENTY-FIRST DAY OF DECEMBER, A.D. 2004, AT 12 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

3207755 8100V

040929617


AUTHENTICATION: 3572100

DATE: 12-22-04

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 12:00 PM 12/21/2004  
FILED 12:00 PM 12/21/2004  
SRV 040929617 - 3207755 FILE

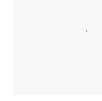
CERTIFICATE OF CONVERSION  
FROM A CORPORATION TO  
A LIMITED LIABILITY COMPANY PURSUANT TO  
SECTION 266 OF THE  
DELAWARE GENERAL CORPORATION LAW

1. The name of the corporation immediately prior to the filing of this Certificate is: Cypress Communications Operating Company, Inc.
2. The date the Certificate of Incorporation was filed on is April 6, 2000.
3. The name of the limited liability company as set forth in the Certificate of Formation is: Cypress Communications Operating Company, LLC.
4. The conversion has been approved in accordance with the provisions of Section 266 of the Delaware General Corporation Law.

By:   
Name: Neal L. Miller  
Title: SVP & CFO

**ATTACHMENT 2**

Certificate of Authority to Transact Business





# State of Florida



## Department of State

I certify the attached is a true and correct copy of the application by CYPRESS COMMUNICATIONS OPERATING COMPANY, LLC, a Delaware limited liability company, authorized to transact business within the state of Florida on January 27, 2005, as shown by the records of this office.

The document number of this limited liability company is M05000000427.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Twenty-seventh day of January, 2005



CR2EO22 (2-03)

*Glenda E. Hood*  
Glenda E. Hood  
Secretary of State

# State of Florida



## Department of State

I certify from the records of this office that CYPRESS COMMUNICATIONS OPERATING COMPANY, LLC on January 27, 2005, is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on January 27, 2005.

The document number of this limited liability company is M05000000427.

I further certify that said limited liability company has paid all fees due this office through December 31, 2005, 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-seventh day of January, 2005



CR2EO22 (2-03)

*Glenda E. Hood*  
Glenda E. Hood  
Secretary of State

**ATTACHMENT 3**

IXC Registration

**IXC REGISTRATION FORM**

Company Name **Cypress Communications Operating Company, LLC**

Florida Secretary of State Registration No. **M05000000427**

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

Company Mailing Name **Cypress Communications**

Mailing Address **15 Piedmont Center, Suite 100  
3575 Piedmont Road  
Atlanta, Georgia 30305**

Web Address **www.cypresscommunications.com or www.cypresscom.net**

E-mail Address **dsnipes@cypresscom.net**

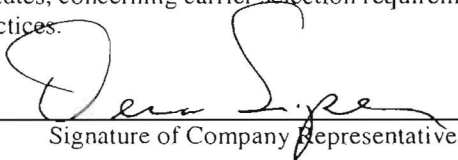
Physical Address **Same as mailing address**

Company Liaison **Deena Snipes**  
Title **Manager-Legal/Business Affairs**  
Phone **(404) 442-0169**  
Fax **(404) 442-0196**  
E-mail address **dsnipes@cypresscom.net**

Consumer Liaison **Deena Snipes**  
Title **Manager-Legal/Business Affairs**  
Address **15 Piedmont Center  
3575 Piedmont Road  
Atlanta, Georgia 30305**  
Phone **(404) 442-0169**  
Fax **(404) 442-0196**  
E-mail address **dsnipes@cypresscom.net**

Customer Service  
Address **15 Piedmont Center  
3575 Piedmont Road  
Atlanta, Georgia 30305**  
Phone **(888) 528-1788**  
E-mail address **support@cypresscom.net**

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

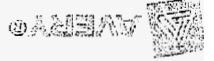
  
Signature of Company Representative

**Deena Snipes**  
Printed/Typed Name of Representative

Date

**ATTACHMENT 4**

Labels to Reflect Name Change on Price List and Tariff



Cypress Communications Operating Company, LLC

Cypress Communications Operating Company, LLC

Cypress Communications Operating Company, LLC

Cypress Communications Operating Company, LLC

Cypress Communications Operating Company, LLC

Cypress Communications Operating Company, LLC

Cypress Communications Operating Company, LLC

Cypress Communications Operating Company, LLC

Cypress Communications Operating Company, LLC

Cypress Communications Operating Company, LLC

Cypress Communications Operating Company, LLC

Cypress Communications Operating Company, LLC

Cypress Communications Operating Company, LLC

Cypress Communications Operating Company, LLC

Cypress Communications Operating Company, LLC

Cypress Communications Operating Company, LLC

Cypress Communications Operating Company, LLC

Cypress Communications Operating Company, LLC

Cypress Communications Operating Company, LLC

Cypress Communications Operating Company, LLC

**ATTACHMENT 5**

Revised Pages to Local Exchange Price List

**CYPRESS COMMUNICATIONS OPERATING COMPANY, LLC (T)**

RULES AND REGULATIONS AND SCHEDULE OF RATES AND CHARGES

APPLYING TO INTRASTATE TELECOMMUNICATIONS SERVICES

WITHIN THE STATE OF FLORIDA

---

Issued: May 25, 2005

Effective: May 26, 2005

Issued By:  
Gregory P. McGraw, President  
15 Piedmont Center, Suite 100  
Atlanta, Georgia 30305



CHECK SHEET

The sheets of this Price List are effective as of the date shown. The original and revised sheets named below contain all changes from the original Price List and are in effect on the date shown.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
Title	1 <sup>st</sup> Revised*	37	Original	73	1 <sup>st</sup> Revised
1	2 <sup>nd</sup> Revised*	38	1 <sup>st</sup> Revised*	74	1 <sup>st</sup> Revised*
2	Original	39	Original	75	1 <sup>st</sup> Revised*
3	Original	40	Original	76	Original
4	Original	41	Original	77	1 <sup>st</sup> Revised*
5	1 <sup>st</sup> Revised*	42	Original	78	2 <sup>nd</sup> Revised*
6	Original	43	1 <sup>st</sup> Revised*	78.1	1 <sup>st</sup> Revised*
7	Original	44	1 <sup>st</sup> Revised*	78.2	1 <sup>st</sup> Revised*
8	Original	45	1 <sup>st</sup> Revised*	79	Original
9	Original	46	Original	80	Original*
10	Original	47	Original		
11	Original	48	Original		
12	Original	49	Original		
13	Original	50	Original		
14	Original	51	Original		
15	Original	52	Original		
16	Original	53	Original		
17	Original	54	Original		
18	Original	54.1	Original*		
19	Original	55	Original		
20	Original	56	Original		
21	1 <sup>st</sup> Revised*	57	Original		
22	Original	58	Original		
23	Original	59	1 <sup>st</sup> Revised		
24	Original	60	Original		
25	Original	61	Original		
26	Original	62	Original		
27	Original	63	Original		
28	2 <sup>nd</sup> Revised*	64	Original		
29	Original	65	Original		
30	1 <sup>st</sup> Revised*	66	Original		
31	Original	67	Original		
32	1 <sup>st</sup> Revised*	68	Original		
33	Original	69	Original		
34	2 <sup>nd</sup> Revised*	70	Original		
35	1 <sup>st</sup> Revised*	71	Original		
36	Original	72	Original		

\*Indicates new or revised sheet submitted with this filing

Issued: May 25, 2004

Effective: May 26, 2004

Issued By:  
 Gregory P. McGraw, President  
 15 Piedmont Center, Suite 100  
 Atlanta, Georgia 30305

EXPLANATION OF TERMS (Cont'd)

COMPANY OR "CYPRESS"

Cypress Communications Operating Company, LLC, unless otherwise clearly indicated from the context.

(T)

COMMISSION

Florida Public Service Commission.

CUSTOMER OR SUBSCRIBER

The person, firm, corporation, or other entity which orders service pursuant to this Price List and utilizes service provided under Price List by the Company. A Customer is responsible for the payment of charges and for compliance with all terms of the Company's Price List.

CUSTOMER PREMISES EQUIPMENT ("CPE")

Equipment provided by the Customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

DIAL PULSE ("DP")

The pulse type employed by a rotary dial station set.

DIRECT INWARD DIAL ("DID")

A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

DUAL TONE MULTI-FREQUENCY ("DTMF")

The pulse type employed by tone dial station sets. (Touch tone)

EXCHANGE

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.7 Limitations on Liability (Cont'd)

K. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

L. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

M. Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.

N. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed. The items and charges appearing on the bill shall be deemed to be correct and binding upon the Customer if objection is not received by the Company within 60 days after the bill is rendered.

(N)  
|  
(N)

O. Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

P. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

---

## 2 - GENERAL RULES AND REGULATIONS (Cont'd)

### 2.3 PAYMENT FOR SERVICE RENDERED

#### 2.3.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign a service order form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The Customer is responsible for all local and toll calls originating from the Customer's premises and for all calls charged to the Customer's line where any person answering the Customer's line agrees to accept such charge. (S)

##### A. Electronic Invoices

In an effort to keep communication costs affordable, Cypress will deliver all customer invoices via our web site, [www.cypresscom.net](http://www.cypresscom.net). Unless the Customer signs up to use the Cypress Customer Portal to view and print invoices, the Customer will continue to receive printed invoices in the mail and will be charged a monthly fee a set forth in Section 11.11. Each Customer will be given secure, password-protected access to its account any time, day or night to view and print invoices.

#### 2.3.2 Deposits

- A. Cypress may, at its sole discretion, require an applicant or an existing Customer to post a guarantee for the payment of charges as a condition to receiving service or additional services. Cypress reserves the right to review an applicant's or a Customer's credit history at any time to determine if a deposit is required.
- B. Deposits will not be required by Cypress based on race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business.
- C. Deposits shall be no greater than twice the estimated average monthly bill for the class of service applied for. In the event Customer requests services in addition to basic service, the average bill will reflect the aggregate services requested by the Customer.

---

## 2 - GENERAL RULES AND REGULATIONS (Cont'd)

### 2.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

#### 2.3.3 Advance Payments

At the time an application for service is made, an applicant may be required to pay an amount equal to one month's service charges and/or the service connection and/or equipment charges which may be applicable as well as any non recurring charges for any required special construction. The amount of the first month's service is credited to the Customer's account on the first bill rendered.

#### 2.3.4 Payment of Charges

A. The Customer is responsible for payment of all charges for service furnished to the User. Bills are due and payable on the date of presentation. Bills may be paid by mail or in person at the business office of Cypress or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payments may be made by check, money order, or cashier's check.

B. The items and charges appearing on the bill shall be deemed to be correct and binding upon the Customer if objection is not received by the Company within 60 days after the bill is rendered. (S)  
(S)

#### 2.3.5 Returned Check Charge

When a check that has been presented to the Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for the payment of a Returned Check Charge as set forth in Section 11.7 of this Price List. This charge will be in addition to any charges assessed by any financial institution.

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.3.7 Customer Overpayments

An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. Any overpayments will be applied to the Customers future billings. The Customer, upon written request, will be issued reimbursement for the overpayment. The Company will issue a check for such overpayment within 60 days from receipt of request.

Additional information regarding Company's overpayment policy is provided in Sections 2.1.7(N) and 2.3.4(B).

(N)  
(N)

2.3.8 Taxes and Surcharges

Customer is responsible for, and Customer shall pay, all federal, state, city, county, municipal, local or other governmental excise, income and franchise, sales, value-added, use, personal and real property, occupational taxes, withholding taxes and any other obligations and other levies and fees now in force or enacted in the future, that arise from (i) the equipment and services provided to Customer and any distribution facilities relating to such equipment whether imposed by virtue of ownership by Cypress or use by Customer of the equipment and services, or (ii) Customer's payment for the equipment and services.

(N)  
|  
|  
|  
|  
|  
|  
(N)

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.5 CUSTOMER COMPLAINTS

During normal hours of operation, all calls will be handled by a Cypress Communications Support Specialist. Calls received outside normal business hours will be answered by an after hours answering service operator, who will page an on-call technician to the Customer.

A Customer or prospective Customer may initiate a complaint or billing inquiry with Cypress by either calling during normal business hours or submitting a written complaint to:

Cypress Communications Operating Company, LLC  
c/o Cypress Communications, Inc.  
15 Piedmont Center, Suite 100  
Atlanta, Georgia 30305  
Toll-free Customer Service No.: (888)-528-1788  
www.support@cypresscom.net

(T)

The Company shall advise the Customer that the Customer may make a formal or informal complaint to the Florida Public Service Commission. The address of the Commission is as follows:

Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

---

## 2 - GENERAL RULES AND REGULATIONS (Cont'd)

### 2.6 ACCESS TO CUSTOMER'S PREMISES

The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

### 2.7 APPLICATION OF RATES

#### 2.7.1 Usage Based Charges

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

2.7.1.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit. The first thirty (30) seconds will be the initial billing increment and every six (6) seconds thereafter will be additional billing increments. If the computed charges for a call includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. If the computed charges for the taxes and surcharges includes a fraction of a cent, the fraction is rounded up to the nearest whole cent.

(N)  
|  
|  
(N)

2.7.1.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.

2.7.1.3 Timing terminates on all calls when either party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

2.7.1.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

2.7.1.5 All times refer to local time.



---

## 2 - GENERAL RULES AND REGULATIONS (Cont'd)

### 2.8 DENIAL OR DISCONTINUANCE OF SERVICE (Cont'd)

#### 2.8.2 Disconnection With Notice

The Company may suspend or discontinue service without suspension or, following suspension of service, sever the connection and remove any of its equipment from the Customer's premises in the exchange after prior written notice only for one of the following reasons:

- A. Non-payment of any past due bill for jurisdictional services. The Company will provide written notice by overnight courier, first class US mail or facsimile stating that discontinuance of service will occur in 10 days with reasons specified. The Company may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is past due. Solely for the purposes of 2.8.2, a bill is past due if not paid within 30 days of the due date. (S)
- B. Violation or non-compliance with the Commission's Rules and Regulations governing application for and supply of services by providers.
- C. Obtaining service by subterfuge which includes, but is not restricted to, an application for service at a location in the name of another party by a Customer whose account is delinquent and who continues to reside at the premises.
- D. Violation of any Company tariff rule on file with and approved by the Commission which may adversely affect the safety of the Customer or other persons or the integrity of the provider's service.
- E. Failure to comply with municipal ordinances or other laws pertaining to telecommunications service which may adversely affect the safety of the Customer or other persons or the integrity of the provider's service.
- F. Failure of the Customer to permit the Company reasonable access to its facilities or equipment.

---

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

2.10.1 Credit for Interruptions

A. Customer may report Service and Equipment problems to Customer's customer service representative or customer service center twenty-four (24) hours per day, seven (7) days per week. Cypress shall respond to Customer requests for repairs and services as follows:

1. Within 4 hours after notice from Customer with respect to any outage in which at least 25% of Customer's telecommunications receiving and transmitting stations are unable to make or receive voice or data transmissions,
2. Within 24 hours after notice from Customer with respect to any outage or other service or equipment problem not mentioned in this section,
3. Within 3 business days with respect to 1 to 5 MAC Requests,
4. Within 5 business days with respect to 5 to 10 MAC Requests,
5. Promptly, according to times mutually agreed upon by Customer and Cypress (and generally consistent with the foregoing response times) with respect to more than ten MAC Requests.

(Section 2.10.1(B) has been moved to Page No. 44)

(M)(D)

---

## 2 - GENERAL RULES AND REGULATIONS (Cont'd)

### 2.10 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

#### 2.10.1 Credit for Interruptions (Cont'd)

##### B. Definitions:

“Excused Outage” means a Major Outage or Minor Outage that (a) relates to off-net services, or (b) is caused by or is the result of (i) a Force Majeure Event; (ii) an act or omission of Customer, Customer’s employees, affiliates or agents or any other third party; (iii) the use or failure of any Customer equipment or facilities other than the Cypress distribution facilities; (iv) planned outages for maintenance or repair that are scheduled and approved in advance by Customer; (v) maintenance of the Equipment and Services performed during off-peak times where Customer is notified of such maintenance by a posting on Cypress’s website or Customer’s designated contact is notified by phone, email or in writing, or (vii) the failure of an ILEC local loop.

“Major Outage” means any outage, other than an Excused Outage, in which at least twenty-five percent (25%) of Customer’s Extensions are unable to make or receive voice transmissions.

“Minor Outage” means any outage of voice services other than an Excused Outage, or other Service or Equipment failure that is not a Major Outage.

“Force Majeure Event” means any act or event which is beyond Cypress’ reasonable control, including, but not limited to, national emergencies; acts of war or other civil commotion; acts of God; earthquakes; fires; flood; adverse weather conditions; explosions; other catastrophes; embargo; insurrections; riots; sabotage; strikes; lockouts; work stoppages or other labor difficulties; any law, order, regulation or other action of any governing authority or agency thereof; or failure of the Internet.

“Interruption” or “Outage” shall mean the inability to complete calls either incoming or outgoing or both due to Company equipment malfunction or human errors. These terms do not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the Customer is responsible for providing electric power.

(M)  
(N)

(N)

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.10.1 Credit for Interruptions (Cont'd)

C. Credit for Major Outage

In the event that a Major Outage occurs with respect to the services, Customer will be entitled to Major Outage Credit as set forth in the table below off of the monthly recurring charge for the services affected by the Major Outage, based on the cumulative unavailability of the services during a Major Outage over the customer's monthly billing cycle. If Customer is entitled to receive a Major Outage Credit, then upon Customer's written request, Cypress will apply the credit to Customer's future invoice. -

**Major Outage Credit**

Cumulative Unavailability (hr:min:sec)	Major Outage Credit
00:00:01 – 00:10:00	No Credit
00:10:01 – 00:60:00	.1 day
00:60:01 – 72:00:00	3 days
Greater than 72:00:00	The Credit is equal to the number of days of the outage, with a partial day rounded to a full day.

D. Credit for Minor and Excused Outages

Customer is not entitled to a credit for Minor or Excused Outages.

(D)(N)

(D)(N)

4 - SUPPLEMENTAL SERVICES (Cont'd)

## 4.7 REMOTE CALL FORWARDING (RCF)

4.7.1 Remote Call Forwarding (RCF) allows all calls dialed to a telephone number equipped for RCF service to be automatically forwarded to another dialable telephone number. This service enables a Customer to list a local directory number that is forwarded to a different city or exchange. Each RCF service allows for the forwarding of one call at a given time. The RCF Customer is responsible for any applicable usage rates/charges between the RCF number and the terminating number.

## 4.7.2 Conditions:

- A. RCF service is not offered when the answering location of a forwarded call is a coin/coinless, semi-public/public telephone service.
- B. The Company cannot guarantee the grade of transmission on remotely forwarded calls. Normal grade end-to-end transmission is not guaranteed because transmission characteristics may vary depending on distance and routing required to complete the forwarded portion of the call.
- C. RCF service will only be provided when, in the judgment of the Company, the Customer subscribes to sufficient RCF facilities at the terminating (answering) location to adequately handle calls without impairing, disrupting or deteriorating any services offered by the Company. In the event that the use of RCF service causes impairment, disruption or deterioration, the Company shall have the right to discontinue RCF service.

4.7.3 RCF service is required for each directory number being forwarded. A Customer can request additional RCF service(call paths) provided the Customer has a receiving group of lines equal to the number of RCF services requested, (i.e., directory number is forwarded to a remote group of 5 lines – the Customer can have up to 5 RCF services.).

4.7.4 If Customer is not current in payments, the Company may refuse to offer RCF service to a Customer.

*See Rate Schedule in Section 11 of this Tariff.*

11- RATES SCHEDULE (Cont'd)

11.2 SUPPLEMENTAL SERVICES

<u>Directory Assistance Service</u>	<u>Charges</u>	
Local Directory Assistance (per call)	\$0.95	(S)
Intrastate Directory Assistance (per call)	\$0.95	
<b>Interstate Directory Assistance (per call)</b>	<b>\$1.75</b>	<b>(S)</b>
Per Minute Charge (for calls connected by Directory Service)	\$1.26	(N)

Local Operator Service, per minute

Customer Dialed Calls	\$0.80
Person to Person Collect Calls	\$3.00
Third Party Billed Calls	\$1.33
Station to Station Calls	\$2.25

Busy Line Verification and Interrupt Service

	<u>Recurring Charges</u>	<u>Non-Recurring Charges</u>
Busy line Verification Charge, each request	\$-	\$3.00
Verification and Interruption Charge, each request	\$-	\$6.00

Unblocking Service

Collect Call Restriction	\$0.00	\$25.00
Toll Restriction	\$0.00	\$25.00

Vanity Number Service

Per vanity number assigned	\$2.50	\$25.00
----------------------------	--------	---------

The non-recurring charge applies when adding Vanity Numbers and or Unblocking Service after initial installation of Service. This charge applies on a per line, per order basis.

Remote Call Forwarding

	<u>Recurring Charges</u>	<u>Non-Recurring Charges</u>	
Per number, per path plus usage (90 day maximum)	\$25.00	\$25.00	(N)
			(N)

11- RATES SCHEDULE (Cont'd)

11.3 BASIC LINE SERVICE

A.	<u>Recurring Charge</u>	<u>Non-Recurring Charge</u>
<u>Local Line Charges, per local line</u>	\$49.00	\$50.00

The quantity of Local Line Charges are determined based on total number of Digital (Telephone Station Sets) Ports and Analog (fax / modem lines and analog lines) Ports provided to supply contracted telecommunication services. See Section 11.4, Local Line Charge Matrix, which determines the quantity of Local Line Charges based on total number of Ports provided.

B.	<u>Recurring Charge</u>	<u>Non-Recurring Charge</u>
<u>Analog Port Charge</u>	\$14.95	\$40.00

	<u>Recurring Charge</u>	<u>Non-Recurring Charge</u>
<u>Digital Port Charge</u> (If no Telephone Station Set is provided to Customer)	\$14.95	\$40.00

A Digital Port Charge is included in the Monthly Recurring Charge for the Telephone Station Set provided to Customer and is not billed as a separate line item. A Digital Port Charge is only billed as a separate item if no Telephone Station Set is provided as part of the Services.

(D)

11- RATES SCHEDULE (Cont'd)

## 11.5 DIRECT INWARD DIAL (DID)

	<u>Recurring Charge</u>	<u>Non-Recurring Charge</u>
Individual DID Numbers	\$0.50	\$-

## 11.6 LATE PAYMENT CHARGE

The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full within thirty (30) days from the date of the billing invoice may be considered delinquent and subject to a late fee of 1.5% of the net total of the bill.

## 11.7 RETURNED CHECK CHARGE

\$25.00 for each check returned for insufficient funds.



11 - RATES SCHEDULE (Cont'd)

11.8 ALTERNATE TELEPHONE NUMBER LISTINGS

	<u>Recurring Charge</u>	<u>Non-Recurring Charge</u>
First Directory Listing is provided for Free	\$-	\$-
Additional Directory Listing	\$3.00	\$-
Cross Reference Listing	\$3.00	\$-

The Company does not provide "Yellow Page" listings.

11.9 SPECIAL PROMOTIONS

The Company will, from time to time, offer special promotions to its Customer's which may include, but will not be limited to, waiving certain charges. The Company will provide notice to the Commission of such special promotions, including specific starting and ending dates.

11.10 OTHER COMM FEES

The Company reserves the right to assess a 2.5% administrative charge on local service. Other Comm Fees affords the Company's expenses associated with accurately maintaining, collecting and remitting state assigned taxes and surcharges. (I)

11.11 ELECTRONIC INVOICES

If Customer has not signed up to use the Cypress Customer Portal, Customer will continue to receive printed invoices in the mail and will be charged a monthly administrative fee as follows: (S)

Average invoice page length is determined and administrative fees are adjusted to: (N)

- \$7.95 if invoices average 5 pages or less in length
- \$9.95, 6 to 25 pages
- \$18.50, 26 or more pages

(N)  
|  
(N)

11 - RATES SCHEDULE (Cont'd)

11.12 (EZ Office Digital 250 Bundled Offering was grandfathered and moved, to Section 12)

(M)



12 - GRANDFATHERED SERVICES (Cont'd)

12.2 EZ OFFICE DIGITAL 250 BUNDLED OFFERING (M)

*As of March 1, 2005, EZ Office Digital 250 Bundled Offering listed in Section 12.2 will no longer be available to new subscribers. Existing contracts for this offering will not be affected.* (N)

A. Product pricing is based on the number of telephone sets and the length of term of contract, as represented in the table below. Minutes of use exceeding 500 will be billed at \$0.059 per minute: (M)

	Month-to-Month	12 month	24 month	36 month	48 month	60 month
1-2 phones	\$183	\$166	\$155	\$145	\$138	\$131
3 - 4 phones	\$144	\$134	\$114	\$114	\$108	\$103
5 - 11 phones	\$103	\$119	\$104	\$82	\$78	\$74
12 - 25 phones	\$98	\$114	\$99	\$78	\$74	\$70
26-38 phones	\$91	\$104	\$89	\$72	\$68	\$65
39 - 75 phones	\$87	\$84	\$69	\$69	\$66	\$62
76+ phones	\$69	\$79	\$59	\$55	\$52	\$50

B. The following percentage of the above rates reflects the portion of that rate attributable to local access, intrastate long distance, and interstate long distance services:

	<u>Recurring Charge</u>
Local access revenue	21%
Intrastate revenue	3%
Interstate revenue	8%

C. Installation charges

Non-recurring Charges  
\$50.00 per station

D. Additional Regulated Services

	<u>Recurring Charge</u>
Additional Fax Modem line	\$25
Additional Blocks of LD Minutes (per 1000 minutes)	\$49

Any additional regulated services ordered with the EZ Office Digital 250 Bundled offering will be charged at Cypress' current tariffed rate. (M)

**ATTACHMENT 6**

Revised Pages to Replacement Interexchange Tariff

**CYPRESS COMMUNICATIONS OPERATING COMPANY, LLC** (S)

REGULATIONS AND SCHEDULE OF CHARGES

APPLYING TO INTEREXCHANGE TELECOMMUNICATIONS SERVICES

WITHIN THE STATE OF FLORIDA

---

Issued: May

Effective: June

Issued By:  
Gregory P. McGraw, President  
15 Piedmont Center, Suite 100  
Atlanta, Georgia 30305

CHECK SHEET

The sheets of this Tariff are effective as of the date shown. The original and revised sheets named below contain all changes from the original Tariff and are in effect on the date shown.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	1 <sup>st</sup> Revised*	38	Original
2	2 <sup>nd</sup> Revised*	39	Original
3	Original	40	Original
4	Original	41	Original
5	1 <sup>st</sup> Revised*	42	1 <sup>st</sup> Revised*
6	Original	43	1 <sup>st</sup> Revised*
7	1 <sup>st</sup> Revised*	44	1 <sup>st</sup> Revised*
8	Original	45	Original
9	Original	46	Original
10	Original	47	Original
11	Original	48	Original
12	Original	49	Original
13	Original	50	Original
14	Original	51	Original
15	Original	52	Original
16	Original	53	1 <sup>st</sup> Revised*
17	Original	54	1 <sup>st</sup> Revised*
18	Original	55	2 <sup>nd</sup> Revised*
19	Original	56	Original
20	Original	57	Original
21	1 <sup>st</sup> Revised*		
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		
28	2 <sup>nd</sup> Revised*		
29	1 <sup>st</sup> Revised*		
30	Original		
31	1 <sup>st</sup> Revised*		
32	Original		
33	2 <sup>nd</sup> Revised*		
34	1 <sup>st</sup> Revised*		
35	Original		
36	Original		
37	1 <sup>st</sup> Revised*		

EXPLANATION OF TERMS

ACCESS LINE

An arrangement which connects the Customer's location to a Cypress network switching center.

ACCOUNT CODE

A numeric code which enables a Customer to identify individual users for administrative purposes.

ADVANCE PAYMENT

Part or all of a payment required before the start of service.

AUTHORIZED USER

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

AUTOMATIC NUMBER IDENTIFICATION ("ANI")

A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes.

CHANNEL

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route.

COMMON CARRIER

A company or entity providing telecommunications services to the public.

COMPANY OR "CYPRESS"

Cypress Communications Operating Company, LLC, unless otherwise clearly indicated from the context.

(S)



EXPLANATION OF TERMS (Cont'd)

FINAL ACCOUNT

A Customer whose service has been disconnected who has outstanding charges still owed to the Company.

(D)

HANDICAPPED PERSON

A person who is legally blind, visually handicapped or physically handicapped, under the following definitions from the Federal Register (Vol. 35 #126 dated June 30, 1970).

Legally Blind - a person whose visual acuity is 20/200 or less in the better eye with correcting glasses, or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.

Visually Handicapped - a person whose visual disability, with correction and regardless of optical measurement with respect to legal blindness, are certified as unable to read normal printed material.

Physically Handicapped - a person who is certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitation, or a person whose disabling condition causes difficulty with hand and finger coordination and use of a coin telephone.

The term "Handicapped Person", when used in connection with a person having a speech or hearing impairment which requires that they communicate over telephone facilities by means other than voice is defined below:

Hearing - a person with binaural hearing impairment of 60% or higher on the basis of the procedure developed by the American Academy of Otolaryngology (A.A.O.) as set forth in "Guide for Conservation of Hearing in Noise" 38-103, A.A.O., 1973; "guides to the Evaluation of Permanent Impairment" 103-107, American Medical Association, 1971.

Speech - a person with 65% or higher of impairment on the basis of the procedure recommended by the American Medical Association's Committee on Rating of Mental and Physical Impairment to evaluate speech impairment as to three categories: audibility, intelligibility and functional efficiency, as set forth in "Guides to the Evaluation of Permanent Impairment" 109-III, American Medical Association, 1971.

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.7 Limitations on Liability (Cont'd)

- K. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- L. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
- M. Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- N. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed. The items and charges appearing on the bill shall be deemed to be correct and binding upon the Customer if objection is not received by the Company within 60 days after the bill is rendered. (N)  
|  
(N)
- O. Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- P. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

---

## 2 - GENERAL RULES AND REGULATIONS (Cont'd)

### 2.3 PAYMENT FOR SERVICE RENDERED

#### 2.3.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign a service order form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The Customer is responsible for all local and toll calls originating from the Customer's premises and for all calls charged to the Customer's line where any person answering the Customer's line agrees to accept such charge. (S)

#### 2.3.2 Electronic Invoices

In an effort to keep communication costs affordable, Cypress will deliver all customer invoices via our web site, [www.cypresscom.net](http://www.cypresscom.net). Unless the Customer signs up to use the Cypress Customer Portal to view and print invoices, the Customer will continue to receive printed invoices in the mail and will be charged a monthly fee as set forth in Section 11.11. Each Customer will be given secure, password-protected access to its account any time, day or night to view and print invoices.

---

## 2 - GENERAL RULES AND REGULATIONS (Cont'd)

### 2.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

#### 2.3.3 Advance Payments

At the time an application for service is made, an applicant may be required to pay an amount equal to one month's service charges and/or the service connection and/or equipment charges which may be applicable as well as any non recurring charges for any required special construction. The amount of the first month's service is credited to the Customer's account on the first bill rendered.

#### 2.3.4 Payment of Charges

A. The Customer is responsible for payment of all charges for service furnished to the User. Bills are due and payable on the date of presentation. Bills may be paid by mail or in person at the business office of Cypress or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payments may be made by check, money order, or cashier's check.

B. The items and charges appearing on the bill shall be deemed to be correct and binding upon the Customer if objection is not received by the Company within 60 days after the bill is rendered. (S)  
(S)

#### 2.3.5 Returned Check Charge

When a check that has been presented to the Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for the payment of a Returned Check Charge as set forth in Section 7.1.5 of this Tariff. This charge will be in addition to any charges assessed by any financial institution.

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.3.7 Customer Overpayments

An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. Any overpayments will be applied to the Customers future billings. The Customer, upon written request, will be issued reimbursement for the overpayment. The Company will issue a check for such overpayment within 60 days from receipt of request.

Additional information regarding Company's overpayment policy is provided in Sections 2.1.7(N) and 2.3.4(B).

(N)  
(N)

2.3.8 Taxes and Surcharges

Customer is responsible for, and Customer shall pay, all federal, state, city, county, municipal, local or other governmental excise, income and franchise, sales, value-added, use, personal and real property, occupational taxes, withholding taxes and any other obligations and other levies and fees now in force or enacted in the future, that arise from (i) the equipment and services provided to Customer and any distribution facilities relating to such equipment whether imposed by virtue of ownership by Cypress or use by Customer of the equipment and services, or (ii) Customer's payment for the equipment and services.

(N)  
|  
|  
|  
|  
|  
|  
|  
|  
|  
|  
(N)

---

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.5 CUSTOMER COMPLAINTS

During normal hours of operation, all calls will be handled by a Cypress Communications Support Specialist. Calls received outside normal business hours will be answered by an after hours answering service operator, who will page an on-call technician to assist you.

A Customer or prospective Customer may initiate a complaint or billing inquiry with Cypress by either calling during normal business hours or submitting a written complaint to:

Cypress Communications Operating Company, LLC  
c/o Cypress Communications, Inc.  
15 Piedmont Center, Suite 100  
Atlanta, Georgia 30305  
Toll-free Customer Service No.: (888) 528-1788  
www.support@cypresscom.net

(S)

The Company shall advise the Customer that the Customer may make a formal or informal complaint to the Florida Public Service Commission. The address of the Commission is as follows:

Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.6 ACCESS TO CUSTOMER'S PREMISES

The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

2.7 APPLICATION OF RATES

2.7.1 Usage Based Charges

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

2.7.1.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit. The first thirty (30) seconds will be the initial billing increment and every six (6) seconds thereafter will be additional billing increments. If the computed charges for a call includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. If the computed charges for the taxes and surcharges includes a fraction of a cent, the fraction is rounded up to the nearest whole cent.

(N)  
|  
|  
(N)

2.7.1.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.

2.7.1.3 Timing terminates on all calls when either party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

2.7.1.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

2.7.1.5 All times refer to local time.

---

## 2 - GENERAL RULES AND REGULATIONS (Cont'd)

### 2.8 DENIAL OR DISCONTINUANCE OF SERVICE (Cont'd)

#### 2.8.2 Disconnection With Notice

The Company may suspend or discontinue service without suspension or, following suspension of service, sever the connection and remove any of its equipment from the Customer's premises in the exchange after prior written notice only for one of the following reasons:

- A. Non-payment of any past due bill for jurisdictional services. The Company will provide written notice by overnight courier, first class US mail or facsimile, stating that discontinuance of service will occur in 10 days with reasons specified. The Company may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is past due. Solely for the purposes of 2.8.2, a bill is past due if not paid within 30 days of the due date. (S)
- B. Violation or non-compliance with the Commission's Rules and Regulations governing application for and supply of services by providers.
- C. Obtaining service by subterfuge which includes, but is not restricted to, an application for service at a location in the name of another party by a Customer whose account is delinquent and who continues to reside at the premises.
- D. Violation of any Company tariff rule on file with and approved by the Commission which may adversely affect the safety of the Customer or other persons or the integrity of the provider's service.
- E. Failure to comply with municipal ordinances or other laws pertaining to telecommunications service which may adversely affect the safety of the Customer or other persons or the integrity of the provider's service.
- F. Failure of the Customer to permit the Company reasonable access to its facilities or equipment.



---

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

2.10.1 Credit for Interruptions

- A. Customer may report Service and Equipment problems to Customer's customer service representative or customer service center 24 hours per day, 7 days per week. Cypress shall respond to Customer requests for repairs and services as follows:
1. Within 4 hours after notice from Customer with respect to any outage in which at least 25% of Customer's telecommunications receiving and transmitting stations are unable to make or receive voice or data transmissions, or any complete disruption of connectivity between Customer and Cypress' Internet routing and switching equipment,
  2. Within 24 hours after notice from Customer with respect to any outage or other service or equipment problem not mentioned in this section,
  3. Within 3 business days with respect to 1 to 5 MAC Requests,
  4. Within 5 business days with respect to 5 to 10 MAC Requests,
  5. Promptly, according to times mutually agreed upon by Customer and Cypress (and generally consistent with the foregoing response times) with respect to more than ten MAC Requests.

(Section 2.10.1(B) has been moved to Page No. 44)

(M)

2 - GENERAL RULES AND REGULATIONS (Cont'd)

## 2.10 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

## 2.10.1 Credit for Interruptions (Cont'd)

## B. Definitions:

“Excused Outage” means a Major Outage or Minor Outage that (a) relates to off-net services, or (b) is caused by or is the result of (i) a Force Majeure Event; (ii) an act or omission of Customer, Customer’s employees, affiliates or agents or any other third party; (iii) the use or failure of any Customer equipment or facilities other than the Cypress distribution facilities; (iv) planned outages for maintenance or repair that are scheduled and approved in advance by Customer; (v) maintenance of the Equipment and Services performed during off-peak times where Customer is notified of such maintenance by a posting on Cypress’s website or Customer’s designated contact is notified by phone, email or in writing, or (vii) the failure of an ILEC local loop.

“Major Outage” means any outage, other than an Excused Outage, in which at least twenty-five percent (25%) of Customer’s Extensions are unable to make or receive voice transmissions.

“Minor Outage” means any outage of voice services other than an Excused Outage, or other Service or Equipment failure that is not a Major Outage.

“Force Majeure Event” means any act or event which is beyond Cypress’ reasonable control, including, but not limited to, national emergencies; acts of war or other civil commotion; acts of God; earthquakes; fires; flood; adverse weather conditions; explosions; other catastrophes; embargo; insurrections; riots; sabotage; strikes; lockouts; work stoppages or other labor difficulties; any law, order, regulation or other action of any governing authority or agency thereof; or failure of the Internet.

“Interruption” or “Outage” shall mean the inability to complete calls either incoming or outgoing or both due to Company equipment malfunction or human errors. These terms do not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the Customer is responsible for providing electric power.

(M)  
(N)

(N)

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.10.1 Credit for Interruptions (Cont'd)

C. Credit for Major Outage

(D)(N)

In the event that a Major Outage occurs with respect to the services, Customer will be entitled to Major Outage Credit as set forth in the table below off of the monthly recurring charge for the services affected by the Major Outage, based on the cumulative unavailability of the services during a Major Outage over the customer's monthly billing cycle. If Customer is entitled to receive a Major Outage Credit, then upon Customer's written request, Cypress will apply the credit to Customer's future invoice. -

**Major Outage Credit**

Cumulative Unavailability (hr:min:sec)	Major Outage Credit
00:00:01 – 00:10:00	No Credit
00:10:01 – 00:60:00	1 day
00:60:01 – 72:00:00	3 days
Greater than 72:00:00	The Credit is equal to the number of days of the outage, with a partial day rounded to a full day.

D. Credit for Minor and Excused Outages

Customer is not entitled to a credit for Minor or Excused Outages.

(D)(N)

7 - RATES SCHEDULE

## 7.1 LONG DISTANCE SERVICES

## 7.1.1 Statewide Calling Service

Customers receive the below Intrastate Inter-Lata Rates based on Total Minimum Monthly Revenue Commitment contracted.

## A. Dedicated Access Services

<u>Total Minimum Monthly Revenue Commitment</u>	<u>Rate (per minute)</u>	
\$2,499 and Under:	\$ 0.0750	(S)
\$2,500 and Higher:	\$ 0.0550	

## B. Switched Access Services

<u>Total Minimum Monthly Revenue Commitment</u>	<u>Rate (per minute)</u>	
\$2,499 and Under:	\$ 0.1880	(S)
\$2,500 and Higher:	\$ 0.1500	

## 7.1.2 Toll-Free Calling Service

Customers receive the below Intrastate Inter-Lata Rates based on Total Minimum Monthly Revenue Commitment contracted.

## A. Dedicated Access Services

<u>Total Minimum Monthly Revenue Commitment</u>	<u>Rate (per minute)</u>	
\$2,499 and Under:	\$ 0.0650	(S)
\$2,500 and Higher:	\$ 0.0800	

## B. Switched Access Services

<u>Total Minimum Monthly Revenue Commitment</u>	<u>Rate (per minute)</u>	
\$2,499 and Under:	\$ 0.1860	(S)
\$2,500 and Higher:	\$ 0.1480	

7- RATES SCHEDULE (Cont'd)

7.1 LONG DISTANCE SERVICES (Cont'd)

7.1.3 Post-Paid Calling Cards

(D)

A. AT&T Branded Calling Cards

Rate (per-minute)

\$ 0.2500

There is no discount plan for the AT&T Branded Calling Cards.

7 - RATES SCHEDULE (Cont'd)

7.1 LONG DISTANCE SERVICES (Cont'd)

7.1.4 Late Payment Charge

The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full within thirty (30) days from the date of the billing invoice may be considered delinquent and subject to a late fee of 1.5% of the net total of the bill.

(I)

7.1.5 Returned Check Charge

\$25.00 for each check returned for insufficient funds.

7.1.6 Electronic Invoices

If Customer has not signed up to use the Cypress Customer Portal, Customer will continue to receive printed invoices in the mail and will be charged a monthly administrative fee as follows:

Average invoice page length is determined and administrative fees are adjusted to: a) \$7.95 if invoices average 5 pages or less in length; b) \$9.95, 6 to 25 pages or c) \$18.50, 26 or more pages.

(N)  
|  
(N)

7.2 INTRA-LATA USAGE RATES

A. Subscribers billed from this rate table are based on the city of Orlando and NPA/NXX.  
 Usage Rates for Calls Between Points in Subscriber's Local Calling Area (per minute):

		<u>Local Exchange</u>		
		<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
(a)	Day			
	First minute	\$0.0000	\$0.2500	\$0.1000
	Additional minutes	\$0.0000	\$0.0000	\$0.0600
(b)	Evening			
	First minute	\$0.0000	\$0.2500	\$0.1000
	Additional minutes	\$0.0000	\$0.0000	\$0.0600
(c)	Night and Weekend			
	First minute	\$0.0000	\$0.2500	\$0.1000
	Additional minutes	\$0.0000	0.0000	\$0.0600

Issued: May 25, 2005

Effective: May 26, 2005

Issued By:  
 Gregory P. McGraw, President  
 15 Piedmont Center, Suite 100  
 Atlanta, Georgia 30305